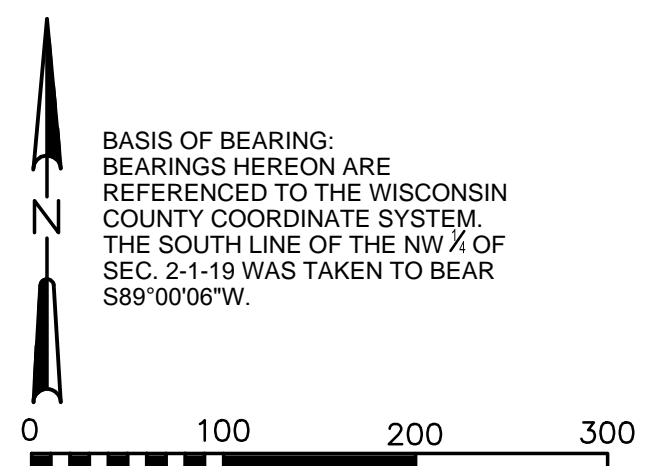
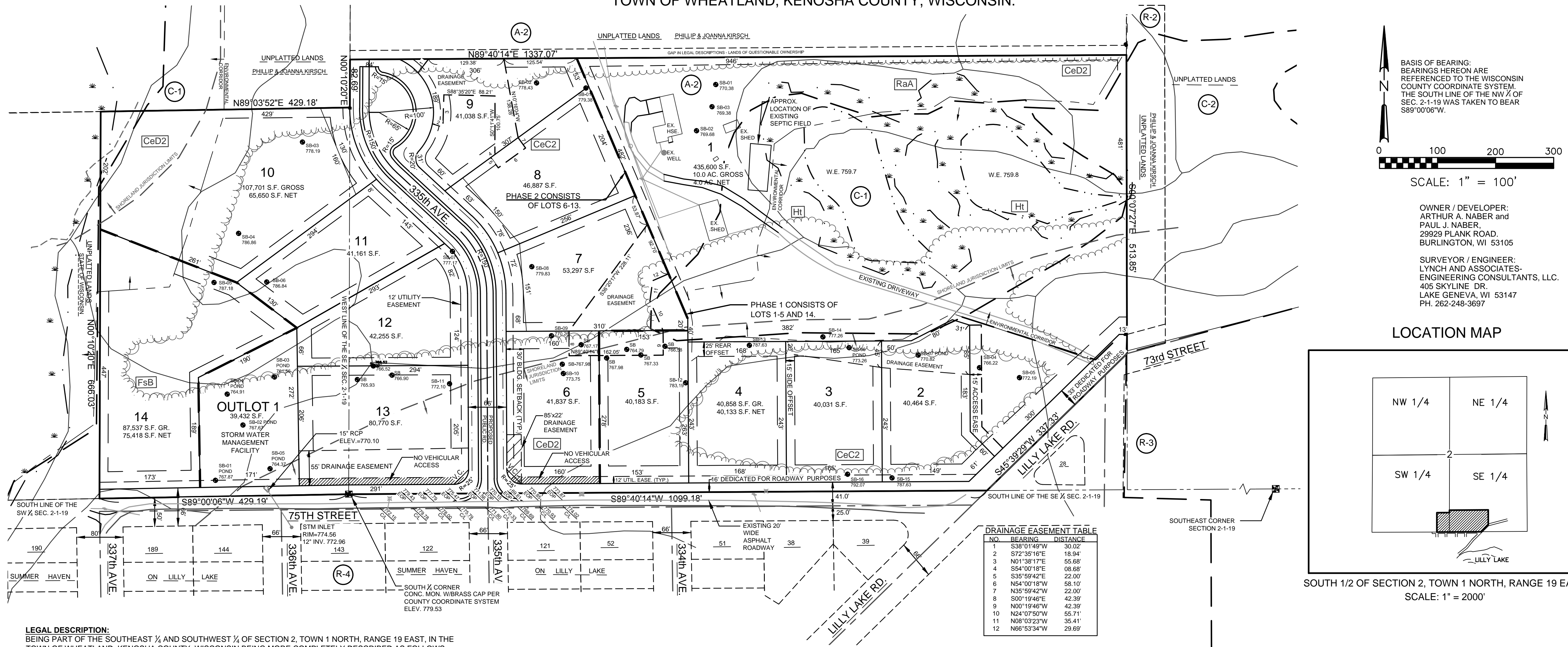


# PRELIMINARY PLAT THE HILLS OF LILLY LAKE

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION 2  
TOWN 1 NORTH, RANGE 19 EAST  
TOWN OF WHEATLAND, KENOSHA COUNTY, WISCONSIN.

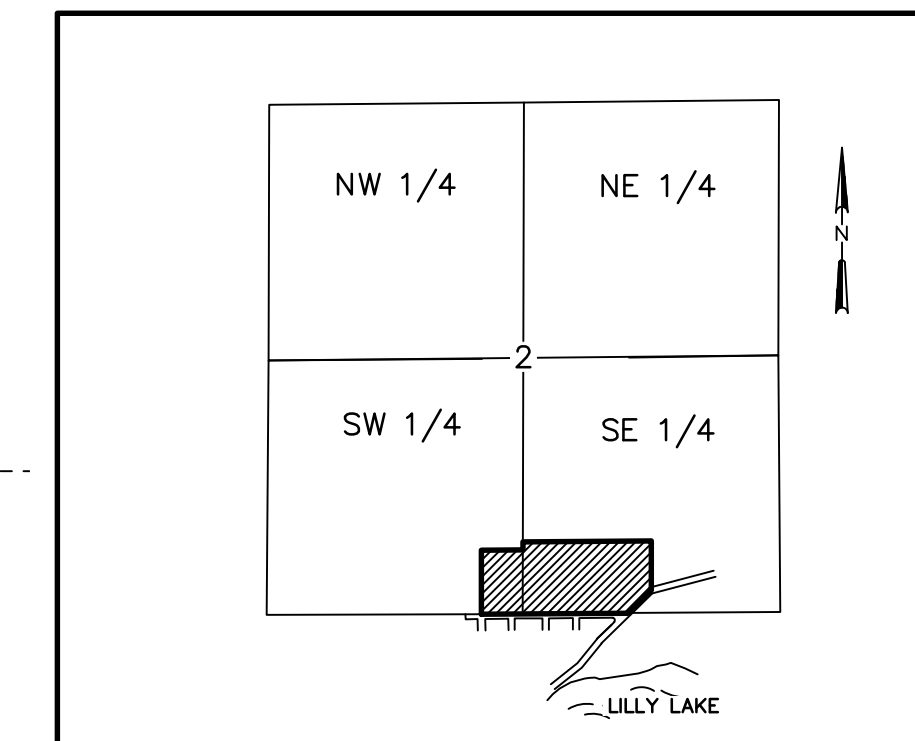


SCALE: 1" = 100'

OWNER / DEVELOPER:  
ARTHUR A. NABER and  
PAUL J. NABER,  
29929 PLANK ROAD,  
BURLINGTON, WI 53105

SURVEYOR / ENGINEER:  
LYNCH AND ASSOCIATES-  
ENGINEERING CONSULTANTS, LLC.  
405 SKYLINE DR.  
LAKE GENEVA, WI 53147  
PH. 262-248-3697

### LOCATION MAP



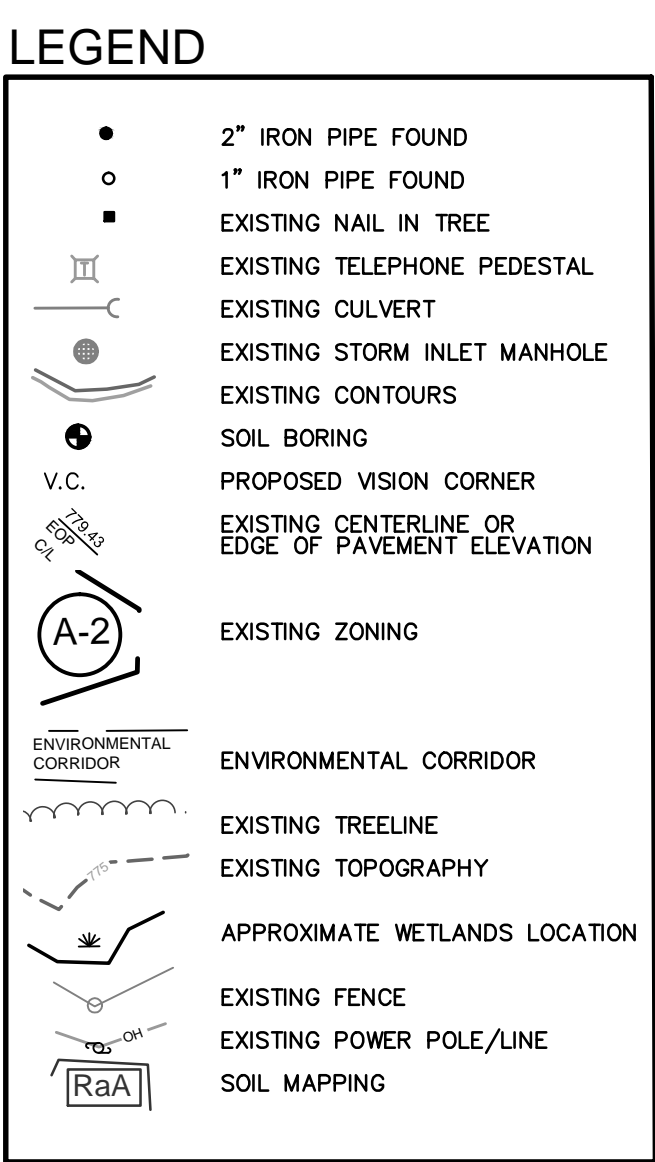
SOUTH 1/2 OF SECTION 2, TOWN 1 NORTH, RANGE 19 EAST  
SCALE: 1" = 2000'

**LEGAL DESCRIPTION:**  
BEING PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION 2, TOWN 1 NORTH, RANGE 19 EAST, IN THE TOWN OF WHEATLAND, KENOSHA COUNTY, WISCONSIN BEING MORE COMPLETELY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST 1/4 OF SAID SECTION 2; THENCE S89°40'14"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 SECTION 2 2881.88 FEET TO A CONCRETE MONUMENT MARKING THE SOUTH 1/4 OF SAID SECTION 2 AND THE POINT OF BEGINNING; THENCE WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 S89°00'06"W, A DISTANCE OF 429.19' TO A POINT; THENCE LEAVING SAID SOUTH LINE N00°10'20"E, A DISTANCE OF 666.03' TO A POINT; THENCE N89°03'52"E, A DISTANCE OF 429.18' TO A 1" FOUND IRON PIPE; THENCE N00°10'20"E, A DISTANCE OF 82.69' TO A POINT; THENCE N89°40'14"E, A DISTANCE OF 1337.07' TO A POINT; THENCE S00°07'27"E, A DISTANCE OF 513.85' TO A POINT IN THE CENTERLINE OF LILLY LAKE ROAD; THENCE WITH SAID CENTERLINE, S45°39'29"W, 337.33' TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 2; THENCE WITH SAID SOUTH LINE S89°40'14"W, 1099.18' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 28.8 ACRES MORE OR LESS.

- NOTES:**
- TOTAL PARCEL OF LAND INCLUDED IN THIS PLAT CONTAINS 28.8 ACRES.
  - ALL LOTS TO BE SERVED BY POWTIS (PRIVATE ON-SITE WASTEWATER TREATMENT SYSTEM)
  - ZONING, ENVIRONMENTAL CORRIDOR AND SHORELAND JURISDICTION LIMIT LINES TAKEN FROM KENOSHA COUNTY G.I.S. WEBSITE.
  - WETLANDS DELINEATED BY TRC SOLUTIONS, SEPTEMBER 9, 2015.
  - SEE SHEET 2 FOR EXISTING TOPOGRAPHY.
  - PROPERTY TO BE REZONED TO R-2 SUBURBAN SINGLE-FAMILY RESIDENTIAL WITH LOT 1 REMAINING A-2. THE APPLICANT IS NOT APPLYING FOR THE REZONING OF THE C-1 LOWLAND RESOURCE CONSERVANCY DISTRICT OR C-2 UPLAND RESOURCE CONSERVANCY DISTRICT AREAS OF PROPOSED LOT 1
  - PROPERTY IS NOT IN A FLOOD HAZARD AREA PER FEMA MAP 55059c0129D, EFFECTIVE DATE 6-19-12.
  - OUTLOT 1 TO BE OWNED IN AN UNDIVIDED 1/14th FRACTIONAL INTEREST BY ALL THE LOT OWNERS AND MAINTAINED BY THE HILLS OF LILLY LAKE HOMEOWNERS ASSOCIATION, INC. SEE OUTLOT STATEMENT
  - WE REQUEST A WAIVER FOR THE COMMON LOT LINE OF LOTS 8 AND 9 AND 10, 11 AND 12 NOT BEING PERPENDICULAR TO THE RIGHT-OF-WAY
  - NO BUILDING FOR HUMAN HABITATION SHALL BE PLACED OR CONSTRUCTED ON OUTLOT 1

**VISION CORNER RESTRICTIONS**  
PLANTING OF BERMS, FENCES, SIGNS AND ANY OTHER STRUCTURES SHALL NOT EXCEED 24 INCHES IN HEIGHT ABOVE THE INTERSECTION ELEVATION, EXCEPT FOR NECESSARY HIGHWAY AND TRAFFIC SIGNS, PUBLIC UTILITY LINES AND OPEN FENCES THROUGH WHICH THERE IS CLEAR VISION, NOR SHALL ANY DRIVEWAYS BE PERMITTED WITHIN SAID VISION CORNER.

**DRAINAGE EASEMENTS**  
ALL LANDS WITHIN AREAS LABELED "DRAINAGE EASEMENT" ARE RESERVED FOR STORM WATER COLLECTION, CONVEYANCE, TREATMENT OR INFILTRATION. NO BUILDINGS OR OTHER STRUCTURES ARE ALLOWED IN THESE AREAS. NO GRADING OR FILLING IS ALLOWED IN THESE AREAS THAT MAY INTERRUPT STORM WATER FLOWS IN ANY WAY. THE MAINTENANCE AGREEMENT MAY CONTAIN SPECIFIC MAINTENANCE REQUIREMENTS FOR THESE AREAS. THE TOWN OF WHEATLAND, KENOSHA COUNTY OR THEIR DESIGNEE ARE AUTHORIZED ACCESS IN THESE AREAS FOR PURPOSES OF INSPECTING THE STORM WATER MANAGEMENT PRACTICES OR ENFORCING THE TERMS OF MAINTENANCE AGREEMENT.



**UTILITY EASEMENT PROVISIONS:**  
AN EASEMENT FOR ELECTRICAL AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY THE HILLS OF LILLY LAKE, LLC, GRANTOR, TO, WE ENERGIES, TELEPHONE AND CABLE COMPANIES, GRANTEEES 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 ELECTRICAL ENERGY FOR SUCH PURPOSES AS THE SAME IS ON OR MAY HEREAFTER BE USED AND FOR SOUNDS AND SIGNALS, ALL IN, OVER, UNDER ACROSS ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREA ON THE PLAT DESIGNATED AS "UTILITY EASEMENT" 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 GRANTEEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEEES OR THEIR AGENTS, THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES OR COMMUNICATIONS 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 GRANTEEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN FOUR (4) INCHES WITHOUT THE WRITTEN CONSENT OF GRANTEEES. THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

**OUTLOT STATEMENT:**  
EACH LOT OWNER SHALL HAVE AN UNDIVIDABLE FRACTIONAL INTEREST IN OUTLOT 1 OF THE HILLS OF LILLY LAKE. THE TOWN OF WHEATLAND AND KENOSHA COUNTY SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL CHARGES IN THE EVENT THEY BECOME THE OWNER OF THIS SUBDIVISION BY REASON OF TAX DELINQUENCY.

**PHASING NOTES:**  
1. PHASE 1 CONSISTS OF PROPOSED LOTS 1 - 5 AND LOT 14.  
2. PHASE 2 CONSISTS OF PROPOSED LOTS 6 THROUGH 13, OUTLOT 1, AND THE PROPOSED 789+- FEET LONG, 66-FOOT WIDE DEDICATED PUBLIC STREET RIGHT-OF-WAY WHICH TERMINATES AT THE NORTHERNMOST PROPERTY LINE WITH A 65-FOOT RADIUS TURNAROUND AREA AT ITS TERMINUS



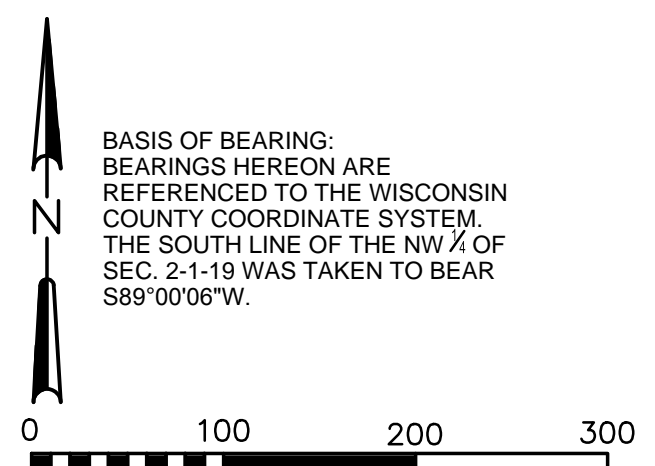
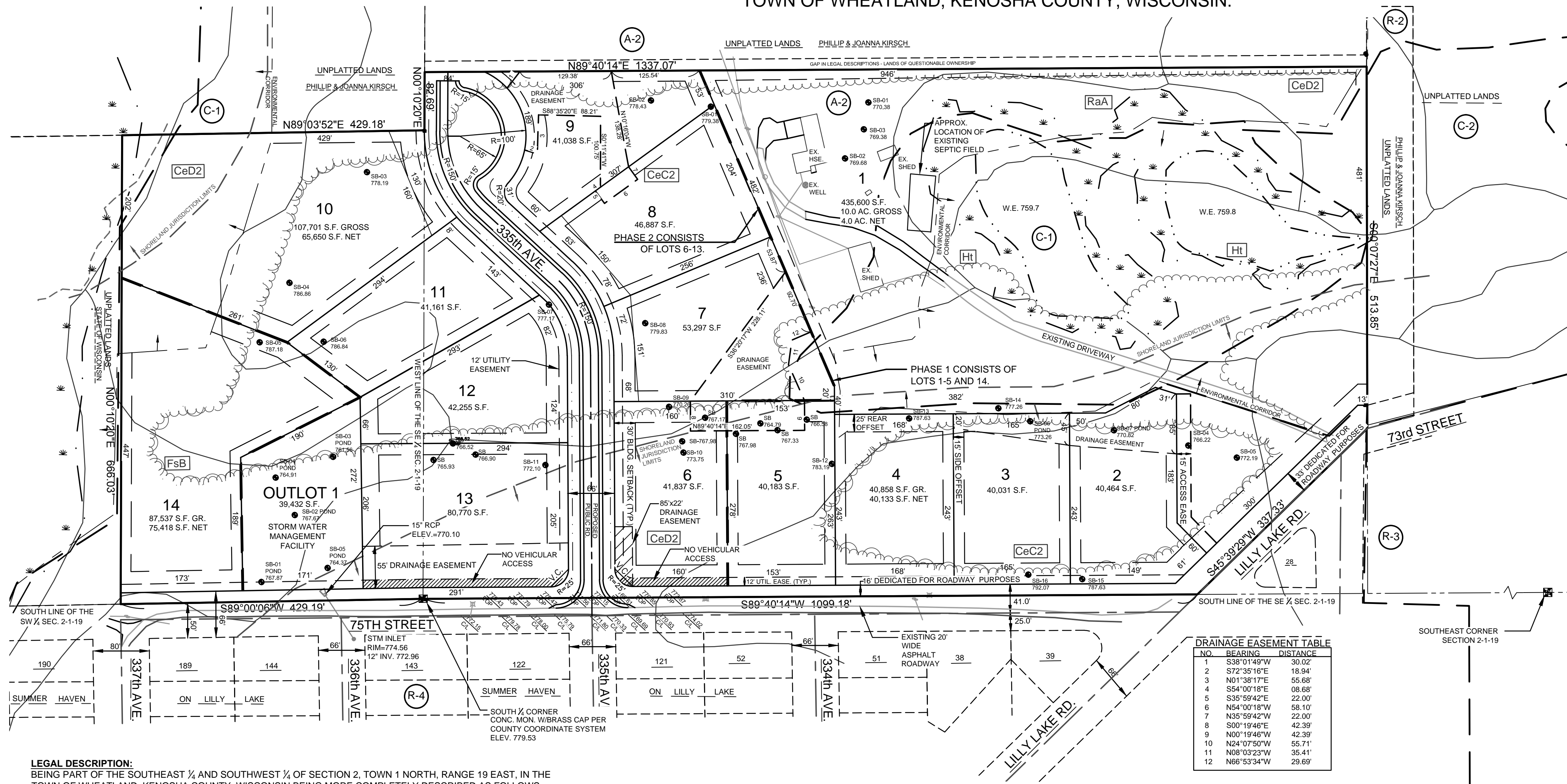
KENNETH B. MEHRING S-2838  
WISCONSIN PROFESSIONAL  
LAND SURVEYOR  
(original if signed in red)

REV. 12-09-15  
REV. 11-11-15  
REV. 9-08-15  
DATE: 8-18-15  
SHEET 1 OF 3

INSTRUMENT DRAFTED BY: KENNETH B. MEHRING, P.L.S., S-2838

# PRELIMINARY PLAT THE HILLS OF LILLY LAKE

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION 2  
TOWN 1 NORTH, RANGE 19 EAST  
TOWN OF WHEATLAND, KENOSHA COUNTY, WISCONSIN.

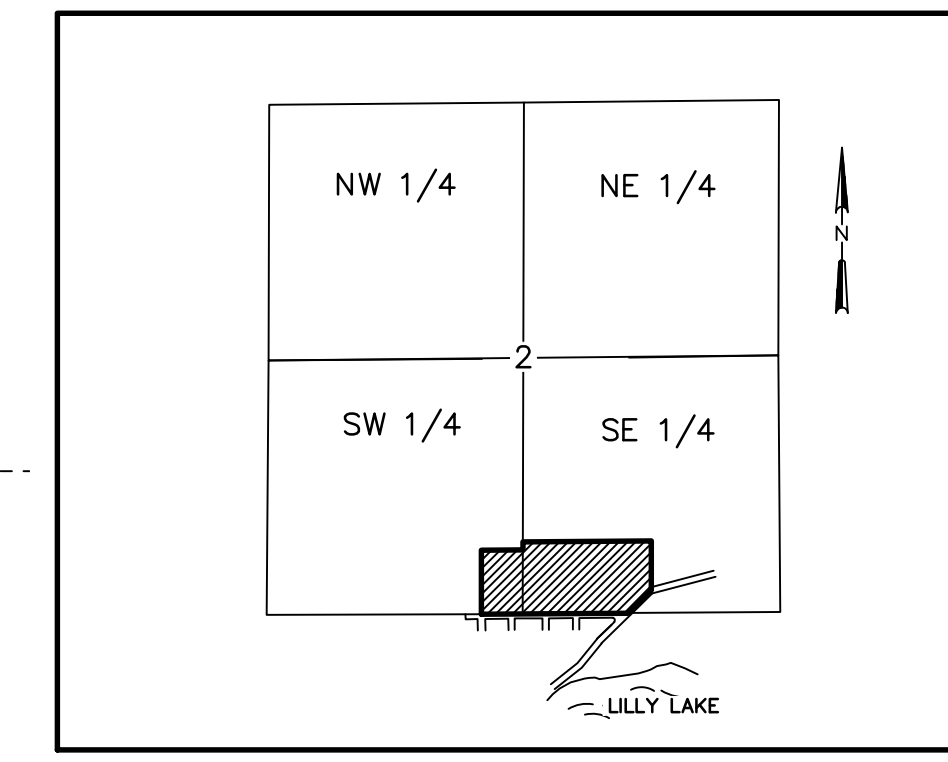


SCALE: 1" = 100'

OWNER / DEVELOPER:  
ARTHUR A. NABER and  
PAUL J. NABER,  
29929 PLANK ROAD,  
BURLINGTON, WI 53105

SURVEYOR / ENGINEER:  
LYNCH AND ASSOCIATES-  
ENGINEERING CONSULTANTS, LLC.  
405 SKYLINE DR.  
LAKE GENEVA, WI 53147  
PH. 262-248-3697

### LOCATION MAP



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  - ZONING, ENVIRONMENTAL CORRIDOR AND SHORELAND JURISDICTION LIMIT LINES TAKEN FROM KENOSHA COUNTY G.I.S. WEBSITE.
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  - OUTLOT 1 TO BE OWNED IN AN UNDIVIDED 1/14th FRACTIONAL INTEREST BY ALL THE LOT OWNERS AND MAINTAINED BY THE HILLS OF LILLY LAKE HOMEOWNERS ASSOCIATION, INC. SEE OUTLOT STATEMENT
  - WE REQUEST A WAIVER FOR THE COMMON LOT LINE OF LOTS 8 AND 9 AND 10, 11 AND 12 NOT BEING PERPENDICULAR TO THE RIGHT-OF-WAY
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### LEGEND

- 2" IRON PIPE FOUND
- 1" IRON PIPE FOUND
- EXISTING NAIL IN TREE
- ⊥ EXISTING TELEPHONE PEDESTAL
- EXISTING CULVERT
- ⊙ EXISTING STORM INLET MANHOLE
- EXISTING CONTOURS
- SOIL BORING
- V.C. PROPOSED VISION CORNER
- EXISTING CENTERLINE OR EDGE OF PAVEMENT ELEVATION
- (A-2) EXISTING ZONING
- ENVIRONMENTAL CORRIDOR
- EXISTING TREELINE
- EXISTING TOPOGRAPHY
- APPROXIMATE WETLANDS LOCATION
- EXISTING FENCE
- EXISTING POWER POLE/LINE
- (RaA) SOIL MAPPING

**UTILITY EASEMENT PROVISIONS:**  
AN EASEMENT FOR ELECTRICAL AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY THE HILLS OF LILLY LAKE, LLC, GRANTOR, TO, WE ENERGIES, TELEPHONE AND CABLE COMPANIES. GRANTEEES 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 ELECTRICAL ENERGY FOR SUCH PURPOSES AS THE SAME IS ON OR MAY HEREAFTER BE USED AND FOR SOUNDS AND SIGNALS, ALL IN, OVER, UNDER ACROSS ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREA ON THE PLAT DESIGNATED AS "UTILITY EASEMENT" 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 GRANTEEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES OR COMMUNICATIONS 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 GRANTEEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN FOUR (4) INCHES WITHOUT THE WRITTEN CONSENT OF GRANTEEES. THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

**OUTLOT STATEMENT:**  
EACH LOT OWNER SHALL HAVE AN UNDIVIDABLE FRACTIONAL INTEREST IN OUTLOT 1 OF THE HILLS OF LILLY LAKE. THE TOWN OF WHEATLAND AND KENOSHA COUNTY SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL CHARGES IN THE EVENT THEY BECOME THE OWNER OF THIS SUBDIVISION BY REASON OF TAX DELINQUENCY.

**PHASING NOTES:**  
1. PHASE 1 CONSISTS OF PROPOSED LOTS 1 - 5 AND LOT 14.  
2. PHASE 2 CONSISTS OF PROPOSED LOTS 6 THROUGH 13, OUTLOT 1, AND THE PROPOSED 789+- FEET LONG, 66-FOOT WIDE DEDICATED PUBLIC STREET RIGHT-OF-WAY WHICH TERMINATES AT THE NORTHERNMOST PROPERTY LINE WITH A 65-FOOT RADIUS TURNAROUND AREA AT ITS TERMINUS



KENNETH B. MEHRING S-2838  
WISCONSIN PROFESSIONAL  
LAND SURVEYOR  
(original if signed in red)

REV. 12-09-15  
REV. 11-11-15  
REV. 9-08-15  
DATE: 8-18-15  
SHEET 1 OF 3

INSTRUMENT DRAFTED BY: KENNETH B. MEHRING, P.L.S., S-2838

# PRELIMINARY PLAT THE HILLS OF LILLY LAKE

PART OF THE SOUTHEAST ¼ AND SOUTHWEST ¼ OF SECTION 2  
TOWN 1 NORTH, RANGE 19 EAST  
TOWN OF WHEATLAND, KENOSHA COUNTY, WISCONSIN.

I, KENNETH B. MEHRING, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE LAND HEREIN DESCRIBED:

A PARCEL OF LAND BEING PART OF THE SOUTHEAST ¼ AND SOUTHWEST ¼ OF SECTION 2, TOWN 1 NORTH, RANGE 19 EAST, IN THE TOWN OF WHEATLAND, KENOSHA COUNTY, WISCONSIN BEING MORE COMPLETELY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST ¼ OF SAID SECTION 2; THENCE S89°40'14"W ALONG THE SOUTH LINE OF THE SOUTHEAST ¼ SECTION 2 681.88 FEET TO A CONCRETE MONUMENT MARKING THE SOUTH ¼ OF SAID SECTION 2 AND THE POINT OF BEGINNING; THENCE WITH THE SOUTH LINE OF THE SOUTHWEST ¼ S89°00'06"W, A DISTANCE OF 429.19' TO A POINT; THENCE LEAVING SAID SOUTH LINE N00°10'20"E, A DISTANCE OF 666.03' TO A POINT; THENCE N89°03'52"E, A DISTANCE OF 429.18' TO A 1" FOUND IRON PIPE; THENCE N00°10'20"E, A DISTANCE OF 82.69' TO A POINT; THENCE N89°40'14"E, A DISTANCE OF 1337.07' TO A POINT; THENCE S00°07'27"E, A DISTANCE OF 513.85' TO A POINT IN THE CENTERLINE OF LILLY LAKE ROAD; THENCE WITH SAID CENTERLINE, S45°39'29"W, 337.33' TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 2; THENCE WITH SAID SOUTH LINE S89°40'14"W, 1099.18' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 28.8 ACRES MORE OR LESS.

I FURTHER CERTIFY THAT I HAVE MADE SAID SURVEY, LAND DIVISION, AND PLAT BY THE DIRECTION OF MINOR'S HOMESTEAD 4, LLC, OWNER OF SAID LAND.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LANDS SURVEYED AND THE SUBDIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF KENOSHA COUNTY AND THE TOWN OF WHEATLAND IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
KENNETH B. MEHRING  
WISCONSIN PROFESSIONAL LAND SURVEYOR, NO. 2838  
(original if signed in red)



## CORPORATE OWNER'S CERTIFICATE

I, ARTHUR A. NABER AND PAUL J. NABER, MANAGING MEMBER OF PEAP LLC, A LIMITED LIABILITY CORPORATION IN THE STATE OF WISCONSIN, HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, DEDICATED AND MAPPED AS REPRESENTED ON THIS PLAT.

AS OWNER, I FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

- 1.) TOWN OF WHEATLAND
- 2.) KENOSHA COUNTY
- 3.) WISCONSIN DEPARTMENT OF ADMINISTRATION

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

PEAP, LLC

BY ITS MEMBER, ARTHUR A. NABER

BY ITS MEMBER, PAUL J. NABER

\_\_\_\_\_  
ARTHUR A. NABER, MANAGING MEMBER

\_\_\_\_\_  
PAUL J. NABER, MANAGING MEMBER

STATE OF WISCONSIN) ss  
KENOSHA COUNTY)

PERSONALLY CAME BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015 THE ABOVE NAMED ARTHUR A. NABER, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH AS ACKNOWLEDGE THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OWNER.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF WISCONSIN) ss  
KENOSHA COUNTY)

PERSONALLY CAME BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015 THE ABOVE NAMED PAUL J. NABER, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH AS ACKNOWLEDGE THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OWNER.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

## CERTIFICATE OF COUNTY TREASURER

STATE OF WISCONSIN) ss  
KENOSHA COUNTY)

I, TERI JACOBSON BEING DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF KENOSHA, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015 INCLUDED IN THIS PLAT OF THE HILLS OF LILLY LAKE.

\_\_\_\_\_  
TERI JACOBSON  
COUNTY TREASURER

## CERTIFICATE OF TOWN TREASURER

I, DEBORAH VOS, BEING DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE TOWN OF WHEATLAND, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015 INCLUDED IN THIS PLAT OF THE HILLS OF LILLY LAKE.

\_\_\_\_\_  
DEBORAH VOS  
TOWN TREASURER

## TOWN OF WHEATLAND RESOLUTION

RESOLVED THAT THE PLAT KNOWN AS THE HILLS OF LILLY LAKE, BEING A PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION 2, TOWN 1 NORTH, RANGE 19 EAST, TOWN OF WHEATLAND, KENOSHA COUNTY, WISCONSIN, WHICH HAS BEEN FILED FOR APPROVAL, BY AND HEREBY IS APPROVED AS REQUIRED BY CHAPTER 236 OF THE WISCONSIN STATUTES.

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE TOWN BOARD OF THE TOWN OF WHEATLAND AND THAT ALL CONDITIONS OF APPROVAL HAVE BEEN MET AS OF THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
WILLIAM GLEMBOCKI  
CHAIRMAN

\_\_\_\_\_  
SHEILA SIEGLER,  
CLERK

## UTILITY EASEMENT PROVISIONS:

AN EASEMENT FOR ELECTRICAL AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY PEAP, LLC, GRANTOR, TO, WE ENERGIES, TELEPHONE AND CABLE COMPANIES, GRANTEEES 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 ELECTRICAL ENERGY FOR SUCH PURPOSES AS THE SAME IS NO OR MAY HEREAFTER BE USED AND FOR SOUNDS AND SIGNALS, ALL IN, OVER, UNDER ACROSS ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREA ON THE PLAT DESIGNATED AS "UTILITY EASEMENT" 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 GRANTEEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES OR COMMUNICATIONS 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 GRANTEEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN FOUR (4) INCHES WITHOUT THE WRITTEN CONSENT OF GRANTEEES. THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

REV. 12-09-15  
REV. 11-11-15  
REV. 9-08-15  
DATE: 8-18-15  
SHEET 3 OF 3

INSTRUMENT DRAFTED BY: KENNETH B. MEHRING, P.L.S., S-2838