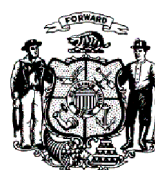


HOWELL OAKS ADDITION NO. 5

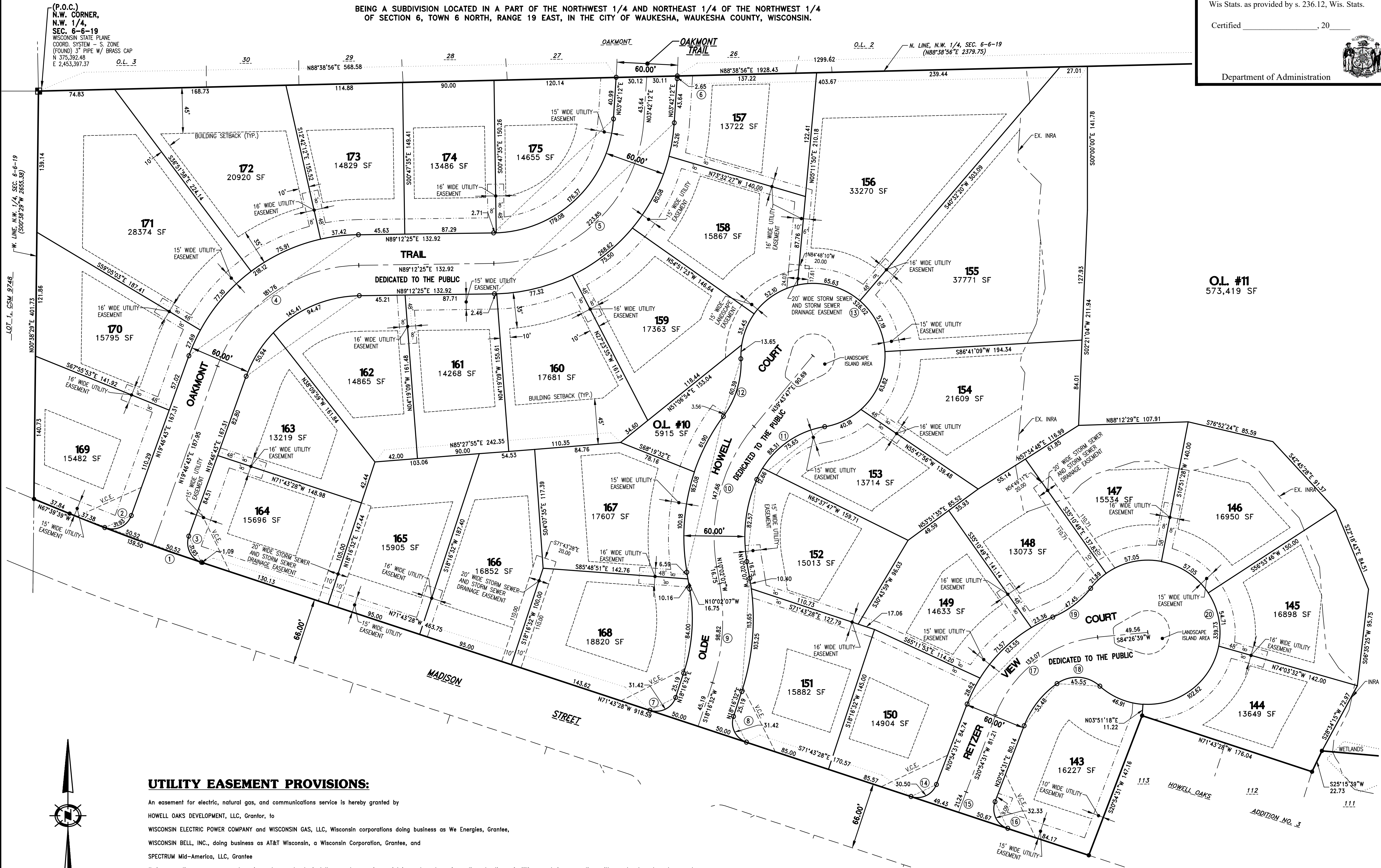
BEING A SUBDIVISION LOCATED IN A PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWN 6 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__



Department of Administration



UTILITY EASEMENT PROVISIONS:

An easement for electric, natural gas, and communications service is hereby granted by

HOWELL OAKS DEVELOPMENT, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee,

WISCONSIN BELL, INC., doing business as AT&T Wisconsin, a Wisconsin Corporation, Grantee, and

SPECTRUM Mid-America, LLC, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

REVISED THIS 8TH DAY OF JULY, 2022
DATED THIS 31ST DAY OF MAY, 2022

THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE P.L.S. (S-3119)

SCALE: 1" = 50'

01-006-295-H

SHEET 2 OF 4

HOWELL OAKS ADDITION NO. 5

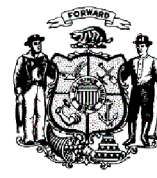
BEING A SUBDIVISION LOCATED IN A PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWN 6 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

O.L. 2 OAKMONT

OAKMONT
ADDITION NO. 2
115 114

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____



Department of Administration

WETLAND LINE TABLE:

Line #	BEARING	LENGTH
L1	S30°45'01"E	20.49'
L2	S1°42'40"W	41.66'
L3	S47°17'35"W	29.72'
L4	S8°02'08"W	80.99'
L5	S0°29'19"E	39.44'
L6	S67°34'56"E	39.05'
L7	S35°28'26"E	41.08'
L8	S43°58'26"E	28.64'
L9	S30°55'29"E	32.20'
L10	S28°45'39"W	23.75'
L11	S8°47'30"E	31.61'
L12	S21°00'13"W	60.81'
L13	S1°18'36"E	48.60'
L14	S20°23'21"E	20.31'
L15	S24°11'29"W	39.69'
L16	S12°21'25"W	46.05'
L17	S78°52'14"E	25.64'
L18	S30°28'47"E	21.30'
L19	S57°44'25"W	26.24'
L20	S8°37'16"W	37.74'
L21	S4°11'01"W	37.84'
L22	S21°21'35"E	13.74'
L23	S35°50'05"E	34.22'
L24	S11°31'27"W	14.03'
L25	N61°49'36"W	29.38'
L26	N23°01'35"W	28.85'
L27	N13°09'47"E	14.83'
L28	N3°03'56"E	72.31'
L29	N51°05'37"E	23.83'
L30	N18°28'46"E	6.66'
L31	N83°53'47"W	22.42'
L32	N50°24'32"W	14.74'
L33	N7°14'01"E	53.96'
L34	N40°14'31"E	28.81'
L35	N6°30'25"E	7.23'
L36	N15°46'54"E	9.14'
L37	N44°09'42"W	31.69'
L38	N0°22'41"W	36.88'

OL #11
573419 SF

WETLAND LINE TABLE (CONT.):

Line #	BEARING	LENGTH
L39	N29°43'04"E	56.40'
L40	N23°38'52"E	22.04'
L41	N12°23'09"W	27.57'
L42	N1°51'19"W	30.92'
L43	N67°42'45"W	34.76'
L44	N86°41'22"W	25.42'
L45	N81°16'43"W	36.65'
L46	N77°39'48"W	31.12'
L47	S29°19'46"W	38.64'
L48	N84°25'12"W	43.69'
L49	N37°59'20"W	36.17'
L50	S69°52'04"W	37.10'
L51	N76°41'57"W	32.66'
L52	N25°01'18"E	46.46'
L53	N45°04'28"E	57.70'
L54	N49°24'10"W	7.23'
L55	N68°19'38"E	56.40'
L56	N52°52'05"E	26.46'
L57	S82°29'11"E	28.25'
L58	N28°13'25"E	34.93'
L59	N14°00'07"E	23.62'
L60	N43°02'14"E	33.01'
L61	N35°30'35"E	33.71'
L62	N9°30'57"E	35.74'
L63	N44°17'12"E	14.25'
L64	S78°09'36"E	36.65'
L65	N71°12'49"E	24.04'
L66	N46°10'23"E	23.80'
L67	N45°03'42"E	31.90'
L68	N68°19'17"E	39.77'
L69	S82°36'56"E	28.58'
L70	S57°26'55"E	33.04'
L71	S23°12'43"E	22.22'
L72	S49°19'47"E	21.56'
L73	S68°57'13"E	28.61'
L74	N48°17'10"E	33.74'
L75	N1°21'28"E	28.61'
L76	N65°27'50"E	35.75'
L77	N69°23'54"E	28.44'
L78	N73°40'32"E	36.74'
L79	N84°23'13"E	34.22'
L80	S41°07'32"E	59.21'
L81	S20°34'06"E	56.99'
L82	S70°01'44"E	25.62'
L83	N82°21'10"E	28.79'
L84	S70°27'21"E	25.41'
L85	S47°17'22"E	26.39'
L86	S5°20'53"E	16.35'
L87	N85°48'36"W	24.03'
L88	N69°13'17"W	32.63'
L89	N85°34'13"W	35.99'
L90	N74°44'15"W	37.15'
L91	S82°50'23"W	27.01'
L92	S66°03'01"W	29.39'
L93	S83°49'54"W	20.52'
L94	N82°34'25"W	22.54'
L95	N63°45'06"W	1.92'
L96	N62°58'29"W	21.28'
L97	S83°25'09"W	27.40'
L98	S41°42'20"W	3.93'



REVISED THIS 8TH DAY OF JULY, 2022
DATED THIS 31ST DAY OF MAY, 2022

HOWELL OAKS ADDITION NO. 5

BEING A SUBDIVISION LOCATED IN A PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWN 6 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

CITY COMMON COUNCIL APPROVAL:

Resolved, that the plat known as "HOWELL OAKS ADDITION NO. 5", in the City of Waukesha, Howell Oaks Development, LLC, owner, is hereby approved by the Common Council.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of Waukesha.

Dated this _____ Day of _____, 20 _____.

Approved: Shawn N. Reilly, Mayor

I hereby certify that the foregoing is a copy of resolution number _____ adopted by the Common Council of the City of Waukesha.

Gina Kozlik, City Treasurer

CONSENT OF CORPORATE MORTGAGEE:

OLD NATIONAL BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Plat, and does hereby consent to the above certificate of HOWELL OAKS DEVELOPMENT, LLC, owner, this _____ day of _____, 20 _____.

OLD NATIONAL BANK

Ashley C. Mueller, Vice President

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 20 _____, the above named Ashley C. Mueller, Vice President of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Print Name: _____
Public, _____ County, WI
My Commission Expires: _____

CERTIFICATE OF CITY TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, being duly appointed, qualified and acting Treasurer of the City of Waukesha, do hereby certify that the records in my office show no unredeemed tax sales of unpaid taxes or special assessments as of _____ Day of _____, 20 _____ affecting the lands included in the Plat of "HOWELL OAKS ADDITION NO. 5".

Dated this _____ Day of _____, 20 _____.

Gina Kozlik, City Treasurer

CITY PLAN COMMISSION APPROVAL:

Approved by the Plan Commission of the City of Waukesha on this _____ Day of _____, 20 _____.

Shawn N. Reilly, Chairman

Jennifer Andrews, Secretary

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Pamela F. Reeves, being duly elected, qualified and acting Treasurer of the County of Waukesha, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this _____ Day of _____, 20 _____ on any of the land included in the Plat of "HOWELL OAKS ADDITION NO. 5".

Dated this _____ Day of _____, 20 _____.

Pamela F. Reeves, County Treasurer



4100 N. Calhoun Rd.
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Ted R. Indermuehle, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a subdivision of all that part of the Northwest 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 6, Town 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest corner of the said Northwest 1/4 Section; Thence North 88°38'56" East along the North line of said Northwest 1/4, 1928.43 feet to a point on the West line of "Welsh Oaks"; Thence South 00°18'04" East along said West line, 850.85 feet to a point on the North line of "Howell Oaks Addition No. 3"; Thence North 68°12'05" West along said North line, 148.64 feet to a point; Thence North 73°32'47" West along said North line, 270.05 feet to a point; Thence North 84°58'27" West along said North line, 273.48 feet to a point; Thence South 25°15'39" West along said North line, 22.73 feet to a point; Thence North 71°43'28" West along said North line, 176.04 feet to a point on the West line of Said "Howell Oaks Addition No. 3"; Thence South 20°54'31" West along said West line, 147.16 feet to a point on the North Right-of-Way of "Madison Street"; Thence North 71°43'28" West along said North line, 918.59 feet to a point; Thence Northwesterly 139.50 feet along the arc of a curve whose center lies to the North, whose radius is 1967.00 feet, whose central angle is 04°03'49" and whose chord bears North 69°41'34" West along said North line, 139.48 feet to a point; Thence North 67°39'39" West along said North line, 37.84 feet to a point on the West line of said Northwest 1/4 Section; Thence North 00°38'29" East along said West line, 401.73 feet to the point of commencement of this description.

Said Parcel contains 1,265,755 Square Feet (or 29.0577 Acres) of land, more or less.

That I have made such survey, land division and map by the direction of HOWELL OAKS DEVELOPMENT, LLC, owner of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Statutes of the State of Wisconsin and the Land Division and Platting Ordinance of the City of Waukesha in surveying, dividing and mapping the same.

Dated this _____ Day of _____, 20 _____.

Ted R. Indermuehle, P.L.S.
Professional Land Surveyor, S-3119
TRIO ENGINEERING, LLC
4100 N. Calhoun Rd. Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

STORMWATER MANAGEMENT MAINTENANCE AGREEMENT: (OUTLOT 1 AND OUTLOT 2 HOWELL OAKS SUBDIVISION)

This property is hereby subject to the following covenants, conditions and restrictions:

1. Maintenance Agreement. There shall be a separately recorded document entitled "Storm Water Management Practice Maintenance Agreement" ("Maintenance Agreement") that describes the storm water management practices located on this subdivision plat and their maintenance needs.

2. Drainage Easements. All areas designated as "Drainage Easements" are preserved for storm water collection, conveyance, and treatment in accordance with approved plans on file with the City of Waukesha. Unless otherwise noted in the Maintenance Agreement, drainage easements shall be maintained in a manner that preserves unimpeded flow of surface runoff. No grading or filling is allowed. These areas shall be kept free of buildings, sheds or other structures and shall be maintained in permanent vegetation or other approved cover to prevent soil erosion. Grass swales are reserved for storm water conveyance and shall not be used as vehicle access lanes. Note that the construction of a Waukesha County Trail within the Trail Easements located on Outlots 1 and 2, Howell Oaks Addition No. 1 is exempt from these conditions.

3. Access Lanes. Access lanes are constructed and reserved for heavy equipment that may be required to complete future maintenance activities, as described in the Maintenance Agreement. These lanes shall be kept free of obstructions to maintenance vehicles, such as trees and other woody vegetation. Any gates or other access restrictions must be approved by the City of Waukesha.

4. Ownership and Maintenance. The titleholder(s), or other designated "Responsible Party" shall be responsible for the routine and extraordinary maintenance of all drainage easements and storm water management practice(s), in accordance with the Maintenance Agreement.

5. Access and Inspections. The City of Waukesha is authorized to access the property as necessary to conduct inspections of the storm water management practices to ascertain compliance with the Maintenance Agreement.

6. Corrective Actions. Upon notification to the Responsible Party by the City of Waukesha of maintenance problems which require correction, the specified corrective actions shall be performed by the Responsible Party within a reasonable time frame as set by the City of Waukesha. Access for maintenance equipment shall be limited to the designated lanes as shown on the subdivision plat.

7. Special Charges. The City of Waukesha is authorized to perform the corrective actions identified in its inspection report or its notice if the Responsible Party does not make the required corrections within the specified time period. The costs and expenses of such corrective actions shall be entered on the tax roll as a special charge against the Property and collected with any other taxes levied thereon for the year in which the work is completed.

8. Binding on Future Owners. This Agreement shall run with the Property and be binding upon the successors and assigns.

9. Agreement Modifications. The City of Waukesha shall have the sole authority to amend this agreement, including approving any physical modifications to the storm water management practices and drainage easements described herein. The City of Waukesha shall provide a 30-day notice to the titleholder(s) prior to approving any amendments to this agreement.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

HOWELL OAKS DEVELOPMENT, LLC, a Wisconsin Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Limited Liability Company has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection.

APPROVING AGENCIES:

1. City of Waukesha

AGENCIES WHO MAY OBJECT:

- State of Wisconsin, Department of Administration
- Waukesha County, Department of Parks and Land Use

Witness the hand and seal of said Owner this _____ day of _____, 20 _____.

HOWELL OAKS DEVELOPMENT, LLC

Timothy J. Smits, VP, Thomson Realty
of Wisconsin, Inc., Manager

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 20 _____, the above named Timothy J. Smits, VP, Thomson Realty of Wisconsin, Inc., Manager of the above named Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be such Manager of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.

Print Name: _____
Public, _____ County, WI
My Commission Expires: _____

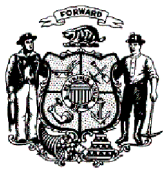
REVISED THIS 8TH DAY OF JULY, 2022
DATED THIS 31ST DAY OF MAY, 2022

SHEET 4 OF 4

H:\CZ50\395\01006-H\SURVEY\FINAL PLATS\PHASE 6\16EFLG.DWG

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20 _____



Department of Administration

01-006-295-H

THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE P.L.S. (S-3119)