

Harrison Heights 2

Part of Lot 1 and Lot 4 of Certified Survey Map 3976, being part of the Northwest 1/4 of Northeast 1/4 and unplatted lands being part of the Northeast 1/4 of Northeast 1/4, all in Section 15, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin

Utility Easement Provisions

Personally came before me this

corporation, by its authority.

Notary Public, Wisconsin

President,

Surveyor's Certificate

I, James R. Sehloff, professional land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Village of Harrison, and under the direction of Dewitt Development, LLC, owner of said land, I have surveyed, divided and mapped Harrison Heights 2; that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is Part of Lot 1 and Lot 4 of Certified Survey Map 3976, being part of the Northwest 1/4 of Northeast 1/4 and unplatted lands being part of the Northeast 1/4 of Northeast 1/4 all in Section 15, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin, containing 1,036,362 Square Feet (23.7916 Acres) of land, described as follows:

Commencing at the North 1/4 corner of Section 15, thence along the North line of the Northeast 1/4 of said Section 15, S89°14'49"E, 1373.00 feet; thence, along the East line of Harrison Heights, S00°43'10"W, 442.91 feet to the Southeast corner of Lot 19 of said Harrison Heights said point being the point of beginning; thence, continuing S00°43'10"W, 312.93 feet; thence S24°42'35"W, 70.06 feet; thence S05°06'53"W, 142.29 feet; thence, S84°53'07"E, 95.00 feet; thence, S05°06'53"W, 106.77 feet; thence, S80°18'09"E, 95.30 feet; thence, S45°00'00"E, 116.13 feet; thence N45°00'00"E, 8.53 feet; thence S45°00'00"E, 153.04 feet to the Northerly right of way line of USH 10: thence, along said Northerly right of way line, S45°54'53"W, 334.43 feet; thence, continuing along said Northerly right of way line. N44°05'07"W. 25.00 feet; thence, continuing along said Northerly right of way line, S45°54'53"W, 208.52 feet to the West line of the Southeast 1/4 of said Northeast 1/4; thence, along said West line, N00°45'53"E, 323.70 feet to the South line of the Northwest 1/4 of said Northeast 1/4; thence, along said South line, N89°15'01"W, 1310.35 feet to the Southeast corner of Creekside Estates; thence, along said East line, N00°43'10"E 366.00 feet to the Southwest corner of Lot 3 of Certified Survey Map 3976; thence, along said South line, S89°13'12"E, 275.00 feet to the Southeast corner of said Lot 3; thence, along said East line of Lot 3 and the East line of Lot 2 of said Certified Survey Map 3976, N00°43'10"E, 206.00 feet to the South right of way line of Brey Drive; thence, along said South right of way line S89°13'12"E, 66.00 feet to the East right of way line of said Brey Drive; thence, along said East right of way line, N00°43'10"E, 134.50 feet to the South line of said Harrison Heights; thence, along said South line S89°16'50"E, 111.14 feet; thence, continuing along East line of Lot 20 of said Harrison Heights, N83°33'39"E, 201.60 feet; thence, continuing along said South line, S89°16'50"E, 504.83 feet; thence, continuing along said South line, N00°43'10"E, 160.49 feet to the South right of way line of Dublin Pass; thence, along said South right of way line, S70°48'48"E, 69.58 feet to the Southwest corner of said Lot 19; thence, along the South line of said Lot 19, S89°16'50"E, 150.00 feet to the point of beginning; subject to all easements and restrictions of record.

Given under my hand this _____ day of _____, 20____

James R. Sehloff, Wisconsin Professiona	11 10 10 10 10 10 10 10 10 10 10 10 10 1
,	il Land Surveyor No. S-2692
Owner's Certificate	
	duly organized and existing under and by virtue of the laws of the State tify that said corporation caused the land described on this plat to be d as represented on this plat.
Dewitt Development, LLC, does further confollowing for approval or objection:	ertify this plat is required by s.236.10 or s.236.12 to be submitted to the
Village of Harrison Planning and Zonir Calumet County Resource Departmen Department of Administration Department of Transportation	
IN WITNESS WHEREOF, the said Dewitt	Development, LLC, has caused these presents to
be signed by its authorized representative	es, located at,, Wisconsin
thisday of	, 20
Scott DeWitt, President	
State of Wisconsin)	
)ss County)	
County) Personally came before me this	day of, 20, persons who executed the foregoing instrument and acknowledged the
Personally came before me this the above named to me known to be the same.	day of, 20, persons who executed the foregoing instrument and acknowledged the My commission expires:
Personally came before me this the above named to me known to be the same.	persons who executed the foregoing instrument and acknowledged the
Personally came before me this the above named to me known to be the	persons who executed the foregoing instrument and acknowledged the
Personally came before me this the above named to me known to be the same. Notary Public, Wisconsin Village Board Approval Certificate	persons who executed the foregoing instrument and acknowledged the My commission expires: ss 2 in the Village of Harrison, Calumet County, Dewitt Development,

An easement for electric, natural gas, public utilities and communications service is hereby granted by Dewitt Development, LLC, grantor Wisconsin Electric Power Company and Wisconsin Gas, LLC, Wisconsin corporations doing business as We Energies, Grantee, SBC, Grantee, Darboy Sanitary District, Grantee Village of Harrison, Grantee TDS Metrocom, Grantee Time Warner Cable, 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, theron, 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. Structures 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 Dewitt Development, LLC Scott DeWitt, Managing Member Mortgagee's Certificate Nicolet Nation 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 dedication of the land described on this plat, and does hereby consent to the above certificate of Dewitt Development, LLC, owner. IN WITNESS WHEREOF, the said Nicolet Nation Bank has caused these presents to be signed by , its President, and countersigned by , its Secretary or Cashier, at Wisconsin, and its corporate seal to be hereunto affixed this _ day of ___ President Secretary or Cashier State of Wisconsin) _County) ss

, Secretary (cashier) of the above named corporation, to me known to be the persons

who executed the foregoing instrument, and to me known to be such President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said

My Commission Expires

Treasurer's Certificate

We, being the duly elected, qualified and acting Treasurer's of the Village of Harrison and Calumet County, do hereby certify that in accordance with the records in our office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this plat.

Village Treasurer	Date	_
County Treasurer	Date	_

Village Notes:

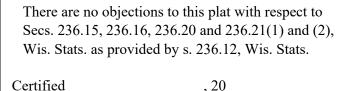
- 1. There are Ordinance regulations that have been passed by the Village of Harrison requiring the maintenance of lot drainage plans on a permanent basis. Said regulations have been recorded as Document Number 331468, Calumet County Register of Deeds and shall apply to all subdivisions approved after the 1st day of May, 2001. Said recording shall have the effect of deed restrictions requiring that permanent lawns be established in conformance with the lot drainage plan elevations within one year after initial occupancy of any house. Failure to maintain grades in accordance with storm water or drainage plans shall entitle the Village or representative thereof to direct compliance or upon failure of compliance to make said lands come into compliance. The costs and expenses shall be entered on the tax roll as a special charge against the property and collected with other taxes levied thereon.
- 2. Building permits and occupancy permits may be withheld for non-compliance with the plat or Village Ordinances relating to drainage and storm water management.
- 3. In the event that the surface drainage facilities required by the plat which are applicable to the lot for which a building permit has been applied, have not been complied with, the building inspector may withhold building permits required by the building code.
- 4. In the event that, after construction there is a failure to establish surface grades in accordance with the subdivision surface water plan, the building inspector may withhold the occupancy permit required by the
- 5. Maintenance of all drainageways and associated structures within the plat or serving the plat is the sole responsibility of the Owner/Subdivider until acceptance by or dedication to the Village of Harrison. After said acceptance please refer to Note 9 for responsibility of owner for maintenance, restrictions and related cost of all Drainage Easements.
- 6. Where the final drainage plan requires a storm inlet to adequately drain the rear portion of lots within blocks of the plat, the subdivider shall incorporate restrictive covenants in the deeds for the aforementioned lots that, "The respective lot owners shall be responsible for maintaining a clear grate on any storm drainage inlets on their lot."
- 7. Upon failure of the Owner/Subdivider to perform maintenance of the drainageways and associated structures, the Village of Harrison retains the right to perform maintenance and/or repairs. The payments of said maintenance and/or repairs shall be equally assessed among the property owners of the plat.
- 8. Pursuant to the Village of Harrison Subdivision Improvements Policy, the developer and/or owner shall comply with the approved Drainage and Grading Plan as submitted to the Village of Harrison.
- 9. Drainage Easement Notes:
- 1) All lands within areas labeled "Drainage Easement" are reserved for stormwater collection, conveyance, treatment, or infiltration. No buildings, fences, parking areas and landscaping or other structures are allowed in these areas. No grading or filling is allowed in these areas that may interrupt stormwater flows in
- 2) Any improvement shall be allowed only by special exemption of the Village of Harrison Planner.
- 3) Landscaping/plantings shall be restricted to ground cover.
- 4) If Drainage Easements are not adequately maintained, the Village of Harrison may levy the cost and expenses of such inspections, maintenance, and/or repair related actions as a special charge against the property and collected as such in accordance with the procedures under Wis. Stats. 66.0627.
- 10. There shall be no lower exposed openings on lots containing a drainage easement. Any egress windows will require a window well with a top elevation consistent with the top of the house foundation elevation.

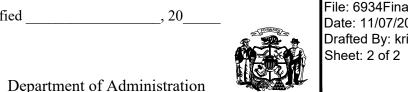
This Final Plat is contained wholly within the property described in the following recorded instruments:

the property owner of record
Dewitt Development, LLC

Recording Information: Doc No. 571164 Doc No. 571165 Doc No. 569379

Parcel Number(s): 46190 (Lot 1 CSM 3976) 46194 (Lot 4 CSM 3976) 33536 & 33558 (Unplatted Lands)







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