

Protective Covenants and  
Restrictions for North Meadows  
Addition No. 2

Document No.

Document Title

For Exhibit see Vol. 15  
Page 253, Doc. No. 1839571

1839572

SHEBOYGAN COUNTY, WI  
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ELLEN R. SCHLEICHER  
REGISTER OF DEEDS

RECORDING FEE: 29.00  
TRANSFER FEE:  
EXEMPTION #

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Recording Area

NAME AND RETURN ADDRESS

Jerold Berg  
W6084 St. Rd 28  
Cascade, WI. 53011

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name, return address and pin (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee per Wisconsin Statutes, 59.43 (2m)

WRDA 10/99

SCF-3122.0  
Revised 10/10/06

This Declaration of reciprocal easement agreement, protective covenants and restrictions made this 26 day of October, 2007, by Jerold J. Berg, Trustee of the Berg Trust dated January 18, 2000, ("Developers").

### **RECITALS**

A. Developers are the owners of real property located in Sheboygan County, Wisconsin, described as follows:

**Lots Sixteen through Twenty-three, inclusive, North Meadows Addition No. 2 Village of Cascade, Sheboygan County, Wisconsin.**

B. The developers desire: (a) to establish and to preserve the residential character and atmosphere for North Meadows Addition No.2, (b) to provide for the preservation of property values, (c) to prevent land uses which might detrimentally affect the North Meadows Addition No.2, (d) to encourage lot owners to develop their respective lots, and (e) to furnish certain improvements to the North Meadows Addition No.2.

**NOW, THEREFORE**, to accomplish the desires and intentions described above, the Developers enter into this reciprocal easement agreement and place the following covenants and restrictions upon said North Meadows Addition No. 2 Subdivision.

### **AGREEMENT**

#### **ARTICLE I**

#### **NORTH MEADOWS ADDITION NO. 2**

**1.1 North Meadows Addition No.2 Subdivision Committee.** The administration and enforcement of these covenants and restrictions and the reciprocal easement agreement, the authority to grant approvals, and the discretionary powers granted in this Declaration shall be vested in the North Meadows Addition No.2 Committee (the "Committee"). The Committee shall have the authority to enforce the terms and provisions of this Declaration and to regulate the exterior design, appearance, use, location and maintenance of the lots and of improvements construed, or to be

constructed, on the lots in accordance with the terms, provisions, and purposes of this Declaration.

**1.2 Committee Composition.** The Committee shall be composed of three (3) members. The initial members shall be appointed by the Developers. After all Eight (8) lots have been sold by the Developers, the lot owners shall elect the members to the Committee, commencing at the next annual meeting of the lot owners. Members of the Committee shall hold office for a term of one year. Except for the Developers, no committee member may be reelected if the committee member has already served three (3) years. In the event the lot owners fail to elect new committee members, the previous committee members shall continue in the position. Interim vacancies will be filled by appointment from the remaining Committee Members.

**1.3 Meeting Procedure.** Annual meetings of the lot owners and, after the lot owners have elected the Committee members, any Committee Meeting at which a petition for waiver of a restriction is to be discussed or voted upon, shall be held at a place accessible to all lot owners. Lot owners shall be given at least seven (7) days advance written notice indicating the location and time of such meetings. Any other Committee Meeting may be held by telephone or similar electronic device. Except where otherwise provided in this Declaration, majority vote shall be sufficient at any Committee meeting to approve or disapprove of any matter before the Committee. In the election of members of the Committee and in effecting an amendment or taking other under this Declaration, each lot shall represent one vote only regardless of the number of lots owned by one person, party or entity, including without limitation the Developers, and regardless of the number of owners of a lot. In the event a two-unit condominium is located upon a lot, each condominium unit shall have one-half of a vote. The annual meeting of lot owners shall occur annually on the first Saturday of May.

**1.4 Committee Plan Review.** No building shall be erected, placed or altered, (pertaining to alterations or additions) until the complete plans have been approved by the committee in writing. Complete plans shall specifically show the location of the building upon the lot, address elevations, specifications, size, quality, materials, harmony of design and its site, driveways, landscaping, and compatibility to other homes in the subdivision. The construction must be compliant with the drainage and utility easement requirements as determined on the subdivision final plat. Complete plans and specifications and a detailed site plan shall be submitted to and approved in writing by the Committee at least thirty (30) days prior to the commencement of construction. Committee's approval or disapproval shall be based upon compliance with the provisions of this Declaration. The Committee's approval or disapproval of plans submitted to it shall be in writing. If the Committee fails to approve or disapprove within Fourteen (14) days any plans submitted to it, they shall be deemed to have been approved.

**1.5 Waiver Authority.** The Committee shall have authority by majority vote to waive the whole or in part the restrictions set forth in any of the paragraphs of Article II upon the written petition of any lot owner, except for the restrictions in Section 2.2, and after giving all other lot owners seven (7) days advance written notice of the meeting of the Committee to consider such petition. A Committee member, other than Developers, shall abstain from voting upon any waiver relating to his or her lot.

**LOT RESTRICTIONS**

**2.1 Use.** All lots shall be used primarily for residential purposes. This restriction shall not prohibit the owner of a duplex constructed upon a lot from renting the residences. Other than the sale or rental of lots, or dwellings constructed upon the lots, or the construction activities relating to the improvements of the lots and dwellings upon the lots, no commercial or business activity of any kind or nature may be conducted on any lot if it does, or could reasonably be expected to require or result in (a) a separate building on the lot, (b) manufacturing, storage, exterior activities, (c) customer or vendor traffic, (d) any exterior signs, or (e) any activity visible or audible to the other lot owners or the public.

**2.2 Restriction on Lot Divisions and Occupancy.** Because the Developers believe the size of the lots is essential to maintaining the aesthetic qualities of North Meadows Addition No.2, no lot shall be divided so as to form any additional building lots within North Meadows Addition No.2; provided, however, that a division pursuant to a condominium declaration shall not be deemed to be a land division as long as the dwelling units are constructed as described below. Two or more adjoining lots may be consolidated as one lot. Two adjoining lot owners may alter a common property line, provided that the change does not have a material impact upon the North Meadows Addition No. 2.

Lot numbers 16, 18, 19, 20, 21, shall each be occupied by one single family dwelling unit. Lot numbers 17, 22 and 23 may each be used for a duplex or condominium home, at the Developer's discretion at time of Lot sale.

**2.3 Dwelling Size and Design:** Living area is defined as those areas, excluding garages, patios and breezeways, which are to be heated and/or air conditioned. Any habitable portion of a basement which has adequate natural light and ventilation, access to grade, and is finished, may be included at the discretion of the Committee. All dwellings must have a minimum living area of at least the following size:

(A) One story, or split-level, single family dwelling - fifteen hundred (1,500) square feet (Lots 16, 17, 18, 19, 20, and 21). No 2-story homes are to be built in North Meadows Addition No. 2.

(B) Two-family dwellings, condominium or duplex (on Lots 17, 22 and 23) - twenty four hundred (2,400) square feet, with at least twelve hundred (1,200) square feet in each unit; provided that both dwelling units in the building must independently comply with all code requirements for a dwelling. The exterior facades of the home should appear to integrate both dwelling units as a single residence, and driveway access must be provided on different streets of the corner lots.

(C) All homes must be built on site; no existing homes shall be relocated into the subdivision.

In addition to the regulation of the exterior design and appearance by the Committee pursuant to Sections 1.1 and 1.4, the main roof lines of the dwelling shall have a minimum pitch of 5/12, and overhang extensions not less than 18" on all sides. No flat roofs are allowed on any building or structure.

**2.4 Garages.** All dwellings shall be designed to include an attached garage which is large enough for at least two (2) cars, but not more than 3.5 cars. The exterior facades

shall integrate the dwelling and the garage as a single building. The garage shall be constructed at the same time as the dwelling. Duplex or condominium units shall have not less than a 2 car garage for each unit.

**2.5 Accessory Improvements.** One additional storage building shall be allowed on lots number 16, 18, 19, 20 and 21, providing the front of the building is no more than 40 feet from the back lot line and dimensions of said building are not to exceed five hundred (500) square feet. (i.e. 22 X 22=484 sq ft). The auxiliary building shall be one-story, built with materials harmonious to the dwelling. All plans are subject to approval of the committee. Any additional structures on lots 17, 22 and 23 shall be at the discretion of The Committee. No accessory building, structure, or building of any other type may be constructed until the residential dwelling is constructed on the Lot.

**2.6 Off-Street Parking.** No dwelling shall be built on any lot without provision for off-street parking for a minimum of two (2) cars, exclusive of garage parking for each dwelling unit.

**2.7 Setbacks.** To assure that all buildings, structures, and other improvements will be located so that the maximum view and privacy will be available to each lot owner, no buildings, structures and other improvements may be located in the setback area of the lot. The setback areas shall be defined by the more restrictive of the ordinances for the Village of Cascade and the County of Sheboygan, as of the time of construction. All lot owners shall comply with zoning ordinances of the Village of Cascade and the County of Sheboygan in effect as of the date of this Declaration.

**2.8 Nuisances.**

**A. General Nuisances.** No untidy material (except during construction or remodeling of the dwelling), machinery, rubbish, bulk materials, scrap, refuse, trash, or debris shall be stored, kept, maintained, dumped, placed, or permitted to accumulate upon any lot. Each lot owner, family member, guest, invitee, employee, tenant, and agent shall refrain from any act or use of a lot which would be noxious, offensive, a violation of any law or governmental code or regulation, or a violation of this Declaration.

**B. Vehicle Storage.** Boats, campers, recreational vehicles, snowmobiles, and other similar recreational equipment, owned and used by the lot owner's immediate family may be kept outside of the garage and on the lot during the applicable season for use only. During the off-season, boats, campers, recreational vehicles, snowmobiles, and other similar recreational equipment, shall either be stored in the garage or at an off-site storage facility. No bus, trailer unlicensed or inoperable vehicle shall be stored, kept or maintained on any lot, other than in the garage. No commercial vehicles, including without limitation, delivery trucks, semi-trailer tractors, and dump trucks, shall be stored, kept or maintained on any lot or subdivision streets.

**C. Trash Collection.** Prior to the day of collection and removal from the lot, normal household garbage shall be kept in covered containers in the garage or accessory building.

**D. Signs.** No sign of any kind shall be erected, painted, displayed, or maintained upon any lot within the North Meadows Addition No.2, other than a sign no larger than 600 square inches either identifying the residential inhabitants of the dwelling on the lot or advertising the lot or residence for sale during such time as the property is actually for sale. This restriction shall not apply to the Developers until all of the lots have been sold.

**E. Lighting.** Exterior lighting shall be soft and indirect. No light sources shall be located so that they are offensive to neighboring property.

**F. Pets.** No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept upon the lots; provided that a reasonable number of generally recognized house pets may be kept solely as domestic pets for the immediate family of the lot owner and not for any commercial purpose. No outside enclosures will be allowed for housing or restraining animals or pets.

**G. Permanent Dwelling Requirement.** No mobile home, trailer, camper, tent, shack, garage, or any other type of out-building or structure shall be at any time used as a residence, either temporary or permanent.

**H. Construction Timing.** Any construction shall be prosecuted diligently and continuously from the onset of construction activities at the lot. The construction of the dwelling, exclusive of interior construction, must, in any case, be completed within eight (8) months from commencement of construction.

**I. Lot Maintenance:** After a lot is sold to a buyer and construction does not commence within 45 days of the lot sale, the owner is required to keep the ground cover (grass, etc) cut to a height not to exceed six (6) inches so as to prevent weed growth on the properties.

**J. Landscaping.** Grass must be planted during the first available growing season after completion of the exterior of the dwelling. Weeds and grasses must be kept in control and properly trimmed, including without limitation monthly seasonal trimming prior to occupancy. The landscaping plan shall include improvement to the drainage easement areas for each lot, maintaining required grades.

**K. Drainage and Erosion Control.** To avoid a substantial increase in surface water drainage onto adjoining lots, if natural drainage on the lot is to be or has been altered by grading or landscaping, a landscaping plan shall be developed by the lot owner to provide for drainage of storm and surface water away from adjoining lots. During any construction and earth moving activities, erosion control practices shall be maintained. Each lot owner shall comply with County and Village soil and erosion control plan ordinances.

**L. Signal Transmission Equipment.** No roof mounted TV Antenna, no ham radio or other tall antennas are allowed and no satellite dish larger than 30" shall be allowed within North Meadows Addition No. 2.

**ARTICLE 111  
RECIPROCAL EASEMENT AGREEMENT**

**3.1 Right of Way Easement.** Each lot owner and Developers hereby grant, bargain, sell, convey and confirm to all of the other lot owners, and to their family members, guests, invitees, tenants, agents, successors, assigns, and licensees, a right of way and easement on any and all roads and drives identified and depicted on the Subdivision Plat attached as Exhibit "B" whether owned by the Developers or the lot owners (North Meadows Addition No. 2 roads), unless and until the Village of Cascade accepts the dedication to the public of the North Meadows Addition No. 2 roads. This right of way and easement on the roads is granted for the purpose of lot owners, and their family members, guests, invitees, tenants, agents, successors, assigns, and licensees, having access to and egress from the lots and public roads abutting the North Meadows Addition No. 2. The right of way and easement shall permit, without limitation, the right to drive on North Meadows Addition No. 2 roads such vehicles as are reasonable and consistent with the use of the lots, along with construction equipment during actual construction. All lot owners, and their respective successors and assigns, covenant and agree that no building, structure or improvement will be erected on or in close proximity to North Meadows Addition No. 2 roads so as to impact the use of the roads. In the event all owners of real estate underlying the North Meadows Addition No. 2 roads join in the dedication of the North Meadows Addition No. 2 roads as public roads, the easement described in this paragraph shall terminate upon acceptance of the dedication.

**3.2 Utility Easements.** Each lot owner hereby grants, bargains, sells, conveys and confirms to all of the other lot owners, and to their successors, assigns, and licensees, an easement on, along, above, under, and within 20 feet of, North Meadows Addition No. 2 roads, and as depicted on the Subdivision Plat, for purposes of installing, repairing, maintaining, altering, operating, using, removing, and replacing utilities, including without limitation: (a) water, storm and sanitary sewer systems, (b) fire loops and hydrants, (c) electric power, gas, and other forms of energy, (d) telephone, cable, and other forms of signal transmission, and (e) other similar utilities, serving any lot. The easement rights granted by this reciprocal easement agreement shall likewise inure to the benefit of governmental, public and quasi-public entities having the authority to provide utility services. All lot owners, and their respective successors and assigns, agree to enter into reasonable additional documents requested by such entities and relating to this utility easement. All lot owners, and their respective successors and assigns, covenant and agree that no building, structure, or improvements will be erected on or in close proximity to the easement area so as to impact the use of this utility easement.

**3.3 Indemnification.** Each lot owner ("Indemnifying Party") agrees to indemnify and hold the other lot owners harmless from and against any and all demands, liabilities, losses, costs, damages, claims, actions, causes of action, or expenses (including reasonable attorneys fees), of any kind or nature whatsoever, including injury to or death of any and all persons and any and all damage to property caused by, resulting from, arising out of, or in consequence of the acts of the Indemnifying Party, and of acts of the Indemnifying Party's family members, guests, invitees, tenants, agents, successors, assigns, and licensees, relating to the exercise of rights under Article III of this Declaration.

## ARTICLE IV GENERAL PROVISIONS

**4.1 Duration.** The lot restrictions in Article II of this Declaration shall run with and bind the land and shall be binding on all parties and owners of such lands and any parties holding under them for a period of forty (40) years from the date this Declaration is recorded, and thereafter for successive periods of ten years unless at least one year prior to the commencement of any such ten-year period of extended duration, this Declaration is terminated by a recorded instrument, directing termination, signed by a majority of the lot owners. The reciprocal easement agreement in Article III of this Declaration shall run with and bind the land and shall be binding on all parties and owners of such lands and any parties holding under them in perpetuity. This Declaration shall be binding upon and inure to the benefit of the successors and assigns of the lot owners.

**4.2 Enforcement.** The Developers, the Committee, or any lot owner shall have the right to enforce, by any proceeding at law or in equity, all covenants and restrictions now or hereafter imposed by this Declaration. Such action may be either to restrain violation or to recover damages. As to many of the restrictions, it would be impossible to measure the monetary loss suffered by violation so that equitable or injunctive relief may be the only remedy. Each lot owner, by accepting an interest in any lot, agrees to be bound by all the conditions, limitations, reservations, and restrictions contained in this Declaration, and in the event of a breach by such lot owner agrees to pay all costs, including actual attorney's fees, for the enforcement of these covenants and restrictions.

**4.3 Assessment and Lien Rights.** Each lot owner, by accepting an interest in any lot, agrees to reimburse the Committee (or the Developers if the Developers incur the cost of enforcing the Declaration) for the actual costs of enforcement pursuant to the provisions of Section 4.2. No owner may waive or otherwise escape liability for the assessments by non-use or by abandonment of the lot. Assessments shall automatically be due and payable within 20 days after the vote approving the assessment. Any assessment not paid by the date due shall automatically be due and payable within 20 days after the vote approving the assessment. Any assessment not paid by the date due shall bear interest at the rate of 12% per annum. The assessments, together with interest, and actual costs of collection (including actual attorneys fees), shall constitute a lien on the lot against which each such assessment is made, as well as the personal obligation of the lot owner as of the date the assessment was due. By accepting the conveyance of the lot, each lot owner stipulates to the enforceability of the lien in the same manner as condominium liens are enforceable in the State of Wisconsin, pursuant to Section 703.16, Wis. Stats. To collect the assessments, the Committee may bring an action at law against the lot owner personally or foreclose the lien against the lot.



**4.4 Expansion of North Meadows Addition No. 2.** Developers reserve the right, at any time during the term of this Declaration and from time to time in phases, to subject Developers' Additional Property to this Declaration and to unilaterally add additional land to the North Meadows Addition No. 2 (the "additional phases"). Developers shall add the Additional Phases by executing and recording an amendment to this Declaration. The amendment shall set forth the legal description of the Additional Phases by executing and recording an amendment to this Declaration. The amendment shall set forth the legal description of the Additional Phases and depict the lot configuration. Until such time that Developers have sold fifty (50%) percent of the lots in the Additional Phases, then at the election of the Developers, the Developers shall have the exclusive authority for plan review, waiver, and other functions of the Committee described in Article I, but only for the lots in the Additional Phases and only until Developers have sold fifty (50%) percent of those lots, notwithstanding the provisions of Article I to the contrary.

**4.5 Severability and Applicable Law.** If any provision of this Declaration is illegal, unenforceable or void, then the parties shall be relieved of all obligations arising under such provision, but only to the extent it is illegal, unenforceable or void, it being the intent and agreement of the parties that this Declaration shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if such is not possible, by sustaining therefore another provision that is legal and enforceable and achieves the same objectives. This Declaration shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

**4.6 Amendment and Waiver.** This Declaration may be amended at any time by a written instrument, executed so as to be recordable by the lot owners of not less than 75% percent of the lots subject to this Declaration, provided, however, that any amendment affecting the prohibition against land division in Section 2.2 or the reciprocal easement agreement in Article III shall be executed by the lot owners of 100% percent of the lots subject to this Declaration. Upon the request of a lot owner, a waiver granted pursuant to Section 1.5 shall be in writing, in recordable form, and signed by the Committee members voting in favor of the waiver, and may be recorded by the lot owner.

**4.7 Notice.** Wherever under this Declaration one party is required or permitted to give notice to another, such notice shall be deemed given when delivered in hand or when mailed by first class United States mail, postage prepaid, and addressed to the addressee at the notice address. The notice address for lot owners shall be the one given to the Committee and, if no address has been given to the Committee, the notice address will be at the street address of the lot.

**4.8 No Waiver.** No consent or waiver, expressed or implied, by the Committee to or of any covenant, condition or duty of lot owner, shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty of lot owner, unless in writing signed by the Committee.

**4.9 Exculpation.** It is understood that nothing in this Declaration shall be construed as creating any personal liability whatsoever against the developers, or their agents.

IN WITNESS WHEREOF, Developers have executed this Declaration as of the day and date set forth above.

Berg Trust dated January 18, 2000

By: Jerold J. Berg  
Jerold J. Berg, Trustee

STATE OF WISCONSIN )

) ss

SHEBOYGAN COUNTY)

Personally came before this 21<sup>st</sup> day of October, 2007 the above named Jerold J. Berg to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

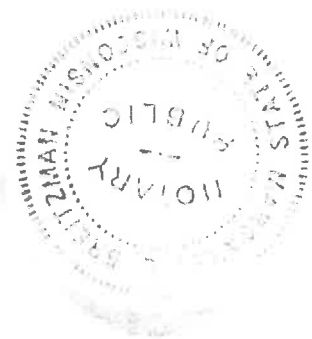
Margaret L. Breitzman

Margaret L. Breitzman

Notary Public                      Sheboygan County

My Commission expires: January 11, 2009

Drafted for Jerold J. Berg by Peggy Breitzman



1839854

DOCUMENT NO.

**AFFIDAVIT OF CORRECTION****THIS FORM IS INTENDED TO CORRECT SCRIVENER'S ERRORS.****THIS FORM SHOULD NOT BE USED FOR THE FOLLOWING PURPOSES WITHOUT THE NOTARIZED SIGNATURES OF THE GRANTOR/GRANTEE\***

- Altering boundary lines
- Altering title/ownership
- Adding property
- Deleting property

AFFIANT, hereby swears or affirms that the attached document recorded on the 2nd day of July, 2007 (year) in volume \_\_\_\_\_, page \_\_\_\_\_, as document no. 1830494 and was recorded in the Register of Deeds of Sheboygan County, State of WI, contained the following error (if more space is needed, please attach an addendum):

Original Drainage, Detention Basin and Access Easement contained errors in the legal descriptions, original attached and errors underlined.

The correction is as follows (if more space is needed, please attach an addendum):

Original Corrected Legal Descriptions Attached, corrections are underlined.

A complete original or copy of the original document should be attached.

Dated this 14<sup>th</sup> day of November, 2007.

Klaus E. Andrews  
Affiant's Signature (type name below)

\* David E. Andrews

Jerold Berg  
Grantor's Signature (type name below)

\* Jerold Berg

Grantor's Signature (type name below)

\* Janice Berg

Kurt G. Schermacher, SBN 01025412  
David E. Andrews Law Office, S.C.

Drafted by: Plymouth, WI

SHEBOYGAN COUNTY, WI

RECORDED ON

11/14/2007 12:35PM

ELLEN R. SCHLEICHER  
REGISTER OF DEEDS

RECORDING FEE: 19.00  
TRANSFER FEE:  
EXEMPTION #

STAFF ID 9  
TRANS # 107365  
# OF PAGES: 5

## RECORDING AREA

NAME AND RETURN ADDRESS

David E. Andrews Law Office, S.C.  
623 E. Mill Street  
P.O. Box 349  
Plymouth, WI 53073-0349

Pin: \_\_\_\_\_

David Jaekels  
Grantee's Signature (type name below)

\* Village of Cascade, David Jaekels, President

Sherry Gallagher  
Grantee's Signature (type name below)

\* Village of Cascade, Sherry Gallagher, Clerk

STATE OF WISCONSIN  
COUNTY OF SHEBOYGAN

Subscribed and sworn to (or affirmed) before me this 14<sup>th</sup> day of November, 2007.

Kurt G. Schermacher  
(type name below)  
Kurt G. Schermacher

Notary Public, State of WISCONSIN

My Commission (expires) (is): permanent

5

**Corrected Legal Description**

Being part of the NE1/4 and NW1/4 of the SE1/4 of Section 20, T14N, R21E, Village of Cascade, Sheboygan County, Wisconsin, described as commencing at the E1/4 corner of said Section 20; thence S.89°35'19"W. 655.84 feet; thence S.00°05'44"E. 671.96 feet; thence S.89°54'16"W. 462.61 feet; thence N.00°05'44"W. 54.68 feet to the point of beginning; thence S.89°54'16"W. 435.09 feet; thence S.37°36'41"W. 125.77 feet; thence S.00°05'44"E. 119.11 feet; thence Southwesterly 28.69 feet along the arc of a 233.00 foot radius curve to the left said curve having a chord which bears S.63°06'57"W. 28.67 feet; thence S.59°35'19"W. 47.21 feet; thence Southwesterly 103.47 feet along the arc of a 198.64 foot radius curve to the right said curve having a chord which bears S.74°30'41"W. 102.31 feet; thence N.00°33'56"W. 71.20 feet; thence Northeasterly 84.65 feet along the arc of a 440.64 foot radius curve to the right said curve having a chord which bears N.04°56'16"E. 84.52 feet; thence N.10°26'28"E. 72.15 feet; thence S.79°33'32"E. 147.44 feet; thence N.37°36'41"E. 117.75 feet; thence N.89°54'16"E. 440.00 feet; thence S.00°05'44"E. 10.00 feet to the point of beginning.

Being part of the NE1/4 and NW1/4 of the SE1/4 of Section 20, T14N, R21E, Village of Cascade, Sheboygan County, Wisconsin, described as beginning at reference point A on the attached survey, thence S.86°26'04"W. 66.09 feet; thence N.00°33'56"W. 74.66 feet; thence northeasterly 97.33 feet along the arc of a 506.64 foot radius curve to the right said curve having a chord which bears N.04°56'16"E. 97.18 feet; thence N.10°26'28"E. 224.55 feet; thence northeasterly 83.48 feet along the arc of a 440.73 foot radius curve to the left said curve having a chord which bears N.05°00'53"E. 83.36 feet; thence S.70°40'19"E. 69.54 feet; thence southwesterly 74.95 feet along the arc of a 506.73 foot radius curve to the right said curve having a chord which bears S.06°28'58"W. 74.89 feet; thence S.10°26'22"W. 222.08 feet; thence southwesterly 84.65 feet along the arc of a 440.64 foot radius curve to the left said curve having a chord which bears S.04°56'16"W. 84.52 feet; thence S.00°33'56"W. 71.20 feet to the point of beginning.

Document Number

DRAINAGE, DETENTION BASIN,  
AND ACCESS EASEMENT~~18304/04~~~~SHEBOYGAN COUNTY, WI~~~~RECORDED ON  
07/02/2007 03:06PM~~~~ELLEN R. SCHLEICHER  
REGISTER OF DEEDS~~~~RECORDING FEE: 15.00  
TRANSFER FEE:  
EXEMPTION #~~~~STAFF ID 7  
TRANS # 100752  
# OF PAGES: 3~~

Record this document with the Register of Deeds

## Name and Return Address:

David E. Andrews Law Office, S.C.  
623 East Mill Street  
P.O. Box 349  
Plymouth, WI 53073-0349

THIS EASEMENT is made this 29<sup>th</sup> day of June, 2007, by and between Jerold Berg and Janice Berg, husband and wife, Grantor/Developer, and Village of Cascade, a Wisconsin municipality, Grantee.

Grantor/Developer, for the sum of \$1.00 and other good and valuable consideration, does hereby sell, assign and convey unto the Grantee an easement for drainage and water retention basin purposes over the following described real estate:


Being part of the NE1/4 and NW1/4 of the SE1/4 of Section 20, T14N, R21E, Village of Cascade, Sheboygan County, Wisconsin, described as commencing at the E1/4 corner of said Section 20; thence S.89°35'19"W. 655.84 feet; thence S.00°05'44"E. 671.96 feet; thence S.89°54'16"W. 462.61 feet; thence N.00°05'44"W. 54.68 feet to the point of beginning; thence S.89°54'16"W. 435.09 feet; thence S.37°36'41"W. 125.77 feet; thence S.00°05'44"E. 119.11 feet; thence Southwesterly 28.69 feet along the arc of a 233.00 foot radius curve to the left said curve having a chord which bears S.63°06'57"W. 28.67 feet; thence S.59°35'19"W. 47.21 feet; thence Northwesterly 103.47 feet along the arc of a 198.64 foot radius curve to the right said curve having a chord which bears S.74°30'41"W. 102.31 feet; thence N.00°33'56"W. 71.20 feet; thence Northeasterly 84.65 feet along the arc of a 440.64 foot radius curve to the right said curve having a chord which bears N.04°56'16"E. 84.52 feet; thence N.10°26'28"E. 72.15 feet; thence S.79°33'32"E. 147.44 feet; thence N.37°36'41"E. 117.75 feet; thence N.89°54'16"E. 440.00 feet; thence S.00°05'44"E. 10.00 feet to the point of beginning.


Grantor/Developer will design and construct at their sole expense a drainage easement and detention basin subject to Village of Cascade review and approval. Grantor/Developer further agrees to maintain and "dredge" the detention basin to agreed plan grades (including restoration) after final subdivision phase is developed, after which the Village will accept dedication of the detention basin.

Grantor/Developer further grants unto the Village of Cascade, an Easement for Ingress and Egress to said Detention Basin and drainage easement for any and all maintenance purposes on the following described real estate:

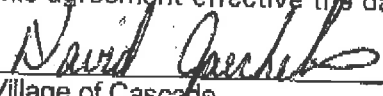
Being part of the NE1/4 and NW1/4 of the SE1/4 of Section 20, T14N, R21E, Village of Cascade, Sheboygan County, Wisconsin, described as beginning at reference point A on the attached survey, thence S.86°26'04"W. 66.09 feet; thence N.00°33'56"W. 74.66 feet; thence northeasterly 97.33 feet along the arc of a 506.64 foot radius curve to the right said curve having a chord which bears N.04°56'16"E. 97.18 feet; thence N.10°26'28"E. 224.55 feet; thence northeasterly 83.48 feet along the arc of a 440.73 foot radius curve to the left said curve having a chord which bears N.05°00'53" E. 83.36 feet; thence S.70°40'19"E. 69.54 feet; thence southwesterly 74.95 feet along the arc of a 506.73 foot radius curve to the right said curve having a chord which bears S.06°28'58"W. 74.89 feet; thence S.10°26'22"W. 222.08 feet; thence southwesterly 84.65 feet along the arc of a 440.64 foot radius curve to the left said curve having a chord which bears S.04°56'16"W. 84.52 feet; thence N.04°56'16"E. 84.52 feet to the point of beginning.

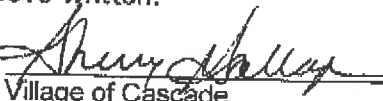
IN WITNESS WHEREOF, the above named Grantor/Developer has executed this agreement effective the day and year first above written.

  
Jerold Berg, Grantor/Developer  
Trustee  
Berg Trust dated January 18, 2000

  
Janice Berg, Grantor/Developer  
Trustee  
Berg Trust dated January 18, 2000

IN WITNESS WHEREOF, the above named Grantee has accepted, agreed to and executed this agreement effective the day and year first above written.

  
Village of Cascade  
David Jaeckels, President  
Grantee

  
Village of Cascade  
Sherry Gallagher, Clerk  
Grantee

#### AUTHENTICATION

Signatures of Jerold Berg and Janice Berg, husband and wife, and Village of Cascade by David Jaeckels, President and Sherry Gallagher, Clerk, authenticated this 29th day of June, 2007.

  
David E. Andrews  
TITLE: MEMBER STATE BAR OF WISCONSIN

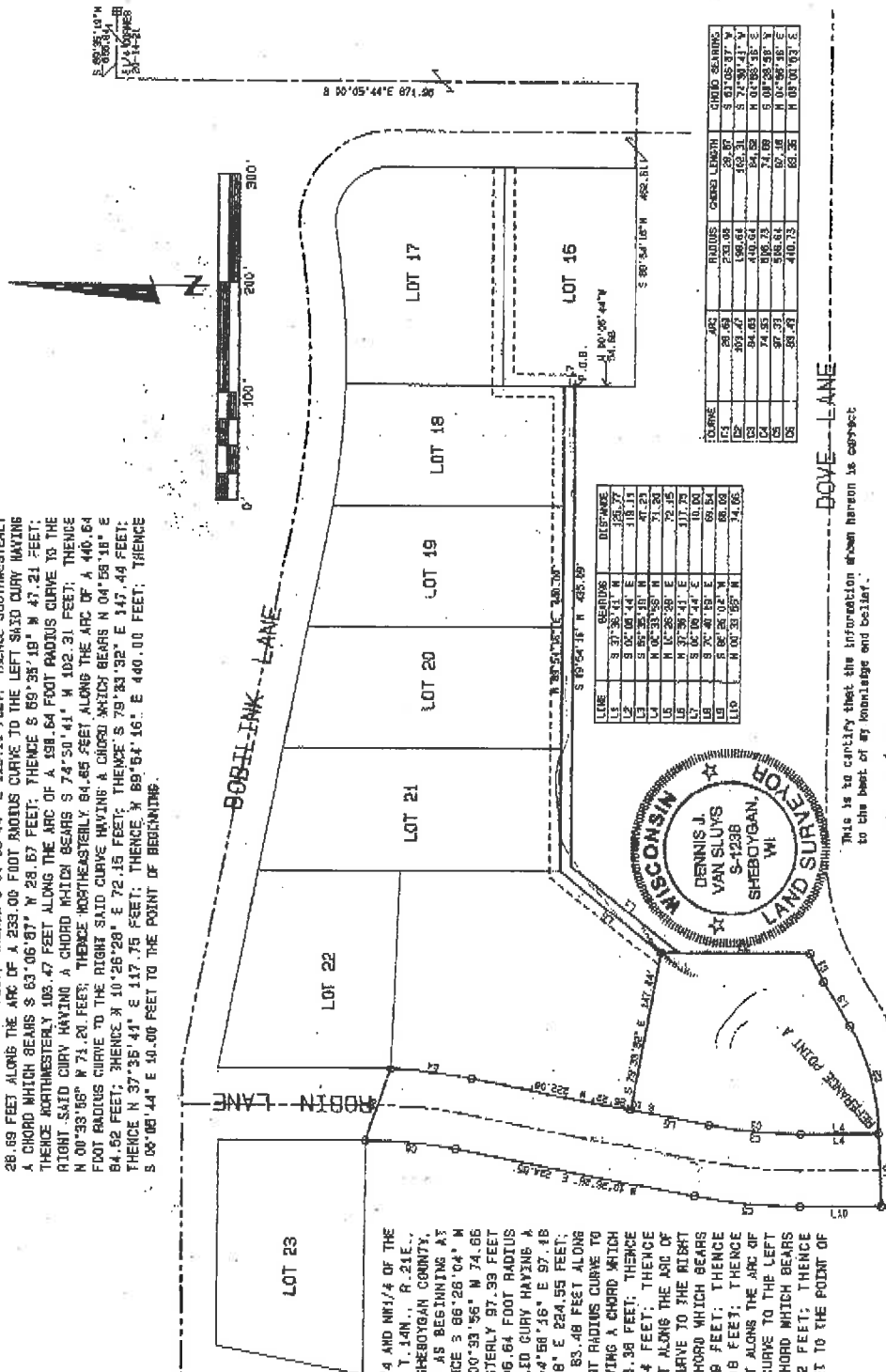
This Instrument was drafted by:

David E. Andrews, SBN 01008088  
David E. Andrews Law Office, S.C.  
623 E. Mill Street  
Plymouth, Wisconsin 53073-0349  
Telephone 920-893-8421  
Facsimile 920-892-6543

B & H LAND SURVEYS LLC  
526 S. 8TH STREET  
SHEBOYGAN, WISCONSIN

BEING PART OF THE NE 1/4 AND NW 1/4 OF THE SE 1/4 OF SECTION 20, T. 14N., R. 21E., VILLAGE OF CASCADE, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS COMMENCING AT THE SE 1/4 CORNER OF SAID SECTION 20; THENCE S 89°35'19" N 865.84 FEET; THENCE S 00°05'44" E 671.98 FEET; THENCE S 89°54'16" N 462.61 FEET; THENCE N 03°05'44" N 54.68 FEET TO THE POINT OF BEGINNING; THENCE S 89°54'16" N 436.08 FEET; THENCE S 37°36'41" N 425.77 FEET; THENCE S 04°05'44" E 129.11 FEET; THENCE SOUTHWESTERLY 28.69 FEET ALONG THE ARC OF A 233.00 FOOT RADIUS CURVE TO THE LEFT SAID CURVE HAVING A CHORD WHICH BEARS S 63°06'07" N 28.67 FEET; THENCE S 69°35'19" N 47.21 FEET; THENCE NORTHWESTERLY 105.47 FEET ALONG THE ARC OF A 198.64 FOOT RADIUS CURVE TO THE RIGHT SAID CURVE HAVING A CHORD WHICH BEARS S 74°30'41" N 102.31 FEET; THENCE N 00°33'06" N 71.20 FEET; THENCE NORTHWESTERLY 84.85 FEET ALONG THE ARC OF A 440.64 FOOT RADIUS CURVE TO THE RIGHT SAID CURVE HAVING A CHORD WHICH BEARS N 04°08'18" E 84.52 FEET; THENCE N 10°26'28" E 72.15 FEET; THENCE S 79°33'35" E 147.44 FEET; THENCE N 37°36'41" E 117.75 FEET; THENCE N 89°54'16" E 440.00 FEET; THENCE S 03°05'44" E 40.00 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE NE 1/4 AND NW 1/4 OF THE SE 1/4 OF SECTION 20, T. 14N., R. 21E., VILLAGE OF CASCADE, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS BEGINNING AT REFERENCE POINT A THENCE S 86°28'04" N 68.08 FEET; THENCE N 00°33'56" N 74.66 FEET; THENCE NORTHWESTERLY 97.93 FEET ALONG THE ARC OF A 506.64 FOOT RADIUS CURVE TO THE RIGHT SAID CURVE HAVING A CHORD WHICH BEARS N 04°08'18" E 97.48 FEET; THENCE N 10°26'28" E 224.55 FEET; THENCE NORTHWESTERLY 83.48 FEET ALONG THE ARC OF A 440.73 FOOT RADIUS CURVE TO THE LEFT SAID CURVE HAVING A CHORD WHICH BEARS N 05°00'53" E 83.38 FEET; THENCE S 70°40'19" E 69.64 FEET; THENCE SOUTHWESTERLY 74.06 FEET ALONG THE ARC OF A 506.73 FOOT RADIUS CURVE TO THE RIGHT SAID CURVE HAVING A CHORD WHICH BEARS S 08°28'51" N 74.89 FEET; THENCE S 10°26'22" N 222.08 FEET; THENCE SOUTHWESTERLY 84.85 FEET ALONG THE ARC OF A 440.64 FOOT RADIUS CURVE TO THE LEFT SAID CURVE HAVING A CHORD WHICH BEARS S 04°08'16" N 84.52 FEET; THENCE N 04°08'16" E 84.52 FEET TO THE POINT OF BEGINNING.

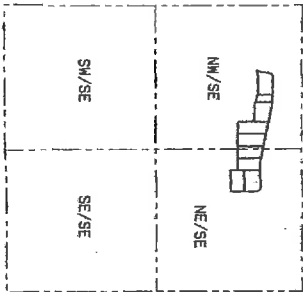


DATA: SHEBOYCD/BERG/OUTLOT.NAP/ D-2.507

This is to certify that the information shown hereon is correct to the best of my knowledge and belief.

Dennis J. Van Sluys S-1238  
dated this 7th day of May, 2007

# LOCATION MAP SE 1/4 SECTION 20-14-24



- DRAINAGE AND STREET EASEMENTS**
- The Owner hereby grants and covenants to the Village of Cascade a perpetual easement on and under the land described in this plat for the purpose of installing, maintaining, and operating a drainage system, subject to the following terms and conditions:
1. The Village of Cascade may install or require the installation of any drainage or utility improvements, responsibility for the cost of installation of the improvements shall be borne by the Owner.
  2. Drainage easement shall be graded with a surface water drainage scale across its full width to the grade identified on the engineering drawing/water site grading plan. The minimum depth shall be 0.5 feet. Slope shall be designed to accommodate existing and future stormwater flows.
  3. Owner shall not perform any grading within the easement.
  4. Owner shall not install any building or structure in or over the drainage easement and street easement.
  5. Landscaping improvements may be made by the Owner within the drainage easement and street easement provided that such improvements shall be limited to grasses, ground cover, and flowering ornamental plants, trees, shrubs, and other woody vegetation shall not be permitted.
  6. Topographic descriptive materials including plans, drawings, and profiles may be placed within the drainage easement and street easement provided the materials do not impede the flow of surface water.
  7. Owner shall not use any portion of the drainage easement and street easement for the storage of any material, including but not limited to vehicles, equipment, or materials.
  8. Owner may not alter grades within any portion of the drainage easement.
  9. The easement includes a grant of the right of ingress and egress to the Village of Cascade for installation, inspection, and maintenance.
  10. The surface and subsurface easements granted to the Village of Cascade are for the public benefit, and may be enforced by the Village under their police powers and/or as a special benefit to properties affected thereby.
  11. The drainage easement and street easement is perpetual in nature and shall be binding upon the heirs, successors, and assigns of the parties.

## UNPLATTED LANDS

## UNPLATTED LANDS

VACATED DOVE COURT



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

Certified **SEPTEMBER 14<sup>TH</sup>**, 2007

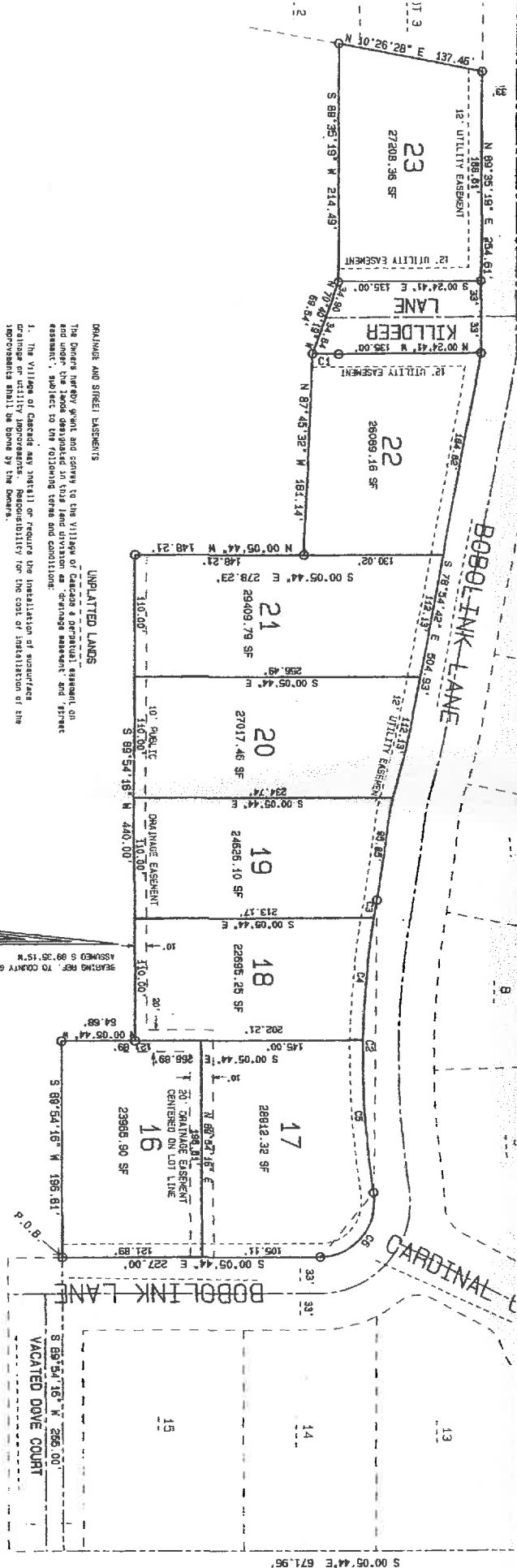
Department of Administration



DATA/SHEBOYO/BERG/BERGIN MAP P-182

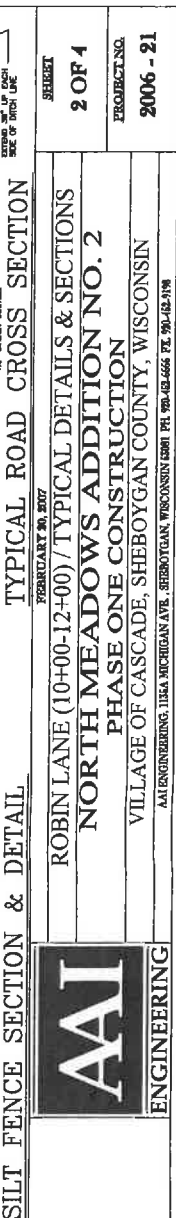
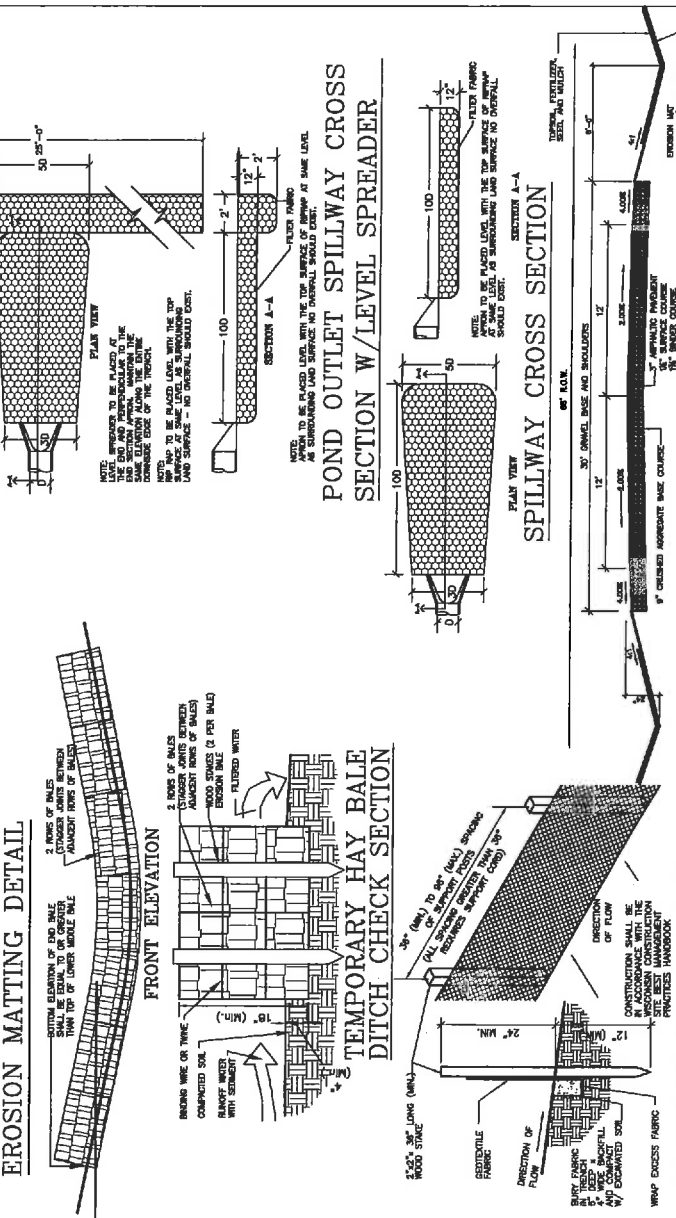
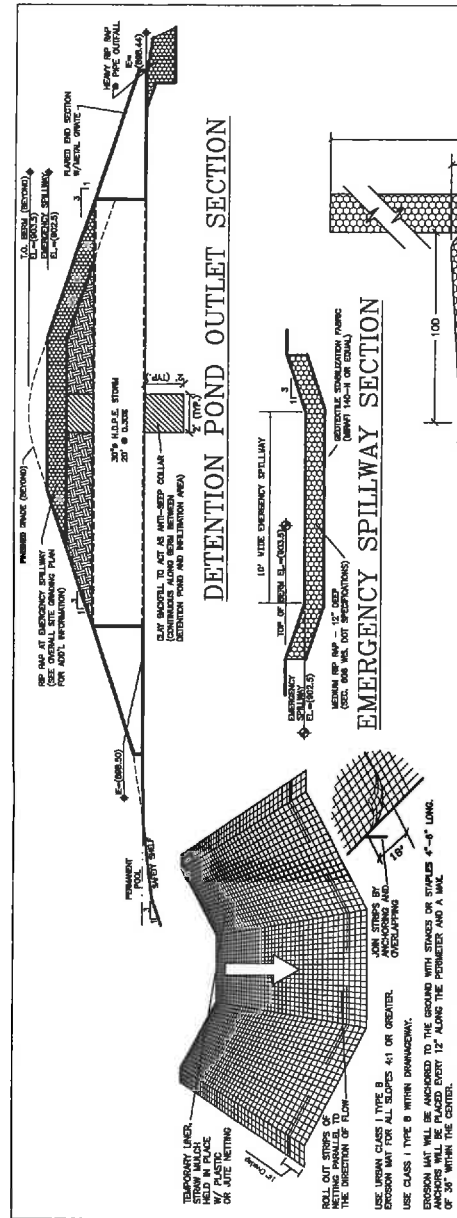
ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST HUNDREDTH OF A FOOT.  
THIS INSTRUMENT DRAFTED BY DEANIS V. VAN SLUYS.

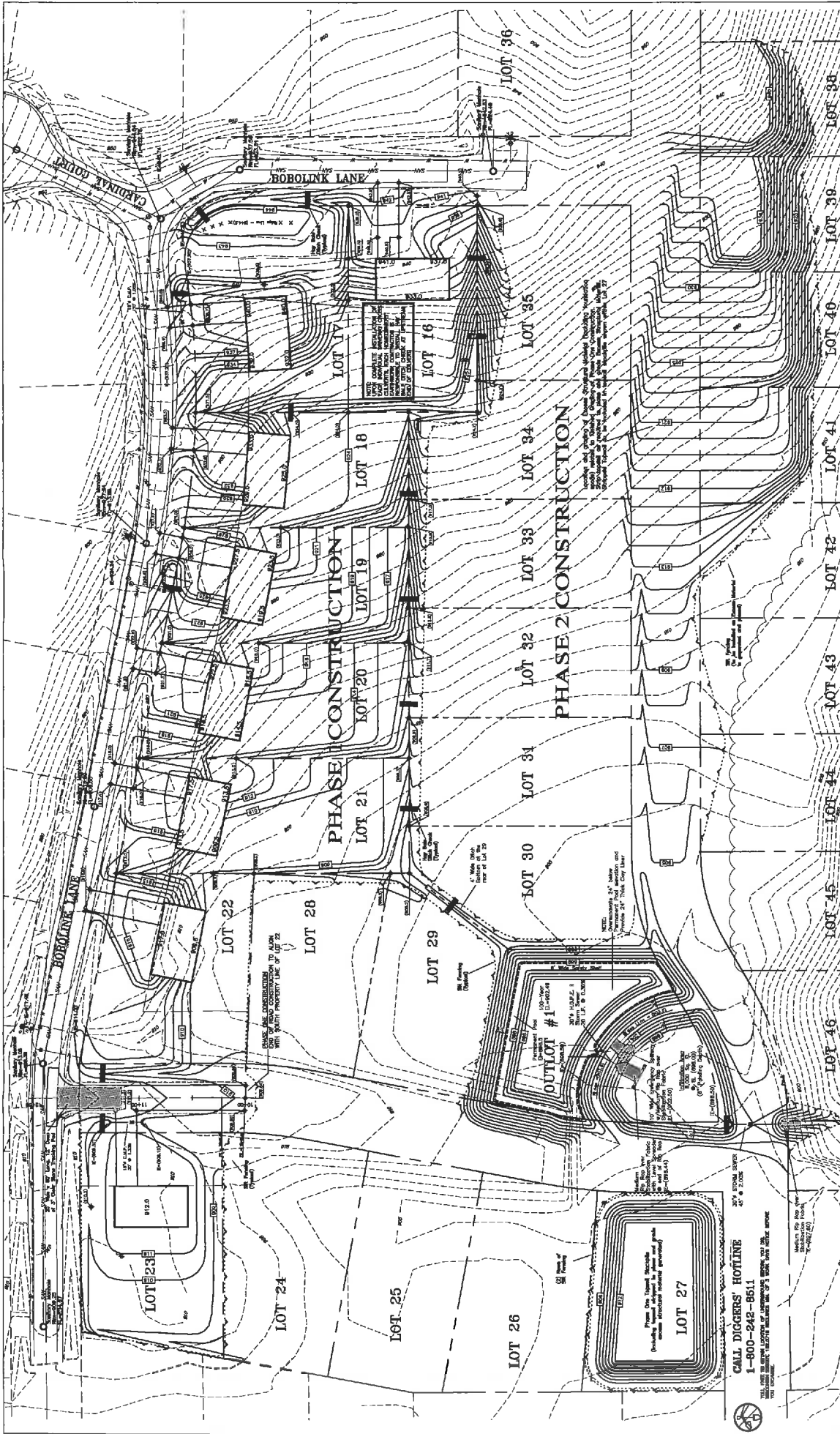
○ = 2.375" X 1/8" IRON PIPE OUTSIDE DIAMETER WEIGHING 3.65 LBS. PER LINEAL FOOT SET.  
1.315 X 1/8" IRON PIPE WEIGHING 3.68 LBS. PER LINEAL FOOT SET AT ALL OTHER LOT CORNERS AND OUTLOT CORNERS.











REVISIONS		DESIGNED BY		SCALE	AAI ENGINEERING	FEBRUARY 28, 2007	SHEET 3 OF 4
		JAB					
		DRAWN BY					
		JAB					
		CHECKED BY					
JRV				SITE GRADING AND EROSION CONTROL PLAN			PROJECT NO.
				1" = 40'			2006 - 21
							</

CALL DIGGERS' HOTLINE  
1-800-242-8611  
SEE SHEET 2006-21 FOR LOCATION OF ALL UTILITY LINES AND DEPT. 911 FOR EMERGENCY SERVICE





## REVISIONS

DESIGNATED BY,  
JAB

**DRAWN BY:**  
JAB

**CHECKED BY**  
JRV

SCALE



FEBRUARY 20, 2007

OVERALL SITE GRADING AND EROSION CONTROL PLAN - FOR REFERENCE ONLY  
 DATE: 02/26/2007

**NORTH MEADOWS ADDITION NO. 2**  
**PHASE ONE CONSTRUCTION**

VILLAGE OF CASCADE, SHEBOYGAN COUNTY, WISCONSIN

AAI ENGINEERING, 1166A MICHIGAN AVE., SHERBOYAN, WISCONSIN 53081 TEL 920-452-6666 FX 920-452-9198

4 OF 4  
SHEET

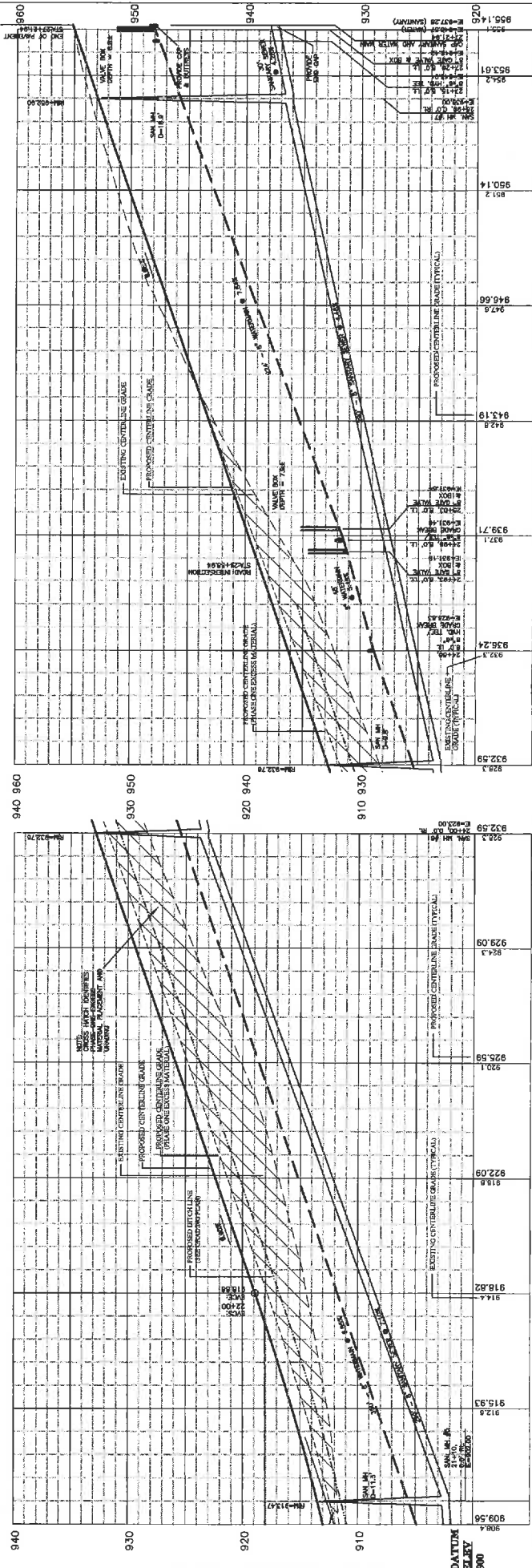
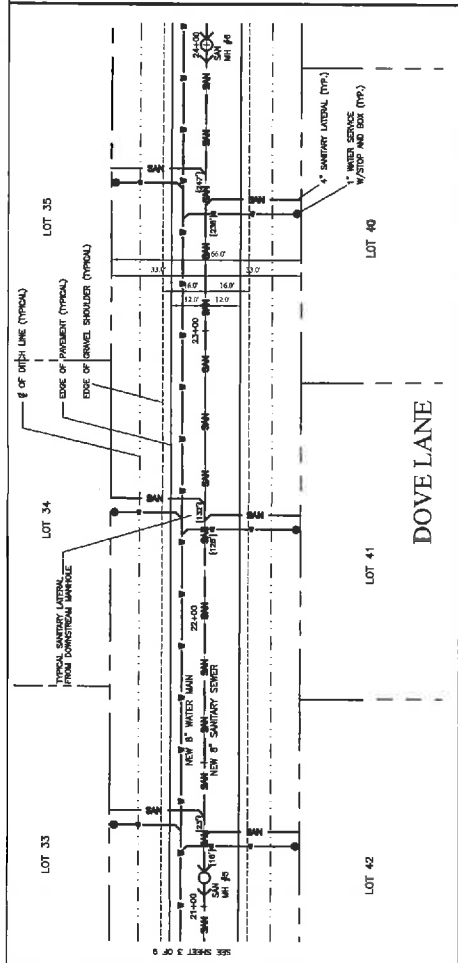
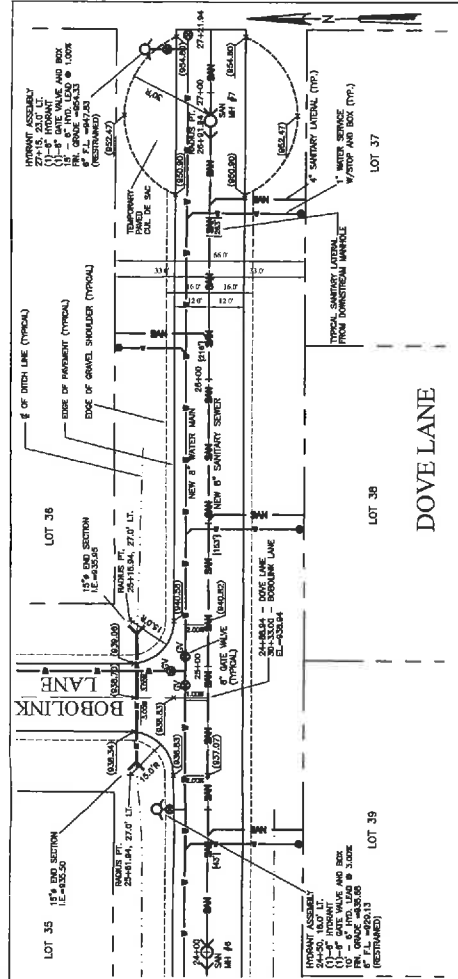
PROJECT NO.  
2006 - 21





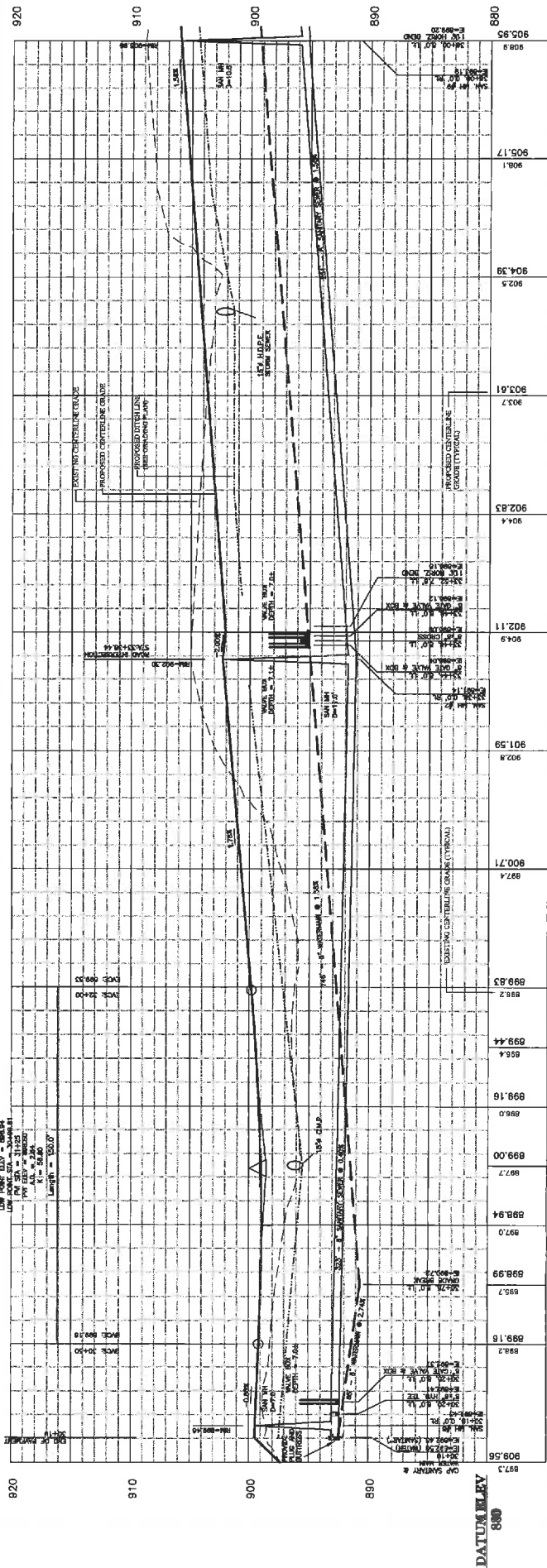
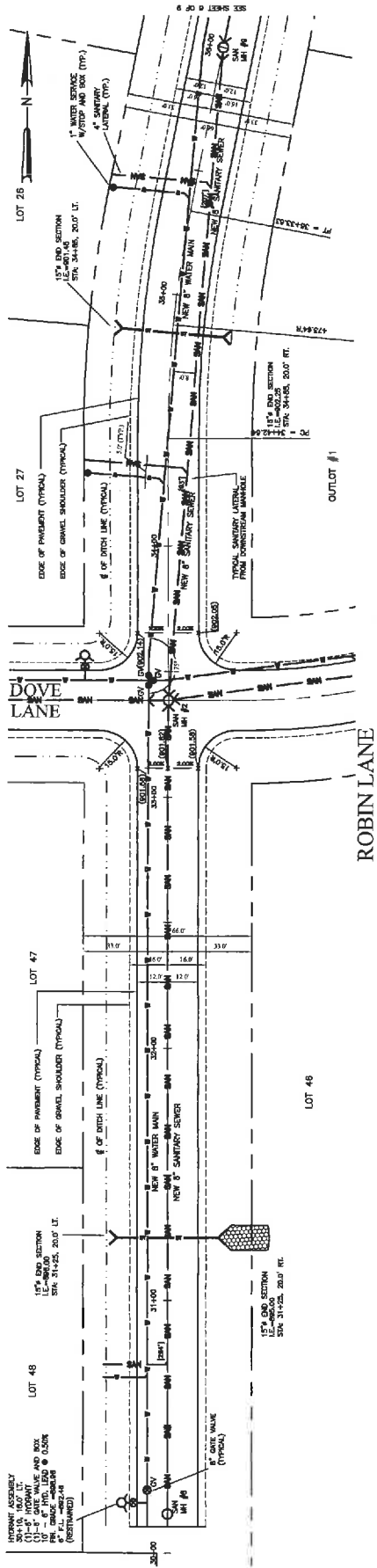






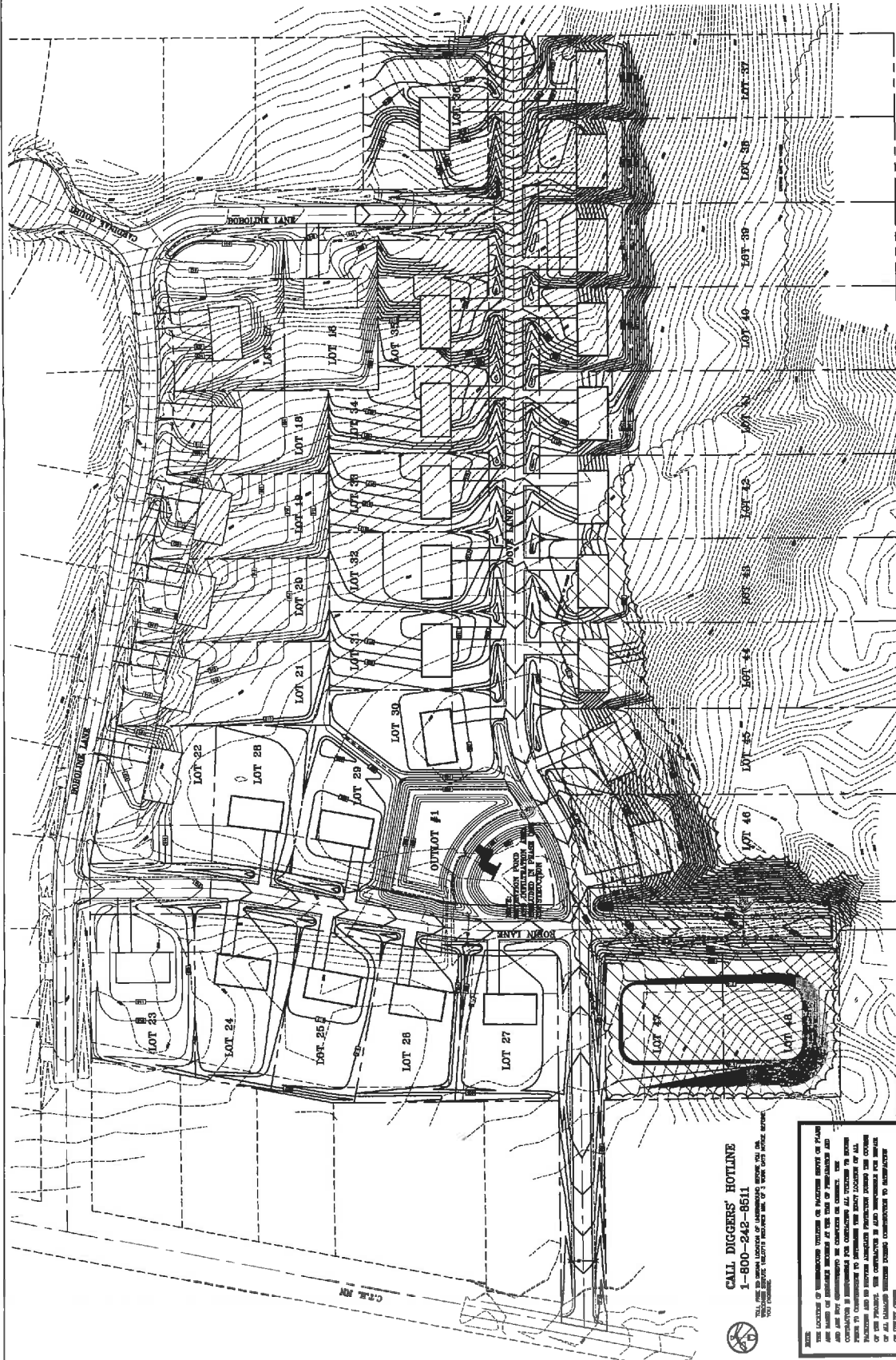
REVISIONS	DESIGNED BY	SCALE	DATE
	JAB	HORIZ 1" = 20'	
	DRAWN BY	VERT 1" = 4'	
	JAB		
	CHECKED BY		
	JRV		
<div> <div>AAI</div> <div>ENGINEERING</div> </div>			
<div> <div>SECRET</div> <div>4 OF 9</div> <div>PROJECT NO.</div> <div>2006 - 21</div> </div>			
<div> <div>DOVE LANE (21+50 - 27+21.94)</div> <div>NORTH MEADOWS ADDITION NO. 2</div> <div>PHASE TWO CONSTRUCTION</div> <div>VILLAGE OF CASCADE, SHEBOYGAN COUNTY, WISCONSIN</div> <div>AAI ENGINEERING, 1154 N. MICHIGAN AVE., SHEBOYGAN, WISCONSIN 53081 PH: 920.433.6666 FAX: 920.433.9198</div> </div>			





30+00		31+00		32+00		33+00		34+00		35+00		36+00	
REVISIONS		DESIGNED BY		SCALE		AAI		FEBRUARY 21, 2007		ROBIN LANE (30+00-35+50)		SHEET	
		JAB		HORIZ 1" = 20'		ENGINEERING				NORTH MEADOWS ADDITION NO. 2 PHASE TWO CONSTRUCTION		6 OF 9	
		DRAWN BY		VERT, 1" = 4'								PROJECT NO.	
		JAB								VILLAGE OF CASCADE, SHEBOYGAN COUNTY, WISCONSIN		2006 - 21	
		CHECKED BY											
		JRV											





FEBRUARY 20, 2007

SHEET

OVERALL SITE GRADING AND EROSION CONTROL PLAN  
NORTH MEADOWS ADDITION NO. 2  
PHASE TWO CONSTRUCTION

7 OF 9

PROJECT NO.

2006 - 21

VILLAGE OF CASCADE, SHEBOYGAN COUNTY, WISCONSIN

AAI ENGINEERING, 11554 MICHIGAN AVE., SHEBOYGAN, WISCONSIN 53081 TEL: 920-462-6666 FAX: 920-462-9196

**AAI**  
ENGINEERING

SCALE

1" = 60'

DESIGNED BY  
JAB

DRAWN BY  
JAB

CHECKED BY  
JKV

REVISIONS

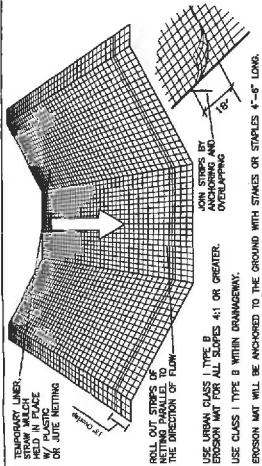
CALL DIGGERS' HOTLINE  
1-800-242-8611

THE USER OF THIS MAP IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP. THE USER OF THIS MAP IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP. THE USER OF THIS MAP IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP.

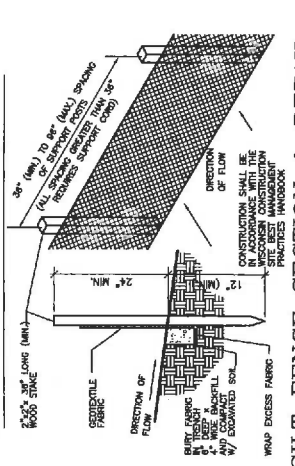
NOTE: THE LOCATION OF THE PROPOSED CURB OR EROSION CONTROL MEASURE IS SHOWN ON THIS MAP. THE USER OF THIS MAP IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP. THE USER OF THIS MAP IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP. THE USER OF THIS MAP IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP.



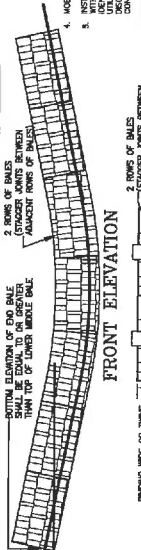
- GENERAL SITE DESIGN NOTES:
1. EROSION CONTROL AND ALL SITE WORK TO BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TECHNICAL STANDARDS.
  2. PHASE ONE PREPARED SLOPE PROTECTION SHALL BE INSTALLED IMMEDIATELY UPON COMPLETION OF THE PRELIMINARY EROSION CONTROL MEASURES. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED WITHIN 24 HOURS OF SITE DISTURBANCE.
  3. SLOPE PROTECTION SHALL BE INSTALLED CONCURRENTLY WITH THE CONSTRUCTION OF THE SLOPE.
  4. ALL DISTURBED AREAS SHALL BE REVEGETATED WITH A PERMANENT COVER. REVEGETATION SHALL BE INSTALLED IMMEDIATELY UPON COMPLETION OF THE CONSTRUCTION OF THE SLOPE.
  5. THE REVEGETATION SHALL BE OF THE SAME SPECIES AND VARIETY AS THE EXISTING VEGETATION. THE REVEGETATION SHALL BE INSTALLED IMMEDIATELY UPON COMPLETION OF THE CONSTRUCTION OF THE SLOPE.
  6. ALL DISTURBED AREAS SHALL BE REVEGETATED WITH A PERMANENT COVER. REVEGETATION SHALL BE INSTALLED IMMEDIATELY UPON COMPLETION OF THE CONSTRUCTION OF THE SLOPE.
  7. ALL DISTURBED AREAS SHALL BE REVEGETATED WITH A PERMANENT COVER. REVEGETATION SHALL BE INSTALLED IMMEDIATELY UPON COMPLETION OF THE CONSTRUCTION OF THE SLOPE.
  8. THE GRADING CONTRACTOR SHALL BE RESPONSIBLE FOR THE REVEGETATION OF ALL DISTURBED AREAS. THE REVEGETATION SHALL BE INSTALLED IMMEDIATELY UPON COMPLETION OF THE CONSTRUCTION OF THE SLOPE.
  9. THE REVEGETATION SHALL BE OF THE SAME SPECIES AND VARIETY AS THE EXISTING VEGETATION. THE REVEGETATION SHALL BE INSTALLED IMMEDIATELY UPON COMPLETION OF THE CONSTRUCTION OF THE SLOPE.
  10. THE REVEGETATION SHALL BE OF THE SAME SPECIES AND VARIETY AS THE EXISTING VEGETATION. THE REVEGETATION SHALL BE INSTALLED IMMEDIATELY UPON COMPLETION OF THE CONSTRUCTION OF THE SLOPE.



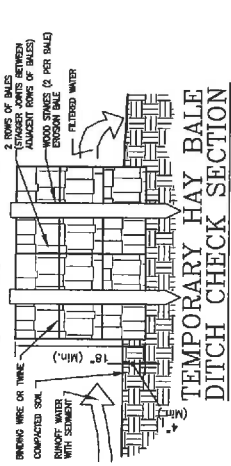
### EROSION MATTING DETAIL



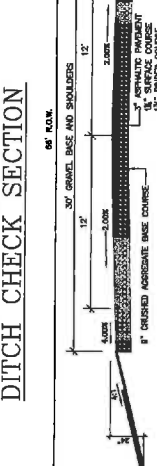
### SILT FENCE SECTION & DETAIL



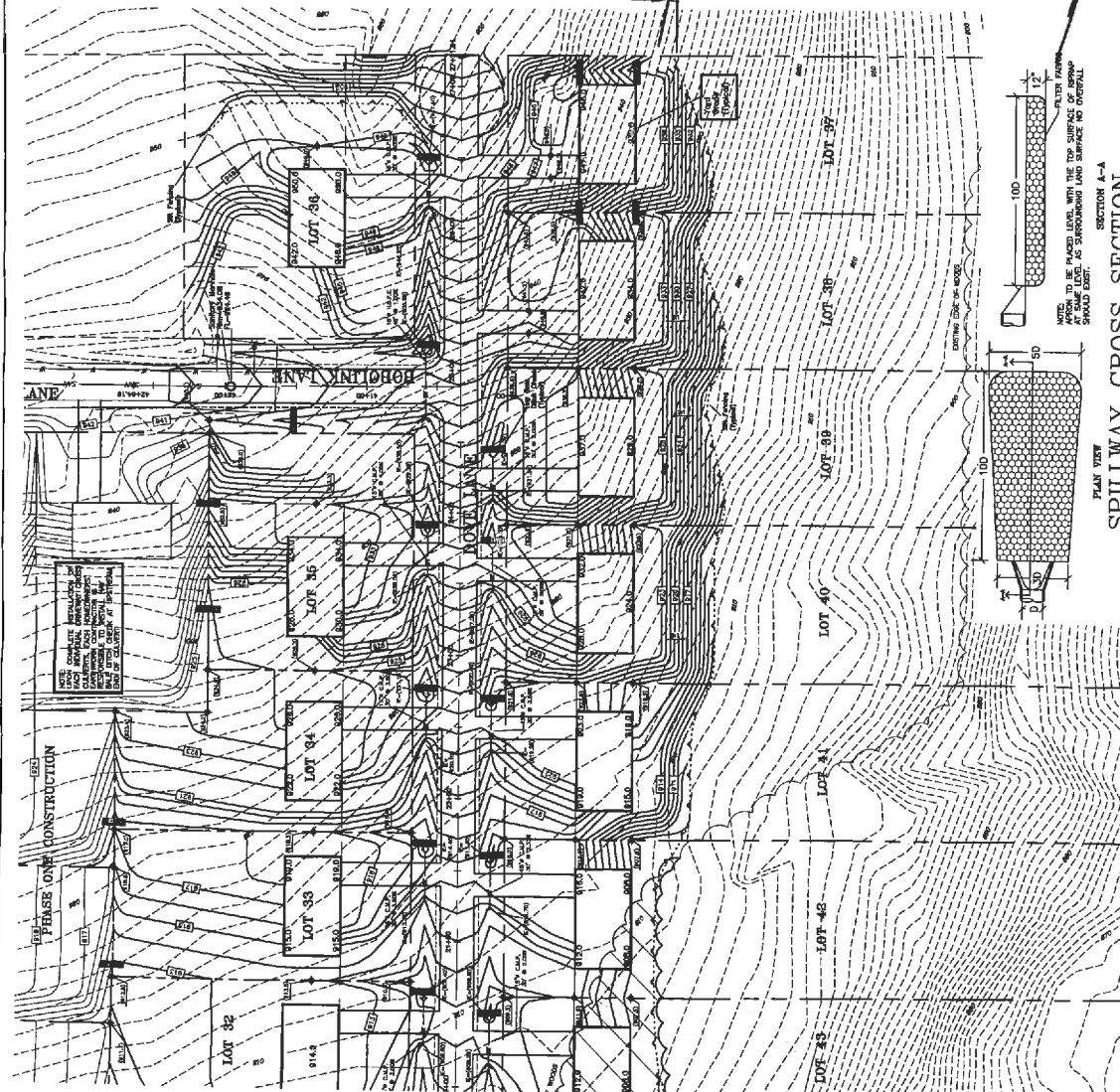
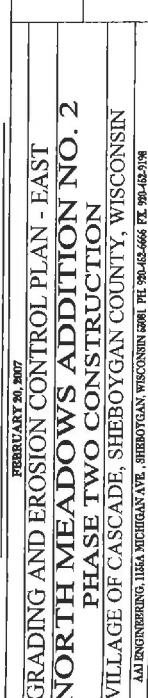
### FRONT ELEVATION



### TEMPORARY HAY BALE DITCH CHECK SECTION



### TYPICAL ROAD CROSS SECTION



### SPILLWAY CROSS SECTION



### SCALE

DESIGNED BY  
JAB  
DRAWN BY  
JAB  
CHECKED BY  
JRV

### REVISIONS


SITE GRADING AND EROSION CONTROL PLAN - EAST  
NORTH MEADOWS ADDITION NO. 2  
PHASE TWO CONSTRUCTION  
VILLAGE OF CASCADE, SHEBOYGAN COUNTY, WISCONSIN  
A-1 ENGINEERING, 11544 WISCONSIN AVE., SHEBOYGAN, WISCONSIN 53081 TEL 920-452-6666 FAX 920-452-9198

SHEET  
9 OF 9  
PROJECT NO.  
2006 - 21

BEING PART OF THE NORTHEAST QUARTER  
AND NORTHWEST QUARTER OF THE SOUTHEAST  
QUARTER OF SECTION 20, T.14 N., R.21  
E., VILLAGE OF CASCADE, SHEBOYGAN  
COUNTY, WISCONSIN.

SHEET 1 OF 1

I, DENNIS J. VAN SLUYS, WISCONSIN REGISTERED LAND SURVEYOR HEREBY CERTIFY: THAT I HAVE SURVEYED, DIVIDED AND MAPPED NORTH MEADOWS ADDITION NO. 2, BEING PART OF THE NORTHEAST QUARTER AND THE NORTHWEST OF THE SOUTHEAST QUARTER OF SECTION 20, T. 14 N., R. 20 E., VILLAGE OF CASCADE, SHERBOGAN COUNTY, WISCONSIN.

[illegible][illegible]

ATED THIS 15<sup>TH</sup> DAY OF NOV 2007.

D. J. N. S. S.

REVISED THIS 4TH DAY OF SEPTEMBER

JANER'S CERTIFICATE OF DETENTION

6 OWNER, I HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THE PLAT. AND ALSO CERTIFY THAT THE PLAT IS REQUIRED BY S 236.10 OR 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: DEPARTMENT OF ADMINISTRATION, VILLAGE OF CASCADE, AND SHERIDAN COUNTY PLANNING AND RESOURCES DEPARTMENT.

BERG TRUST DATED JANUARY 18, 2000

van Buitenen  
 INESS  
visited Bery  
 JOHOLD BEARS  
Peter Buitenen  
 WITH NO  
 HANDE ONTO B. B.

STATE OF WISCONSIN

ALTONO COUNTY ISS

PERSONALLY CAME BEFORE ME THIS 24<sup>th</sup> DAY OF October 2016, THE ABOVE NAMED JEROLD BERG AND JANICE BERG TO ME KNOWN TO BE THE PRISONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY SEAL: Margaret Britzman

COMMISSION EXPIRES January 11, 2007

ASSET OF CORPORATE MORTGAGEE

ITIONAL EXCHANGE & TRUST. A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, IN WITNESS WHEREOF, I, THE UNDERSIGNED, HAVE HEREBY SET MY HAND AND SEAL OF OFFICE, AT MADISON, WISCONSIN, THIS 14TH DAY OF JANUARY, 1910.

WITNESS WHEREOF: THE SAID NATIONAL EXCHANGE & TRUST HAS CAUSED THESE PRESENTS TO BE SIGNED BY JERALD WEINHOLO, ITS VICE PRESIDENT AND CO-SIGNATURED BY MARCY MACKLE, ITS LOAN OFFICER AT CASCADE, WISCONSIN AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS 29th DAY OF OCTOBER, 2007.

THE PRESIDENT OF:  
[Signature]  
[Signature] [Signature] [Signature]

STATE OF WISCONSIN  
BOYAN COUNTY) SS

PERSONALLY CAME BEFORE ME THIS 29th DAY OF OCTOBER 2007, THE ABOVE NAMED JERALD WEINHOLD, VICE PRESIDENT AND HARRY KALE, LOAN OFFICER OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND TO KNOW FULLY THE CONTENTS AND EFFECTS OF SAID INSTRUMENT AND VICE PRESIDENT AND LOAN OFFICER OF SAID CORPORATION AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES AND IN THE MANNER SET FORTH IN SAID INSTRUMENT.

STATE OF WISCONSIN  
SHEBOYGAN COUNTY

I, Karel Melius BEING THE DULY  
(SELECTED (APPOINTED) QUALIFIED AND ACTING TREASURER OF  
THE VILLAGE OF CASCADE DO HEREBY CERTIFY THAT IN ACCORDANCE WITH  
THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR UNPAID  
SPECIAL ASSESSMENTS AS OF 10/24/87 ON ANY OF THE  
PARCELS INCLUDED IN THE PLAT OF NORTH MEADOWS ADDITION NO. 2

10.25.07  
(DATE)

STATE OF WISCONSIN

LAURA HENNINGSON-LORENZ BEING THE ONLY  
 ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF SHERBOYSNA,  
 DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOWN ON  
 UNRECORDED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS  
 OF 110604 AFFECTING THE LANDS INCLUDED  
 IN THE PLAT OF NORTH MEADOWS ADDITION NO. 2.

11/07/2007  
COUNTY TOE LAMBER  
LAURA M. HENNING-LORENZ  
Laura Henning - 0 pter

RESOLVED, THAT THE PLAT

APPROVED \_\_\_\_\_  
VILLAGE PRESIDENT

DAVID JAECKELS

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
SIGNED 10/25/07 David J. [Signature]  
VILLAGE PRESIDENT

\_\_\_\_\_  
SHERRY GALLAGHER  
I hereby certify that the foregoing is a copy of a resolution adopted by the Board of Directors of the City of Chicago.

### ABILITY EASEMENT PROVISIONS

EASEMENT FOR ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY GRANTED TO WISCONSIN ELECTRIC COMPANY, AND WISCONSIN GAS COMPANY, GRANTEEES, THEIR SUCCESSORS AND ASSIGNS, TO MAINTAIN AND OPERATE THEREON AND UNDER THE SAME, OVER AND ACROSS THE FOREGOING TRACTS OF LAND, THE RIGHT TO

ED FOR SOUNDS AND SIGNALS, ALL IN, OVER, UNDER, ACROSS, ALONG AND THROUGH THE AIR, LAND OR WATER, AND THE PROPERTY DESIGNATED AS "UTILITY EASEMENT AREAS" AND THE PROPERTY DESIGNATED TOGETHER WITH THE OIL AND GAS RIGHTS TO BE CONVEYED.

[illegible]

INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREOF OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED

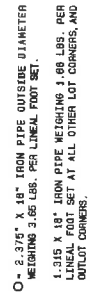
( GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF ANY PERSON WHO MAY HEREINAFTER ACQUIRE AN INTEREST IN ANY OF THE PREMISES OR ANY PART THEREOF, AND SHALL NOT BE SUBJECT TO ANY LIMITATION AS TO THE NUMBER OF GRANTEES, BUT SHALL EXTEND TO ALL SUCCESSORS IN TITLE OF THE GRANTEE, AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL REVOKED BY WRITTEN NOTICE IN WRITING DELIVERED TO THE GRANTEE OR HIS HEIR OR LEGAL REPRESENTATIVE, AND SHALL NOT BE SUBJECT TO ANY LIMITATION AS TO THE NUMBER OF GRANTEES, BUT SHALL EXTEND TO ALL SUCCESSORS IN TITLE OF THE GRANTEE, AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL REVOKED BY WRITTEN NOTICE IN WRITING DELIVERED TO THE GRANTEE OR HIS HEIR OR LEGAL REPRESENTATIVE.

CURVE NO.	LOT NO.	RADIUS (LENGTH)	CHORD BEARING	CHORD	CENTRE POINT	CURVE DATA
1	1	100	0° 00' 00"	100	100	100
2	2	100	0° 00' 00"	100	100	100
3	3	100	0° 00' 00"	100	100	100
4	4	100	0° 00' 00"	100	100	100
5	5	100	0° 00' 00"	100	100	100
6	6	100	0° 00' 00"	100	100	100
7	7	100	0° 00' 00"	100	100	100
8	8	100	0° 00' 00"	100	100	100
9	9	100	0° 00' 00"	100	100	100
10	10	100	0° 00' 00"	100	100	100
11	11	100	0° 00' 00"	100	100	100
12	12	100	0° 00' 00"	100	100	100
13	13	100	0° 00' 00"	100	100	100
14	14	100	0° 00' 00"	100	100	100
15	15	100	0° 00' 00"	100	100	100
16	16	100	0° 00' 00"	100	100	100
17	17	100	0° 00' 00"	100	100	100
18	18	100	0° 00' 00"	100	100	100
19	19	100	0° 00' 00"	100	100	100
20	20	100	0° 00' 00"	100	100	100
21	21	100	0° 00' 00"	100	100	100
22	22	100	0° 00' 00"	100	100	100
23	23	100	0° 00' 00"	100	100	100
24	24	100	0° 00' 00"	100	100	100
25	25	100	0° 00' 00"	100	100	100
26	26	100	0° 00' 00"	100	100	100
27	27	100	0° 00' 00"	100	100	100
28	28	100	0° 00' 00"	100	100	100
29	29	100	0° 00' 00"	100	100	100
30	30	100	0° 00' 00"	100	100	100
31	31	100	0° 00' 00"	100	100	100
32	32	100	0° 00' 00"	100	100	100
33	33	100	0° 00' 00"	100	100	100
34	34	100	0° 00' 00"	100	100	100
35	35	100	0° 00' 00"	100	100	100
36	36	100	0° 00' 00"	100	100	100
37	37	100	0° 00' 00"	100	100	100
38	38	100	0° 00' 00"	100	100	100
39	39	100	0° 00' 00"	100	100	100
40	40	100	0° 00' 00"	100	100	100
41	41	100	0° 00' 00"	100	100	100
42	42	100	0° 00' 00"	100	100	100
43	43	100	0° 00' 00"	100	100	100
44	44	100	0° 00' 00"	100	100	100
45	45	100	0° 00' 00"	100	100	100
46	46	100	0° 00' 00"	100	100	100
47	47	100	0° 00' 00"	100	100	100
48	48	100	0° 00' 00"	100	100	100
49	49	100	0° 00' 00"	100	100	100
50	50	100	0° 00' 00"	100	100	100
51	51	100	0° 00' 00"	100	100	100
52	52	100	0° 00' 00"	100	100	100
53	53	100	0° 00' 00"	100	100	100
54	54	100	0° 00' 00"	100	100	100
55	55	100	0°			

C1	L07 22	506.73	N 00°55'01.0" E	23.49	02-39
C2	TOTAL	746.00	S 89°07'35.5" E	264.59	20-25
C3	L07 19	745.00	S 79°32'08.5" E	16.26	04-14

	L0T 16	S 84° 24' 31.5"	E 746.00	08-29
C5	L0T 17	N 86° 00'-01.5"	E 138.90	10-41-
C5	L0T 17	S 49° 43' 05.5"	E 76.18	99-14-





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

Certified SEPTEMBER 14<sup>TH</sup>, 20 07  
*Renee M. Pongel*  
 Department of Administration

1. the leverage assessment and credit assessment is perpetual in nature and shall be binding on the heirs, successors, and assigns of the parties.

WORK REQUEST NO. **PW 2544442**

**WE Energies**



DRAWING: 1 OF 4

PREP BY: **JEFF RONDEAU**

CITY/TOWN/VILLAGE: **VILLAGE OF CASCADE**  
NAME: **NORTH MEADOWS SUBDIVISION**  
LOCATION: **CLARK ST AND BOBOLINK LN**

REASON: **NEW SUBDIVISION DIRECT BURIED**

PROJECT ID: \_\_\_\_\_ IO #: **7124** OS #: **NONE**  
PRELIM ID: \_\_\_\_\_ REVISED: \_\_\_\_\_  
SUPERSEDING SUPPLEMENTARY TO: \_\_\_\_\_

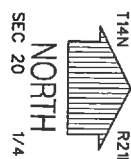
STAKING: ☒ STAKED ☐ LOCATE ALL UNDERGROUND ☒  
SURVEYOR: \_\_\_\_\_ NO STAKING NEEDED ☐  
TECHNICIAN: \_\_\_\_\_

DATE: **10/27/06** APPROVED: \_\_\_\_\_  
TEL. JOINT USE CONST #: \_\_\_\_\_  
CITY JOINT USE CONST #: \_\_\_\_\_  
OPERATING MAP # (PRO): **4176-8336-04**  
FEEDER / LINE #: **X 28662**

PROJECT ID: **PW2544442**  
RELATED WR:

OH -  
DB - PW2544442  
LTNS-DB - PW2551869  
LTNS-OH-PW2551868

NOTES:  
DIGGERS HOTLINE REQUIRED  
WE ENERGIES WILL NOT RESTORE OR HAUL SPOIL UNLESS OTHERWISE NOTED ON SKETCH.  
CUSTOMER/DEVELOPER IS RESPONSIBLE FOR LOCATING ANY/ALL PRIVATE UNDERGROUND FACILITIES AND/OR OBSTRUCTIONS INCLUDING THOSE THAT HAVE NOT YET BEEN TURNED OVER TO THE MUNICIPALITY.  
WE ENERGIES AND/OR ITS CONTRACTORS ARE NOT RESPONSIBLE FOR DAMAGE TO UNMARKED FACILITIES.  
CUSTOMER/DEVELOPER AND THEIR CONTRACTORS/SUB-CONTRACTORS MUST KEEP WE ENERGIES EASEMENT AREAS FREE AND CLEAR OF OBSTRUCTIONS AND ENSURE ACCESS TO EASEMENT AREAS IS PROVIDED INCLUDING, BUT NOT LIMITED TO DUMPSTERS, SPOIL, BACKFILL MATERIAL, ECT.  
CUSTOMER/DEVELOPER AND THEIR CONTRACTORS/ SUB- CONTRACTORS MUST ENSURE THAT GRADE AT TIME OF WE ENERGIES INSTALLATION IS WITHIN 4" OF FINAL GRADE INCLUDING ANY PLANS FOR FUTURE LANDSCAPING BY THE DEVELOPER.  
WE ENERGIES IS NOT RESPONSIBLE FOR DAMAGE TO TREES AND/OR ROOTS LOCATED ALONG TRENCH ROUTE EXISTING ROADS AS A RESULT OF THEIR CONSTRUCTION DAILY.



SUBDIVISION OWNER / DEVELOPER:  
JEROLD BERG  
BERG TRUST  
920-528-8572  
ENGINEER / SURVEYOR  
D & H LAND SURVEYS LLC  
DENNIS VANSLUYS  
920-457-3892

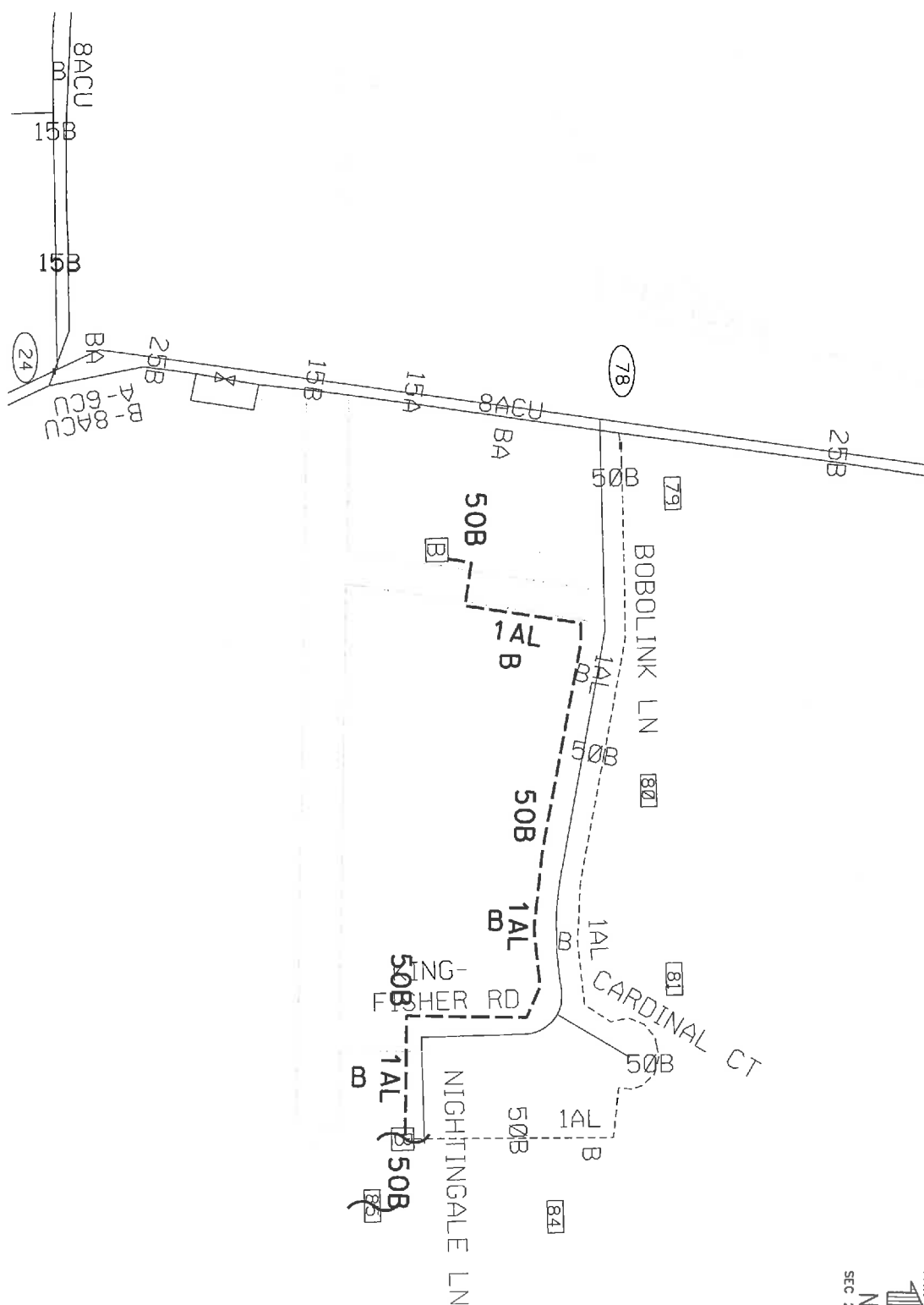
TOTAL TRENCH LENGTH : 1590'  
TOTAL NUMBER OF XFMRs : 4  
TOTAL NUMBER OR PEDS : 3  
DIMENSIONING NOTES:  
ALL CABLES TO BE INSTALLED  
3' OFF PROPERTY LINE UNLESS  
OTHERWISE NOTED.

KEY

X<sub>13</sub> = 1-#1AL 25KV  
S = 6DX  
S<sub>5</sub> = 350TXR  
T = VERIZON  
C = TIME WARNER

JOINT USE INFORMATION:	
TIME WARNER CABLE	VERIZON
ENGINEERING CONTACT:	ENGINEERING CONTACT:
CONSTRUCTION CONTACT:	CONSTRUCTION CONTACT:
AS BUILT TOTALS: TRENCH: _____ CABLE: _____ EQUIPMENT: _____ ROAD XINGS: _____ BORES: _____	AS BUILT TOTALS: TRENCH: _____ CABLE: _____ EQUIPMENT: _____ ROAD XINGS: _____ BORES: _____

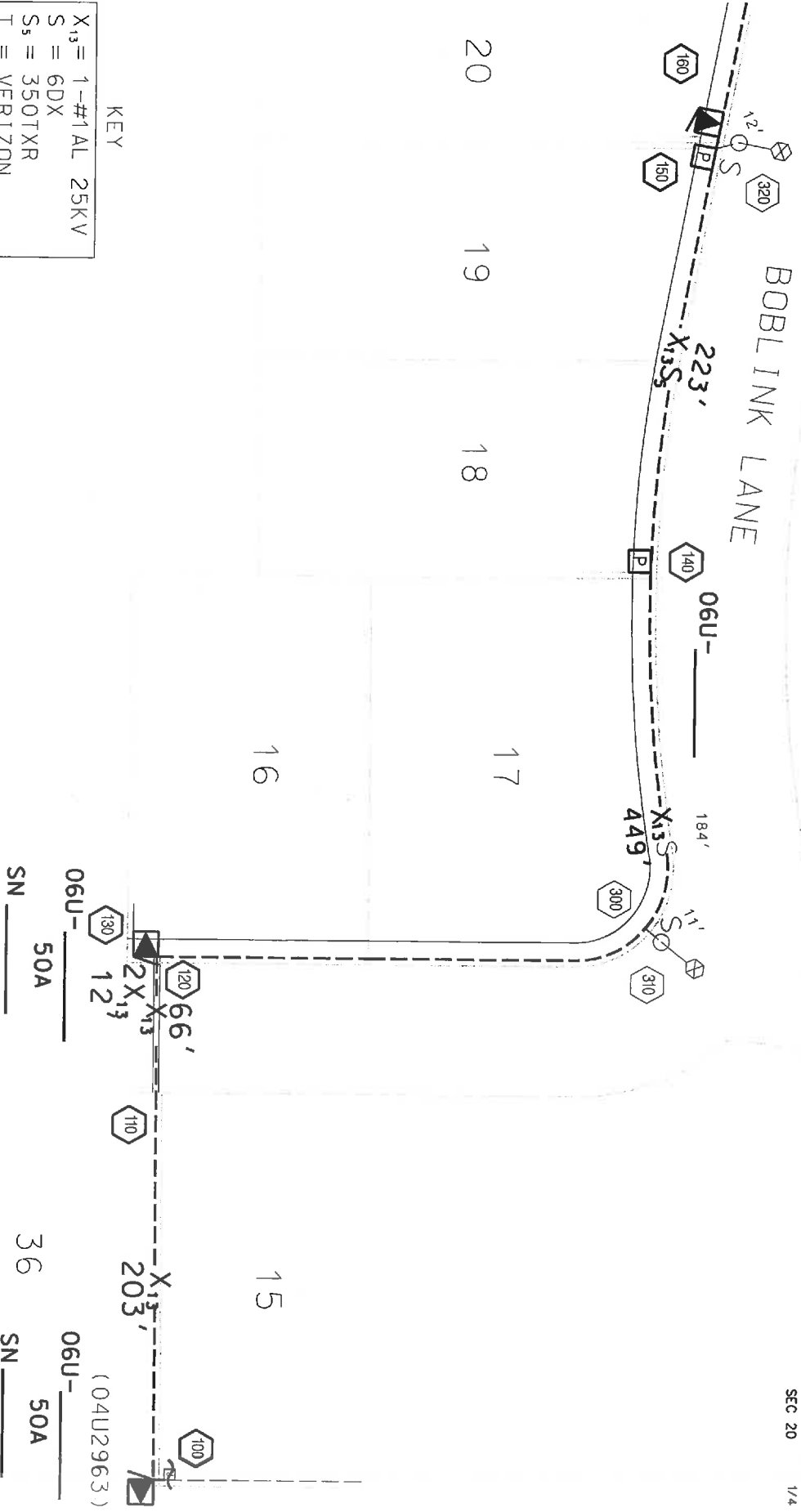






KEY

X <sub>13</sub>	=	1-#1AL	25KV
S	=	6DX	
S <sub>5</sub>	=	350TXR	
T	=	VERIZON	
C	=	TIME WARNER	



CLARK ST

BOBLINK LANE



X <sub>13</sub> =	1-#1 AL	25KV
S =	6DX	
S <sub>5</sub> =	350TXR	
T =	VERIZON	
C =	TIME WARNER	

KEY

