



Certified _

Department of Administration



ISSUED DATE: JULY 17, 2025

SURVEYOR'S CERTIFICATE

I, Ryan Wilgreen, Professional Land Surveyor, hereby certify that under the direction of the owners listed below, I have surveyed, divided and mapped a parcel of land described hereon, being part of Lot 2 of Certified Survey Map No. 12535, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on February 13, 2024 in Volume 130, Page 222 as Document No. 4755028, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 32, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin being more particularly described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 32; thence North 88°-32'-32" East along the North line of said Southwest 1/4, a distance of 2,164.21 feet to the point of beginning; thence continuing North 88°-32'-32" East along said North line, a distance of 491.50 feet to the Northeast corner of said Southwest 1/4; thence South 01°-28'-58" East along the East line of said Southwest 1/4, a distance of 1,321.32 feet to the Northerly right-of-way line of Summit Avenue; thence South 84°-21'-22" West along said Northerly line, a distance of 242.64 feet; thence North 01°-28'-58" West along a Westerly line of said Lot 2, a distance of 41.59 feet; thence South 88°-31'-02" West along a Westerly line of said Lot 2, a distance of 124.00 feet; thence North 01°-28'-58" West along a Westerly line of said Lot 2, a distance of 368.34 feet; thence North 88°-31'-02" East along a Westerly line of said Lot 2, a distance of 124.00 feet; thence North 01°-28'-58" West along a Westerly line of said Lot 2, a distance of 60.00 feet; thence South 88°-31'-02" West along a Westerly line of said Lot 2, a distance of 124.00 feet; thence North 01°-28'-58" West along a Westerly line of said Lot 2, a distance of 253.16 feet; thence South 88°-32'-32" West along a Southerly line of said Lot 2, a distance of 177.05 feet; thence North 01°-27'-28" West, a distance of 120.00 feet; thence South 88°-32'-32" West, a distance of 58.09 feet; thence North 01°-27'-28" West, a distance of 60.00 feet; thence North 88°-32'-32" East, a distance of 40.00 feet; thence North 01°-27'-28" West, a distance of 97.00 feet; thence South 88°-32'-32" West, a distance of 39.00 feet; thence North 01°-27'-28" West, a distance of 58.00 feet; thence North 88°-32'-32" East, a distance of 39.00 feet; thence North 01°-27'-28" West, a distance of 97.00 feet; thence South 88°-32'-32" West, a distance of 67.83 feet; thence North 01°-27'-28" West, a distance of 60.00 feet; thence North 88°-32'-32" East, a distance of 137.20 feet; thence North 01°-27'-28" West, a distance of 124.00 feet to the North line of said Lot 2 and the point of beginning and containing 13.623 acres (593,434 sq. ft.) of land more or less.

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

That I have fully complied with the provisions of Chapter 236, Wis. Stats. and Chapter 23 of the Subdivision Ordinance City of Waukesha in surveying, dividing and mapping the same.

Ryan Wilgreen, P.L.S. No. S-2647 ryan.w@excelengineer.com Excel Engineering, Inc. Fond du Lac, Wisconsin 54935

NOTES

- Outlot 1 is to be used for stormwater management purposes. Outlot 2 is to be used for alley purposes. Outlot 3 is to be used for a temporary turnaround and to be included in the second phase of this development. Waukesha County shall not be liable for any fees or special assessments in the event they become the owner of any lot or outlots in the subdivision by reason of tax delinquency. The Homeowners Association is responsible for maintenance of said outlots.

- Outlot 1 will be owned jointly by all the lot owners within all phases of the Winterberry Development. Outlot 2 will be owned jointly by all the lot owners adjacent to the outlot.
- All lots are to be served by municipal sanitary sewer and watermain.
- All roads within the subdivision are dedicated to the public.

- The placement of decks, patios, fences, or any type of decorative landscaping, driveways or additional hard surfaces within any part of a utility easement is prohibited. An easement infringement agreement may be entered into with the City, if approved.

- The developer is responsible for construction of public sidewalks along outlot frontages.
- All side yard grades must be adhered to, coincident with the approved master grading plan for the subdivision to ensure proper stormwater drainage.
- Fences cannot be constructed in easements where public watermain, sanitary sewer, and storm sewer exist, nor in access routes to stormwater management facilities (outlots).
- All homes shall have driveways pitched back to the street.
- The water valve curb box shall not be located in a driveway, nor sidewalk.

- Zoning Building Setbacks on the date of this survey are shown. Zoning Building Setbacks are subject to change over

OWNER'S CERTIFICATE OF DEDICATION

VH Winterberry Reserve, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

VH Winterberry Reserve, LLC, does further certify that this plat is required by \$236.10 or \$236.12 Wisconsin Statutes to be submitted to the following agencies for approval or objection:

- Department of Administration
- City of Waukesha
- 3. Waukesha County

In witness whereof, VH Winterberry Reserve, LLC, has caused these presents to be signed by its official officer(s) of said limited liability company at Madison, Wisconsin this _____ day of _____ , 20____.

STATE OF WISCONSIN)

Personally came before me this _____ day of _____, 20___, the above named officer(s) of the above named VH Winterberry Reserve, LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

> Notary Public, _____ County, WI My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

Tri City 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 and mapping of the land described on this plat, and does hereby consent to the above Owner's Certificate.

In witness whereof, the said Tri City National Bank has caused these presents to be signed by _____, its _____, at _____, ____, this _____ day of ______, 20___.

STATE OF ___

COUNTY OF _____

Tri City National Bank

Personally came before me this _____ day of ______, 20___, ____ of the above named banking association to me known

to be the person who executed the foregoing instrument, and to me know to be ___ (Title) of said banking association, and acknowledged that they executed the foregoing instrument as such officer as the deed of said banking association, by its authority.

Notary Public, _____ County, ___

My Commission Expires: _____

SHEET 3 OF 3 SHEETS

WINTERBERRY RESERVE PHASE 1

PART OF LOT 2, CSM NO. 12535, LOCATED IN A PART OF THE NE 1/4 & SE 1/4 OF THE SW 1/4 OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 19 EAST. CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

CITY TREASURER'S CERTIFICATE

I,, being the duly appointed, qualified, and acting Treasurer of the City of Waukesha, do hereby certify that in	
accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this day of	
20 affecting the land included in the plat of WINTERBERRY RESERVE PHASE 1.	

COUNTY TREASURER'S CERTIFICATE

I, Jennifer Grant, being the duly elected, qualified, and acting Treasurer of Waukesha County, 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____ affecting the land included in the plat of WINTERBERRY PHASE 1.

Waukesha County Treasurer - Jennifer Grant

PLAN COMMISSION APPROVAL CERTIFICATE:

Resolved, that the plat of WINTERBERRY RESERVE PHASE 1, in the City of Waukesha, is hereby approved by the Plan Commission

Approved as of the ______ day of ______, 20____.

COMMON COUNCIL APPROVAL CERTIFICATE:

Resolved, that the plat of WINTERBERRY RESERVE PHASE 1, in the City of Waukesha, is hereby approved by the Common Council.

All conditions have been met as of the _____ day of _____, 20____. Date _____ Approved _____ Mayor - Shawn N. Reilly City Clerk - Linda Gourdoux

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by VH Winterberry Reserve, LLC, Grantor, to

WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee,

Oconomowoc Utilities, Grantee, and

SPECTRUM MID-AMERICA, LLC, Grantee, by Charter Communications Inc., its Manager

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with 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.

