



Village of Menomonee Falls
W156 N8480 Pilgrim Road
Menomonee Falls, WI 53051-3140
Telephone: (262) 532-4200

August 2, 2007

Wexford Heights, LP
W178 N9912 Rivercrest Drive
Suite 101
Germantown, WI 53022

Attn: Scott Bence

Re: Harmony Hills II Subdivision
Maintenance Agreement
Tax Key No. 0098.986.002
0098.999

Dear Scott,

Please find enclosed an original signed copy and a recorded copy of the Maintenance Agreement for the Harmony Hills II Subdivision Development for your records. It contains recording information showing proof of recording by the Waukesha County Register of Deeds.

Should you have any questions or require additional information, please contact Jon Bretl at (262) 532-4414.

Sincerely,
VILLAGE OF MENOMONEE FALLS

Linda I. Losiniecki
Administrative Assistant III
Engineering Services

Enclosure

Cc: Thomas M. Hoffman, Director of Engineering Services
Jonathan M. Bretl, Civil Engineer I
Dave Bate, Utility Accountant
Easements/Acquisitions File
Vault

00080 DEC 15 2006

3443013



WC3443013-025

MAINTENANCE
AGREEMENT

DOCUMENT NO.

DOCUMENT TITLE

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

12-15-2006 9:01 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 52.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 25

Recording Data

Return to:

Village of Menomonee Falls
Engineering Services
W156 N8480 Pilgrim Road
Menomonee Falls, WI 53051

MNFV

Harmony Hills II Subdivision

Tax Key Nos. MNFV 0098.986.002
0098.999

DR
SG
21

100181 DEC 15 8

This Agreement is between **WEXFORD HEIGHTS L.P.**, a Wisconsin Limited Partnership, (the "**DEVELOPER**"), and the **VILLAGE OF MENOMONEE FALLS**, a Municipal Corporation, located in the County of Waukesha and the State of Wisconsin, (the "**VILLAGE**").

RECITALS

- A. The **DEVELOPER** is the owner of certain lands located in the NE ¼ of the NW ¼ of Section 25, Town 8 North, Range 20, in the Village of Menomonee Falls, Waukesha County, Wisconsin identified in **HARMONY HILLS II**, a recorded subdivision. These lands are further shown in the attached **Exhibit "A"** and are referred in the remainder of this agreement as the "**PROPERTY**". The **DEVELOPER** warrants and represents that it is the owner in fee of the **PROPERTY**, and that this real estate is free and clear of all liens and encumbrances.
- B. The **VILLAGE** has approved the plat of **HARMONY HILLS II** and the construction of storm water detention basins on the **PROPERTY**.
- C. As part of the development of the **HARMONY HILLS II** Subdivision, the **DEVELOPER** created seven outlots. These outlots are intended to serve the following purposes: stormwater easements, stormwater basins, landscaping and a private road containing utilities.
- D. As part of the development of the **HARMONY HILLS II** Subdivision, the **DEVELOPER** also granted to the **VILLAGE** an easement for the storm water detention areas and has constructed storm water detention basins within the the easements on the **PROPERTY**. These easements or improvements are more particularly described in **Exhibit "B"**.
- E. The hydraulic volume design calculations of the the detention basins include the easement areas, and requires the establishment of certain elevations and slopes in the easement areas of the **PROPERTY** as shown in **Exhibit "C"**.
- F. The **DEVELOPER** acknowledges that the storm water detention facilities to be constructed and maintained under this agreement are for the benefit of the properties comprising **HARMONY HILLS II**.
- G. The **VILLAGE** finds it necessary to insure that the design volume of the detention basins is not reduced by changes in the established elevations and slopes in the easement areas on the **PROPERTY**. The **VILLAGE** therefore intends to reserve the right to enforce the requirement that the storm water detention basin areas within the easements are maintained in a manner consistent with the lands maintained by the individual residents of **HARMONY HILLS II**.
- H. The **DEVELOPER** intends to establish a Homeowners Association that is intended to be primarily responsible for the maintenance of the landscaping on the outlots, and for the maintenance of the storm water detention basins within the **PROPERTY**.

NOW THEREFORE, based on the above, the parties agree as follows:

1. **Interests and Obligations of Individual Lot Owners**
 - a. **Interests of Individual Lot Owners**. Each lot in **HARMONY HILLS II** subdivision shall have attached to it an equal and undivided ownership interest in Outlot 1, Outlot 2, Outlot 3, Outlot 4, Outlot 5, Outlot 6 and Outlot 7; within the **PROPERTY**. Each and

every lot owner shall be considered the “**OWNER**” of Outlot 1, Outlot 2, Outlot 3, Outlot 4, Outlot 5, Outlot 6, and Outlot 7 within the **PROPERTY**.

- b. Obligations of Individual Lot Owners. Each and every lot owner within **HARMONY HILLS II** shall be jointly and severally liable for any expense or cost incurred by the **VILLAGE** to inspect, preserve, maintain, or restore Outlot 1, Outlot 2, Outlot 3, Outlot 4, Outlot 5, Outlot 6 and Outlot 7; the stormwater detention facilities described in **Exhibit "B"**; and the median areas within the **PROPERTY**. The **VILLAGE** shall be empowered, without notice or hearing, to levy a special assessment against each lot owner within **HARMONY HILLS II**, and each and every lot owner agrees to pay for any such special assessment for expenses incurred by the **VILLAGE**.
- c. Agreement of Developer and Lot Owners to Indemnify Village.
 - (i) **DEVELOPER, OWNER** and Homeowners Association shall indemnify and hold harmless the **VILLAGE**, its board members, employees, agents, and officers from any costs, damages, loss, claim, suit, liability or award which may arise, come, be brought or incurred or assessed because of the existence of, any action or failure to act with respect to the storm water detention basins, and the storm water easements on the **PROPERTY** or because of any adverse effect upon any person or property related or alleged to be related to the storm water detention basins and storm water easement.
 - (ii) **DEVELOPER, OWNER** and Homeowners Association also shall indemnify and hold harmless the **VILLAGE**, its board members, employees, agents, and officers from any costs, damages, loss, claim, suit, liability or award which may arise, come, be brought or incurred or assessed because of the existence of, any action or failure to act with respect to the median areas, Outlot 1, Outlot 2, Outlot 3, Outlot 4, Outlot 5, Outlot 6, and Outlot 7 in the subdivision; or because of any adverse effect upon any person or property related or alleged to be related to any conditions on the median areas in the subdivision.
 - (iii) The **VILLAGE** shall have the right to defend any such claims and **DEVELOPER, OWNER** and Homeowners Association shall reimburse the **VILLAGE** for any and all cost and/or expenses, including but not limited to attorney's fees, which the **VILLAGE** may incur as a result of such claims.

2. Obligations Related to Storm Water Detention Facilities.

- a. Grant of Stormwater Easement to Village.
 - (i) The **DEVELOPER** hereby warrants and represents that it is the owner in fee of the real estate described above, and that this real estate is free and clear of all liens and encumbrances.
 - (ii) The **DEVELOPER** together with its respective heirs, personal representatives, and assigns, by separate document has granted unto the the Village of Menomonee Falls and its assigns, permanent and perpetual easement for storm water detention basin and related facilities, including storm sewer inlets and manholes as described in **Exhibit "B"**;

(iii) These easement rights include the right to build, construct, operate, inspect, maintain, repair, reconstruct and enlarge any and all presently existing and hereinafter constructed facilities, and the right of entry in, across, beneath, and above the real estate here-in-after more particularly described in **Exhibit "B"**; and

- b. The elevations and slopes that have been established in the storm water detention easement on the **PROPERTY**, as identified on **Exhibit "C"**, shall not be altered from those designed, established and constructed, without the specific written approval of the **VILLAGE**.
- c. No Structure of any type will be allowed within the easements.
- d. The **OWNER** or Homeowners Association must obtain a permit from the Village prior to planting trees or shrubs in the easements. The Village shall have the right to determine which species of trees and shrubs are or are not appropriate for planting within the easements. Neither the **OWNER** nor Homeowners Association may plant shrubs or trees in the easements, unless approved by the **VILLAGE**.
- e. Every five (5) years from the date of this agreement, the Homeowners Association shall hire a licensed professional engineer to inspect and certify the storm water detention basin on the **PROPERTY** and submit an inspection report to the **VILLAGE** as proof of compliance. The Inspection Report form provided by the **VILLAGE** shall be used to determine the condition of the storm water detention basins. The purpose of the inspection is to assure safe and proper functioning of the storm water detention basins. The inspection shall cover the entire facility, including but not limited to berms, outlet structure, pond areas, access roads, etc. The conditions shall be noted in the inspection report. The **OWNER** or Homeowners Association must maintain the slopes and elevations at the originally designed, established and constructed elevations and slopes within the easement areas; to and make all the necessary repairs and/or improvements to correct damages, both natural and man made; and to resolve any complaints.
- f. If the **VILLAGE** finds that the elevations and slopes have been altered, changed or for any reason deviate from those designed, established and constructed; or, if structures are found in the easements; or, if shrubs or trees which have not been approved by the **VILLAGE** have been planted in the easements; or, if the easement areas are not being maintained, the Homeowners Association shall be responsible for the cost and expense of returning the slopes and elevations to the originally designed, established and constructed elevations and slopes; removing structures; removing and replacing shrubs and trees; and maintaining stormwater detention basin area.
- g. If the **OWNER** or Homeowners Association fails to conduct or submit an inspection certifying the basins; or, fails to return the slopes and elevations to the originally designed, established and constructed elevations and slopes, and make all the necessary repairs and/or improvements to correct damages, both natural and man made; removing and replacing shrubs and trees; or remove structures, or maintain stormwater detention basin area in a manner outlined in this document, the **VILLAGE** shall have the authority, upon thirty (30) days written notice to the **OWNER** or Homeowners Association to complete the work as described above. In addition, the **VILLAGE** shall be empowered without notice of public hearing, to impose a special assessment for the

cost of the work upon each and every lot within **HARMONY HILLS II**, payable with the next succeeding tax roll.

3. **Obligations Related to Median Areas and Outlot 1.**

- a. The median areas and Outlot 1 shall be maintained in a manner consistent with the lands maintained by the individual residents of **HARMONY HILLS II**. This includes the obligation to maintain landscaping originally approved by the Village, and to make all the necessary improvements to correct damages, both natural and man made; and to resolve any complaints.
- b. If the **OWNER** or Homeowners Association fails to maintain landscaping originally approved by the Village, and to make all the necessary improvements to correct damages, both natural and man made; and to resolve any complaints, or maintain the median areas in a manner consistent with the lands maintained by the individual residents of **HARMONY HILLS II**, the **VILLAGE** shall have the authority, upon thirty (30) days written notice to the **OWNER** or Homeowners Association to complete the work as described above. In addition, the **VILLAGE** shall be empowered without notice of public hearing, to impose a special assessment for the cost of the work upon each and every lot within **HARMONY HILLS II**, payable with the next succeeding tax roll.
- c. **Village Utilities in the Median areas.**
 - (i) The median areas in **HARMONY HILLS II** contain municipal facilities.
 - (ii) The **VILLAGE** shall, in its complete and sole discretion, determine when and what actions it may deem necessary for the **VILLAGE** to repair, maintain, construct and/or reconstruct the utilities in the Right-of-way.
 - (a) Whenever the **VILLAGE** takes any action under this paragraph 3, the **VILLAGE** will complete the necessary work and backfill all trenches to the appropriate grade of the adjacent ground surface.
 - (b) The village will not be responsible for any settlement that might occur after the **VILLAGE** has backfilled all of the trenches to the appropriate grade of the adjacent ground surface.
 - (iii) If the **VILLAGE** enters the median to construct, operate, inspect, maintain, repair, reconstruct and enlarge any and all presently existing and hereinafter constructed municipal facilities, the **OWNER** shall provide surface restoration of all areas disturbed within the median during the construction and/or reconstruction process. This includes but is not limited to the restoration of landscaping and lawns in the median areas.

4. **Obligations Related to Outlot 1, Outlot 3, Outlot 4, and Outlot 5.**

- a. The parties understand that Outlot 3, Outlot 4, and Outlot 5 was created to provide green space and recreation space for the subdivision residents.

- b. Except for the maintenance stormwater detention basins as described in Section 2, Outlot 3, Outlot 4, and Outlot 5 shall be maintained in a manner consistent with both the purpose for which it was created, and the lands maintained by the individual residents of **HARMONY HILLS II**.
- c. If the **OWNER** or Homeowners Association fails to maintain landscaping originally approved by the Village, and to make all the necessary improvements to correct damages, both natural and man made; and to resolve any complaints, or maintain Outlot 3, Outlot 4, and Outlot 5 in a manner consistent with the lands maintained by the individual residents of **HARMONY HILLS II**, the **VILLAGE** shall have the authority, upon thirty (30) days written notice to the **OWNER** or Homeowners Association to complete the work as described above. In addition, the **VILLAGE** shall be empowered without notice of public hearing, to impose a special assessment for the cost of the work upon each and every lot within **HARMONY HILLS II**, payable with the next succeeding tax roll.

5. **Homeowners Association.**

- a. The **DEVELOPER** intends to establish a Homeowners Association, which will be primarily responsible for the maintenance of the landscaping and the other obligations relating to the stormwater detention facilities described in **Exhibit "B"**; Outlot1, Outlot 3, Outlot 4, and Outlot 5; and the median areas within the **PROPERTY**.
- b. Upon its creation, and subject to the other terms of this agreement, the Homeowners Association shall, as the agent of the **OWNER**, thereafter be primarily responsible for the obligations of the individual lot owners of **HARMONY HILLS II** under this agreement. If the Homeowners Association is never created, is not responsive, or is dissolved, then the **OWNER** shall be responsible for all obligations in this agreement.
- c. If the **OWNER** or Homeowners Association fails perform any obligation required under this agreement regarding the stormwater detention facilities described in **Exhibit "B"**; Outlot1, Outlot 3, Outlot 4, and Outlot 5; and the median areas, the **VILLAGE** shall have the authority, upon thirty (30) days written notice to the **OWNER** or Homeowners Association to complete such work. In addition, the **VILLAGE** shall be empowered without notice of public hearing, to impose a special assessment for the cost of the work upon each and every lot within **HARMONY HILLS II**, payable with the next succeeding tax roll.

6. **Obligations and Rights to Run with the land.** The rights and obligations created by this Agreement shall be covenants running with All Lots within **HARMONY HILLS II** and shall inure to the benefit of, and be binding upon, the parties, their heirs, personal representatives, successors and assigns.

7. **Effective Date.** This agreement shall become effective on the date it is signed by the **DEVELOPER** or approved by the **VILLAGE**, whichever is later.

END OF TEXT. SIGNATURE PAGE FOLLOWS

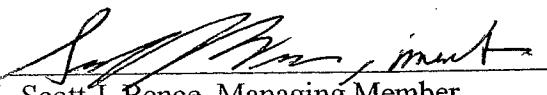
110186 DEC 15 8

DEVELOPER

IN WITNESS WHEREOF, Wexford Heights L.P. has caused this Agreement to be signed this 22 day of November, 2006.

Wexford Heights L.P.

By: JBJRE LLC
its General Partner

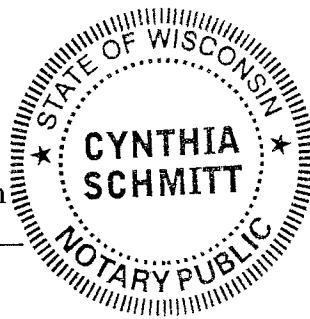
By: 
Scott J. Bence, Managing Member

State of Wisconsin)
)
)ss

County of Washington)

Personally came before me this 22 day of November, 2006, the above named Scott J. Bence, to me known to be the person who executed the foregoing instrument in his official capacity as Managing Member of Wexford Heights L.P., and acknowledged that he executed the foregoing instrument as a corporate officer as the deed of Wexford Heights L.P and by its authority.

Cynthia Schmitt
Notary Public
Washington County, Wisconsin
My Commission Expires on 4/19/09



VILLAGE OF MENOMONEE FALLS

Adopted by the Board of Trustees of the Village of Menomonee Falls on the 16th day of October, 2006.

Attest: Richard A. Farrenkopf
Richard A. Farrenkopf
Village Manager/Clerk-Treasurer

By: Richard A. Rechlicz
Richard A. Rechlicz, Village President

Approved as to Form:

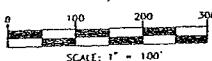
Michael J. Morse
Michael J. Morse
Village Attorney

This instrument was drafted by:
Jonathan M. Bretl
Civil Engineer I



HARMONY HILLS II

BEING A PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 9045 AND LANDS IN THE NORTHEAST AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWN 8 NORTH, RANGE 20 EAST, VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN



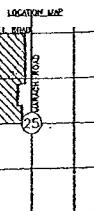
WETLANDS
ISOLATED NATURAL RESOURCE AREA
CONCRETE MONUMENT WITH BRASS CAP



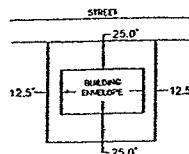
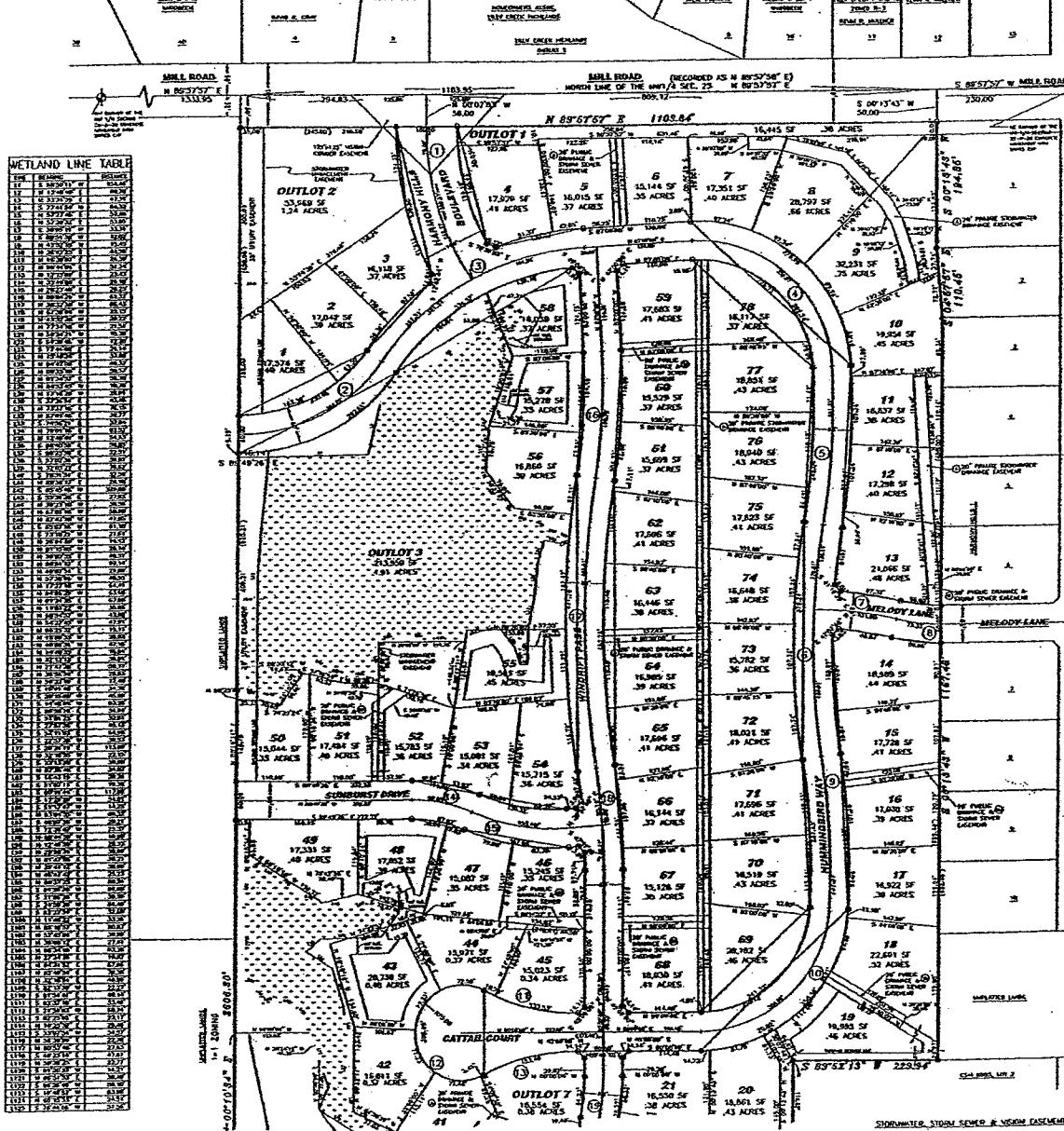
There are no objections to this plat with respect to Secs. 214-15, 216-16, 216-20 and 236-21(1) and (2), Wis. Stats., as provided by s. 236-32, Wis. Stats.

Certified _____ 70

Department of Administration



SECTION 25, TWP 8N, RGE 20E
SCALE 1" = 100'



TYPICAL BUILDING SETBACKS
UNLESS OTHERWISE SHOWN OR
NOTED.

-LOTS 9 THROUGH 19 HAVE A SIDE
YARD BUILDING SETBACK OF 12'

-LOT 19: REFER TO PLAT

-LOTS 37, 43, 48, 55, 57 & 58
HAVE A WETLAND SETBACK OF 25'

THIS INSTRUMENT WAS DRAFTED BY NORBERT F. STACHOWSKI, S-1480

STORMWATER MANAGEMENT MAINTENANCE AGREEMENT

1. THE LOT OWNERS OR THEIR SUCCESSORS AND ASSIGNS (HEREIN AFTER REFERRED TO AS THE RESPONSIBLE PARTIES) SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STORMWATER MANAGEMENT MEASURES.

2. THE RESPONSIBLE PARTIES SHALL MANAGE THE STORMWATER MANAGEMENT MEASURES IN ACCORDANCE WITH THE APPROVED STORMWATER MANAGEMENT PLAN OR EROSION CONTROL PLAN AS REQUIRED BY THE VILLAGE CONSTRUCTION SITE EROSION CONTROL AND STORMWATER MANAGEMENT ORDINANCE.

3. THE VILLAGE IS AUTHORIZED TO ACCESS THE PROPERTY TO CONDUCT INSPECTIONS OF STORMWATER PRACTICES AS NECESSARY TO ASCERTAIN THAT THE PRACTICES ARE BEING MAINTAINED AND OPERATED IN ACCORDANCE WITH THE APPROVED STORMWATER MANAGEMENT PLAN.

4. THE RESPONSIBLE PARTY, ON AN ANNUAL BASIS, SHALL PROVIDE MAINTENANCE OF EACH STORMWATER MANAGEMENT MEASURE, INCLUDING BUT NOT LIMITED TO, REMOVAL OF DEBRIS, MAINTENANCE OF VEGETATIVE AREAS, MAINTENANCE OF STRUCTURAL STORMWATER MANAGEMENT MEASURES AND SEDIMENT REMOVAL.

5. UPON NOTIFICATION OF THE RESPONSIBLE PARTIES BY THE VILLAGE OF MAINTENANCE PROBLEMS, THE RESPONSIBLE PARTIES SHALL CONDUCT THE REQUIRED CORRECTIVE ACTION. THE CORRECTIVE ACTION SHALL BE TAKEN WITHIN A REASONABLE TIME FRAME AS SET BY THE VILLAGE.

6. THE VILLAGE IS AUTHORIZED TO PERFORM THE CORRECTIVE ACTION IDENTIFIED IN THE INSPECTION REPORT. THE RESPONSIBLE PARTIES DO NOT PAY FOR THE REPAIRS OR MAINTENANCE SPECIFIED. IN THE PERIOD THE CORRECTIVE ACTION SHALL BE EXERCISED ON THE TAX ROLL AS A SPECIAL ASSESSMENT AGAINST THE PROPERTY AND COLLECTED WITH ANY OTHER TAXES LEVIED THEREON FOR THE YEAR IN WHICH THE WORK IS COMPLETED.

STORMWATER STORM SEWER & VISION EASEMENT NOTES

(1) PRIVATE EASEMENTS ARE ESTABLISHED TO PERMIT FOR THE DISCHARGE AND CONVEYANCE OF STORMWATER RUNOFF FROM ADJACENT AND UPSTREAM PROPERTIES. OWNERS OF LOTS ON WHICH THESE PRIVATE EASEMENTS ARE LOCATED ARE RESPONSIBLE FOR MAINTAINING THESE EASEMENTS FREE FROM ANY OBSTRUCTION THAT MAY RESTRICT OR DIVIDE THIS FLOW.

(2) EASEMENTS GRANTED TO THE VILLAGE OF MENOMONEE FALLS.

(3) LOCATED 2.375" (0.02) x 10" IRON PIPE SET NOHNG 3.65 LBS. PER LINEAL FOOT. ALL OTHER LOT CORNERS ARE CENTERED WITH 1.375" (0.02) x 10" IRON PIPE NOHNG 1.13 LBS. PER LINEAL FOOT.

ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST FEET AND ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST SECOND AND COMPUTED TO THE NEAREST ONE-HALF SECOND.

ALL BEARINGS ARE REFERENCED TO THE GRID NORTH OF THE VILLAGE OF MENOMONEE FALLS, WISCONSIN, UTM ZONE (NAD 1983) WHICH THE NORTH LINE OF THE NW 1/4 OF SECTION 25, Twp 8N, Rge 20E, IS TAKEN TO BE IN 8' FT 57' S.E.

LAND TECH ENGINEERING, INC.
LAND PLANNING + ENGINEERING CONSULTING
700 INDUSTRIAL COURT, SUITE 100, HAMILTON, WI 53033
(414) 267-3009 FAX (414) 267-3420
REVISIED JUNE 14TH, 2006
REVISIED JUNE 1ST, 2006
REVISIED MAY 22ND, 2006
REVISIED FEBRUARY 27TH, 2006
JOB NO. 02072
SHEET 1 OF 4

HARMONY HILLS II

BEING A PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 9045 AND LANDS IN THE NORTHEAST AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWN 8 NORTH, RANGE 28 EAST, VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN

SCALE: 1" = 100"

There are no objections to this plan with respect to Sects. 236.15, 236.16, 236.20 and 236.24(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Course _____



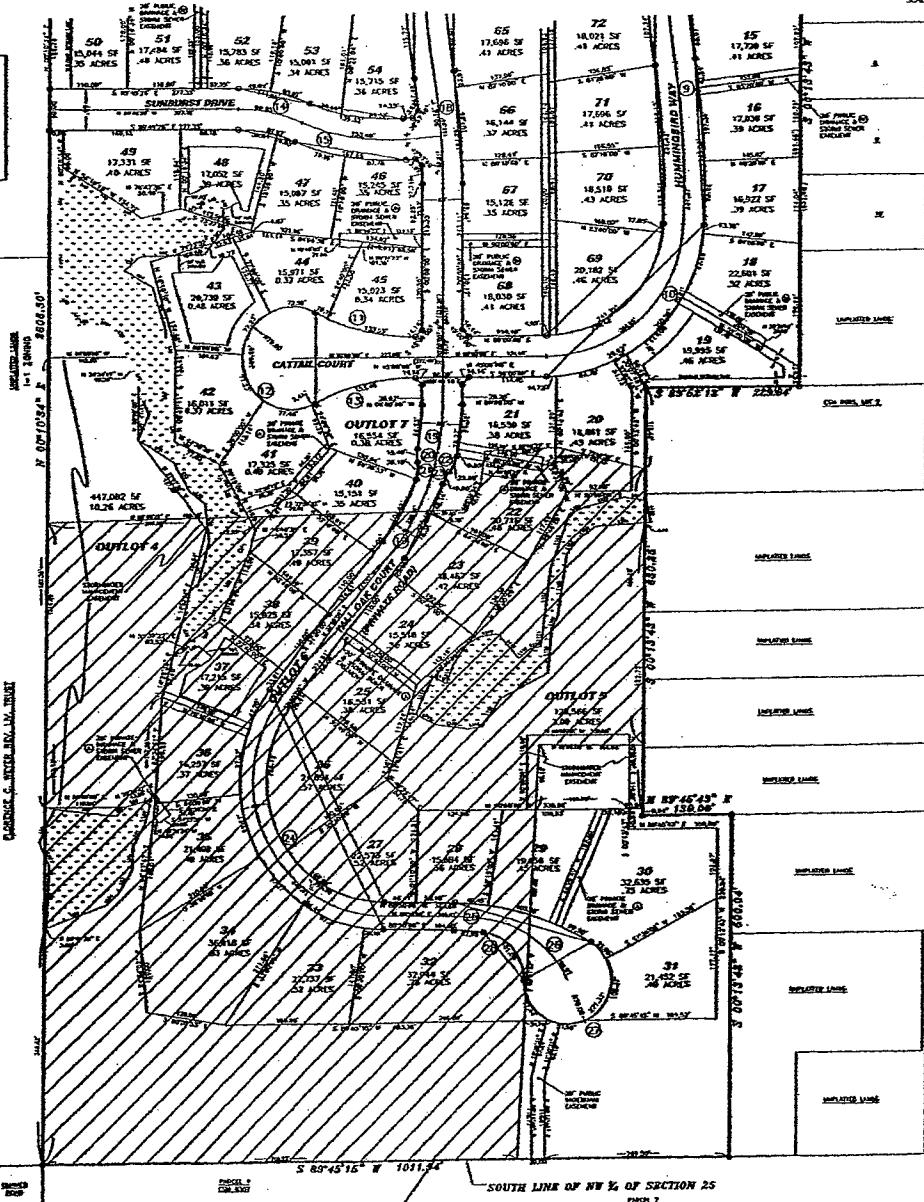
The diagram shows a rectangular frame representing the building envelope. The top horizontal side is labeled "25.0'". The bottom horizontal side is labeled "25.0'". The left vertical side is labeled "12.5'". The right vertical side is labeled "12.5'".

- TYPICAL BUILDING SETBACKS UNLESS OTHERWISE SHOWN OR NOTED.
- LOTS 9 THROUGH '19 HAVE A SIDE YARD BUILDING SETBACK OF 12'
- LOT 18: REFER TO PLAT
- LOTS 37, 43, 48, 55, 57, & 58 HAVE A WETLAND SETBACK OF 25'

 WETLANDS

 ISOLATED NATURAL RESOURCE AREA
(RESTRICTED BY MUNICIPALITY)

CONCRETE MONUMENT WITH
BRASS CAP



THOSE AREAS OF LAND IDENTIFIED AS AN ISOLATED MINERAL RESOURCE PRESERVATION AREA ON PAGE 2 OF THIS SUBMISSION PLAN SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

- GRAZING, PILING, THE REMOVAL OF SOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, EXCEPT IN CONNECTION WITH THE CONSTRUCTION OF A RESIDENCE OR A DESCRIBED PRE-APPROVED ACCESSORY BUILDING, SUBJECT TO THE APPROVAL OF THE WISCONSIN STATE FALLS AND WISCONSIN COUNTY DEPARTMENT OF PARKS AND LAND USE PLANNING AND ZONING DIVISION.
- THE REMOVAL OR INSTRUMENTATION OF ANY VEGETATIVE COVER, LE., TREES, SHRUBS, GRASSES, ETC. IS PROHIBITED, WITH THE EXCEPTION THAT REAL, REASSED, OR DRYING VEGETATION MAY BE REMOVED, AT THE DISCRETION OF THE LANDOWNER AND WITH APPROVAL FROM THE VALUVE OF MENOMAINE FALLS AND WISCONSIN COUNTY DEPARTMENT OF PARKS AND LAND USE PLANNING AND ZONING DIVISION, SIMILARLY, THINNING, UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST AND WITH APPROVAL FROM THE VALUVE OF MENOMAINE FALLS AND WISCONSIN COUNTY DEPARTMENT OF PARKS AND LAND USE PLANNING AND ZONING DIVISION, OF ANY VEGETATIVE COVER THAT IS NECESSARY BY THE APPROVED CONSTRUCTION OF A RESIDENCE OR ACCESSORY BUILDING WITHIN THE DESCRIBED PRE-APPROVED BUILDING ENVELOPE, SHALL BE PERMITTED. THE REMOVAL AND CLEAING OF ANY VEGETATIVE COVER, WHICH IS LOCATED OUTSIDE THE DESCRIBED PRE-APPROVED VEGETATIVE COVER THAT IS NECESSARY BY THE APPROVED CONSTRUCTION OF A RESIDENCE OR ACCESSORY BUILDING, WITHIN THE ISOLATED NATURAL RESOURCE PRESERVATION AREA, THAT IS NECESSARY TO PROVIDE ACCESS OR SOURCE TO AN APPROVED RESIDENCE OR ACCESSORY BUILDING, SHALL BE PERMITTED.
- GRAZING BY DOMESTICATED ANIMALS, LE., HORSES, COWS, ETC., SHALL BE DISCOURAGED TO THE GREATEST EXTENT POSSIBLE.
- THE INTRODUCTION OF PLANT MATERIAL, NO HARMLESS TO THE EXISTING ENVIRONMENT OF ISOLATED NATURAL RESOURCE PRESERVATION AREA IS PROHIBITED.
- POUNDS MAY BE PERMITTED SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED AND, IF APPLICABLE, THE WISCONSIN COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE STATE FALLS AND WISCONSIN COUNTY DEPARTMENT OF PARKS AND LAND USE PLANNING AND ZONING DIVISION.
- THE CONSTRUCTION OF ANY BUILDING, WHETHER IT BE A RESIDENCE, MATERIAL RESOURCE PRESERVATION AREA IS PROMOTED, EXCEPT AS MAY BE SPECIFICALLY PROVIDED FOR BY A BUILDING ENVELOPE, ON THE SUNSHINE PLAT, ANY ALTERNATIVES TO SUCH A DESCRIBED PRE-APPROVED BUILDING ENVELOPE, WILL REQUIRE THE APPROVAL OF THE WISCONSIN COUNTY DEPARTMENT OF PARKS AND LAND USE PLANNING AND ZONING DIVISION.

CONSERVANCY/INCLINOS. PRESERVATION RESTRICTIONS

1. GRADING AND FILING SHORES PROHIBITED UNLESS SPECIFICALLY AUTHORIZED BY THE MUNICIPALITY IN WHICH THEY ARE LOCATED AND, IF APPLICABLE, THE WISCONSIN COUNTY DEPARTMENT OF NATURAL RESOURCES, AND THE ARMY CORP. OF ENGINEERS.
2. THE REMOVAL OF HORSES OR OTHER EARTHERN MAMMALS SHALL BE PROHIBITED.
3. THE REMOVAL OR DESTROYING OF ANY VEGETATION, I.E. TREES, SHRUBS, CHASMS, ETC. SHALL BE PROHIBITED, WITH THE EXCEPTION OF THE REMOVAL OF DEAD, DISEASED OR DISEASED VEGETATION AT THE DISCRETION OF THE LAND OWNER, PROVIDED THE REMOVAL IS FOR THE PURPOSE OF PREVENTING A FOREST FIRE, PROVIDED THE REMOVAL IS APPROVED BY THE WISCONSIN COUNTY DEPARTMENT OF PARKS AND LAND USE.
4. QUARRING OR DOMESTICATED ANIMALS, I.E. HORSES, COWS, ETC. SHALL BE PROHIBITED.
5. THE INTRODUCTION OF PLANT MATERIAL NOT INCONGRUOUS TO THE EXISTING ENVIRONMENT OF THE CONSERVANCY/MEADOW PRESERVATION AREA SHALL BE PROHIBITED.
6. POSES MAY BE PERMITTED SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED, AND IF APPLICABLE, THE WISCONSIN COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
7. CONSTRUCTION OF BUILDINGS IS PROHIBITED.

GENERAL NOTES

7. WETLANDS DELINEATIONS BY CYBERBORG SCIENCE ON APRIL 24, 29 AND 30, 2003, AND CONCURRED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES ON JUNE 23, 2003.

NOTES:
OUTLOTS 1-7 ARE TO BE OWNED AND MAINTAINED BY THE MERRIMAC HILLS II
HOMEOWNERS ASSOCIATION AND EACH INDIVIDUAL LOT OWNER SHALL HAVE AN
UNDIVIDABLE FRACTIONAL OWNERSHIP IN THE OUTLOTS AND WAKEFIELD COUNTY
SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THAT THEY
BECOME AN OWNER OF ANY LOTS IN THE SUBDIVISION FOR THE REASON OF TAX
DEFICIENCY.

OUTLOTS 1 & 6 FOR LANDSCAPE PURPOSES.
OUTLOTS 2, 3, 4, 5, & 7 CONTAIN AREAS DEDICATED FOR STORMWATER MANAGEMENT
AND WETLAND PRESERVATION.

AND WE DEMAND PRESCRIBED
OUTLOT 5 IS A PRIVATE ROAD;
THE CONSTRUCTION OF A MILE-100 ANNUAL WADDEYON AND THE INSTALLATION OF SOME

NO DIRECT HIGHWAY ACCESS MAY BE PROVIDED TO MILK ROAD FROM LOTS 4-9.

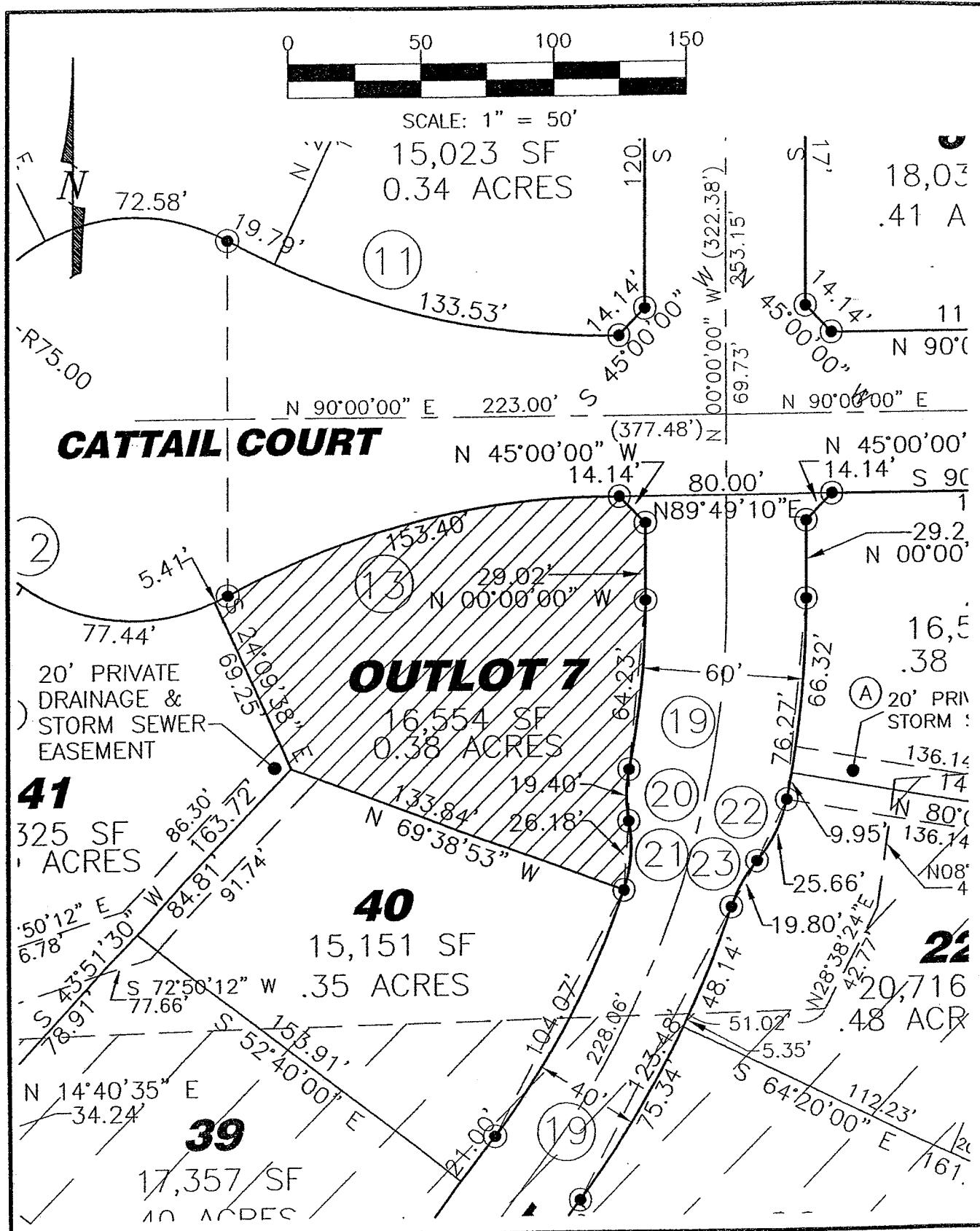
PLANNING REPORT NO. 203 DATED
JULY 1968
IND TECH ENGINEERING, INC.
PLANNING - ENGINEERING CONSULTANTS

INDUSTRIAL COURT, SUITE B, HARTLAND, WI 53020
PH (602) 361-7589 FA/C (602) 361-8729

REvised JUNE 15TH, 2011

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THIS INSTRUMENT WAS DRAFTED BY NORBERT F. STACHOWSKI, S-1480



LAND TECH ENGINEERING, INC.

LAND PLANNING • ENGINEERING CONSULTING

720 INDUSTRIAL COURT, SUITE B, HARTLAND, WI 53029

PH: (262) 367-7599 FAX: (262) 367-6726

**LEGAL DESCRIPTION 27
STORMWATER MANAGEMENT EASEMENT
OUTLOT 7
OF HARMONY HILLS II**

Being a Stormwater Management Easement, being Outlot 7 of Harmony Hills II, being a part of lot 1 of Certified Survey Map No. 9045 and lands in the Northeast and Southeast 1/4 of the Northwest 1/4 of Section 25, Town 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin more particularly bounded and described as follows:

Commencing at the North 1/4 corner of Section 25, running thence South $89^{\circ}57'57''$ West along the centerline of Mill Road, 230.00 feet to a point; thence South $00^{\circ}13'43''$ West, 244.85 feet to a point on the east line of "Harmony Hills II"; thence South $04^{\circ}57'57''$ East along said line, 110.45 feet to a point; thence South $00^{\circ}13'43''$ West along said line, 1167.48 feet to a point on the North line of "Harmony Hills II"; thence South $89^{\circ}52'13''$ West along said North line, 229.94 feet to a point; thence North $30^{\circ}07'48''$ West, 56.42 feet to a point on the curve of the Southerly right-of-way of Hummingbird Way; thence Southwesterly 122.43 feet along the arc of said curve, whose center lies to the Northwest, whose radius is 230.00 feet, and whose chord bears South $74^{\circ}45'00''$ West, 120.99 feet to a point; thence North $90^{\circ}00'00''$ West, 114.48 feet to a point; thence South $89^{\circ}49'10''$ West, 80.00 feet to a point on an arc, also being the point of beginning.

Thence Southwesterly 153.40 feet along the arc of said curve, whose center lies to Southeast, whose radius is 300.00 feet, whose chord bears South $76^{\circ}21'30.5''$ West, 151.74 feet to a point of reverse curve; thence Southwesterly 5.41 feet along the arc of said curve, whose center lies to the Northwest, whose radius is 75.00 feet, whose chord bears South $63^{\circ}46'29''$ West, 5.41 feet to a point; thence South $24^{\circ}09'38''$ East, 69.25 feet to a point; thence South $69^{\circ}38'53''$ East, 133.84 feet to a point on a curve; thence Northeasterly 26.18 feet along the arc of said curve, whose center lies to the Northwest, whose radius is 50.00 feet, whose chord bears North $04^{\circ}16'04.5''$ East, 25.88 feet to a point of reverse curve; thence Northwesterly 19.40 feet along the arc of said curve, whose center lies to the Northeast, whose radius is 50.00 feet, whose chord bears North $00^{\circ}23'07''$ East, 19.28 feet to a point of reverse curve; thence Northeasterly 64.23 feet along the arc of said curve, whose center lies to the Northwest, whose radius is 320.00 feet, whose chord bears North $05^{\circ}45'00''$ East, 64.12 feet to a point; thence North $00^{\circ}00'00''$ West, 29.02 feet to a point; thence North $45^{\circ}00'00''$ West, 14.14 feet to the point of beginning.

Contains 0.38 acres more or less.

Prepared by Norbert F. Stachowski, RLS # S-1480

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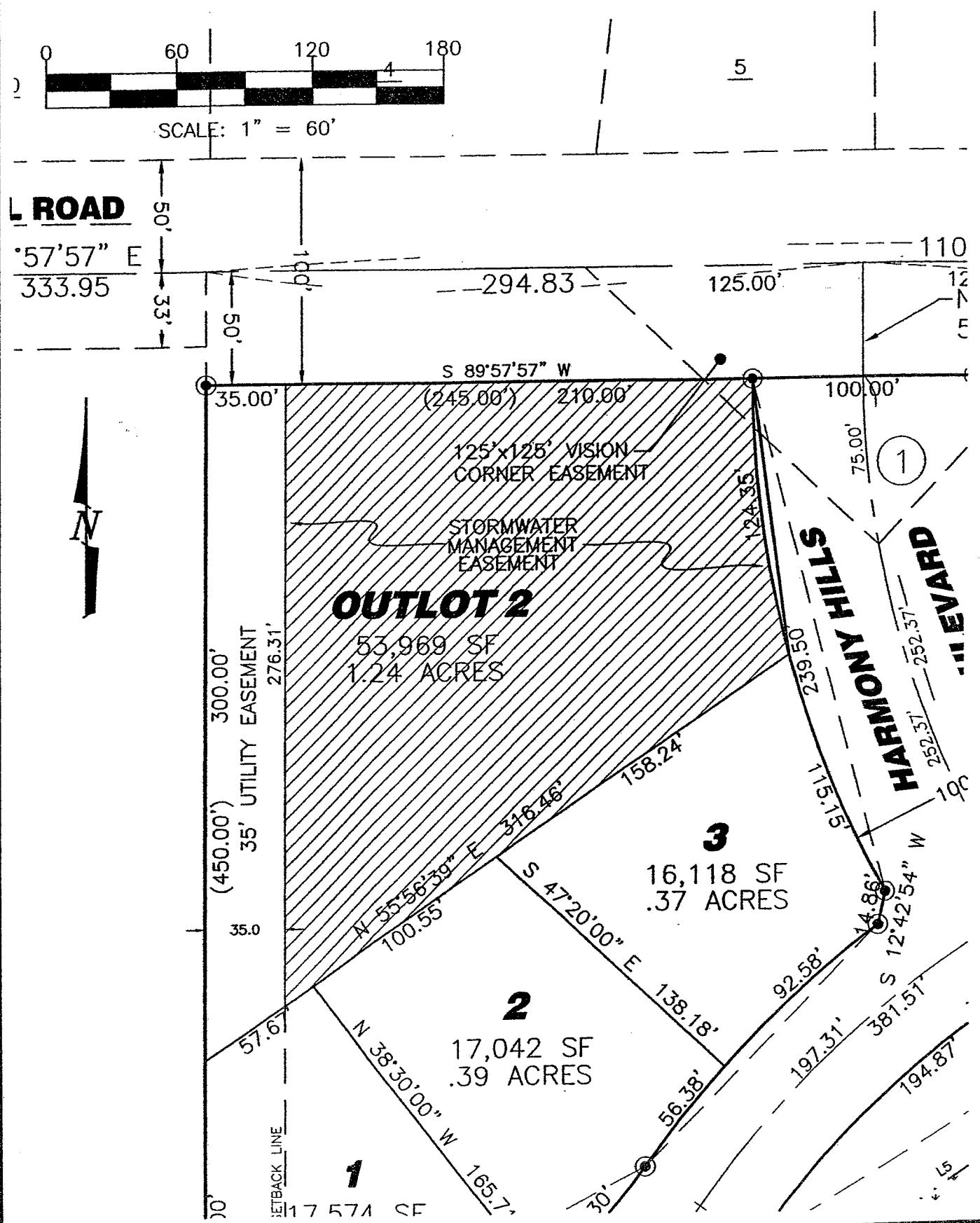
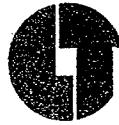


EXHIBIT 22
STORMWATER MANAGEMENT
EASEMENT



LAND TECH ENGINEERING, INC.
LAND PLANNING • ENGINEERING CONSULTING
720 INDUSTRIAL COURT, SUITE B, HARTLAND, WI 53029
PH: (262) 367-7599 FAX: (262) 367-6726

**LEGAL DESCRIPTION 22
OF A STORMWATER MANAGEMENT EASEMENT
IN OUTLOT 2
OF HARMONY HILLS II**

Being a stormwater management easement, being a part of outlot 2 of Harmony Hills II, being a part of lot 1 of Certified Survey Map No. 9045 and lands in the Northeast and Southeast 1/4 of the Northwest 1/4 of Section 25, Town 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin more particularly bounded and described as follows:

Commencing at the North 1/4 corner of Section 25, running thence South $89^{\circ}57'57''$ West along the centerline of Mill Road, 230.00 feet to a point; thence South $00^{\circ}13'43''$ West, 50.00 feet to a point of the Northeast corner of "Harmony Hills II"; thence South $89^{\circ}57'57''$ West, along the Northerly line of "Harmony Hills II", 858.84 feet to the point of beginning:

Continuing South $89^{\circ}57'57''$ West, along the Northerly line of "Harmony Hills II", 210.00 feet to a point; thence South $00^{\circ}10'34''$ West, 276.31 feet to a point; thence North $55^{\circ}56'39''$ East, 274.12 feet to a point on a curve; thence Northwesterly 124.35 feet along the arc of said curve, whose center lies to the Northeast, whose radius is 475.00, and whose chord bears North $07^{\circ}32'03''$ West, 124.00 feet to the point of beginning.

Contains 1.01 acres more or less.

Prepared by Norbert F. Stachowski, RLS # S-1480

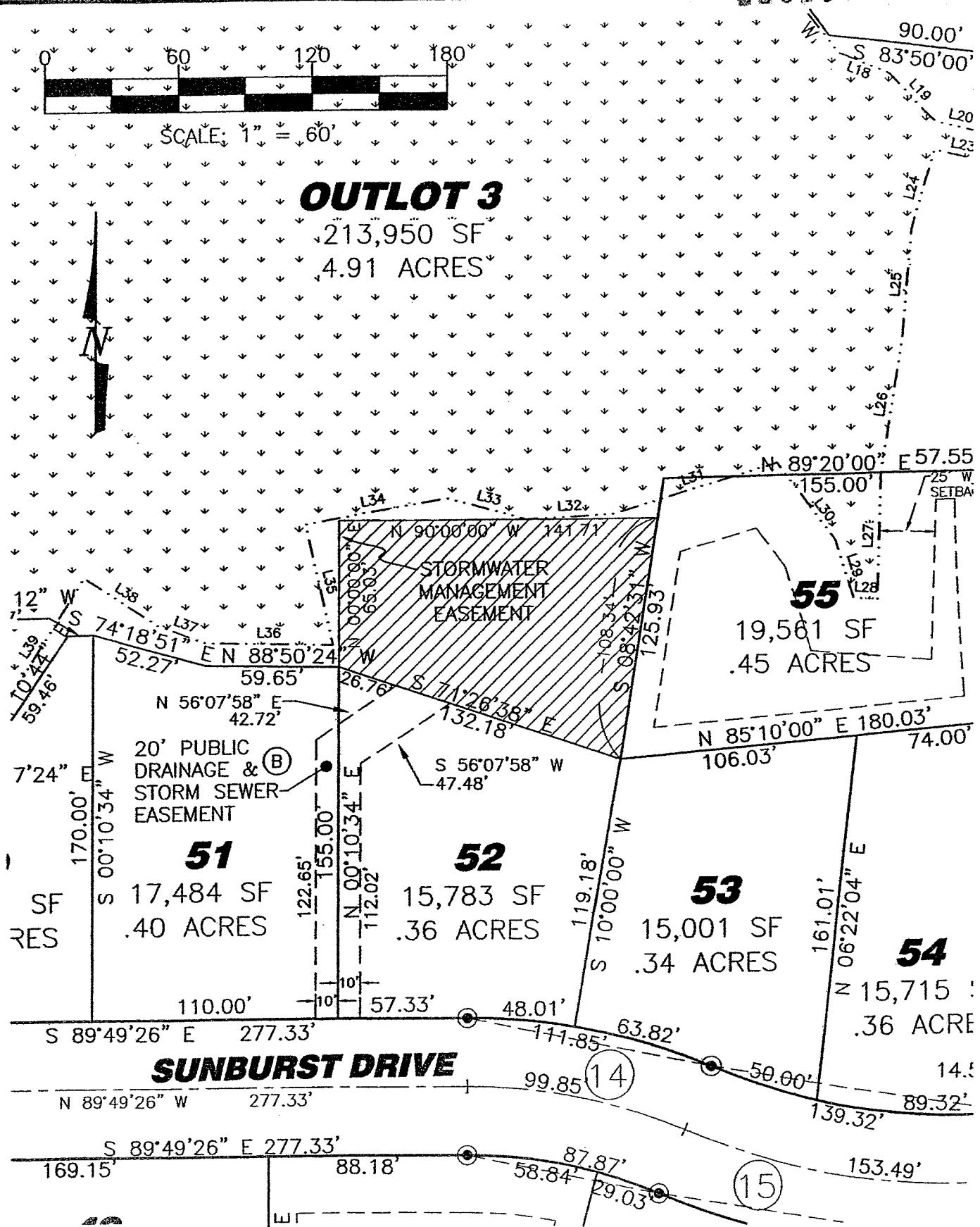
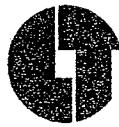


EXHIBIT 23
STORMWATER MANAGEMENT
EASEMENT



LAND TECH ENGINEERING, INC.
LAND PLANNING • ENGINEERING CONSULTING
720 INDUSTRIAL COURT, SUITE B, HARTLAND, WI 53029
PH: (262) 367-7599 FAX: (262) 367-6726

00094 DEC 05 8

**LEGAL DESCRIPTION 23
OF A STORMWATER MANAGEMENT EASEMENT
IN OUTLOT 3
OF HARMONY HILLS II**

Being a stormwater management easement, being a part of outlot 3 of Harmony Hills II, being a part of lot 1 of Certified Survey Map No. 9045 and lands in the Northeast and Southeast 1/4 of the Northwest 1/4 of Section 25, Town 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin more particularly bounded and described as follows:

Commencing at the North 1/4 corner of Section 25, running thence South $89^{\circ}57'57''$ West along the centerline of Mill Road, 230.00 feet to a point; thence South $00^{\circ}13'43''$ West, 50.00 feet to a point of the Northeast corner of "Harmony Hills II"; thence South $89^{\circ}57'57''$ West, along the Northerly line of "Harmony Hills II" 1103.84 feet to a point being the Northwest corner of "Harmony Hills II"; thence South $00^{\circ}10'34''$ West along the Westerly line of "Harmony Hills II", 1030.21 feet to a point; thence South $89^{\circ}49'26''$ East, 220.00 feet to a point; thence North $00^{\circ}10'34''$ East, 155.00 feet to the point of beginning:

Thence North $00^{\circ}00'00''$ East, 65.03 feet to a point; thence South $90^{\circ}00'00''$ East, 141.71 feet to a point; thence South $08^{\circ}42'31''$ West, 125.93 feet to a point; thence North $71^{\circ}26'38''$ West, 132.18 feet to the point of beginning.

Contains 0.27 acres more or less.

Prepared by Norbert F. Stachowski, RLS # S-1480

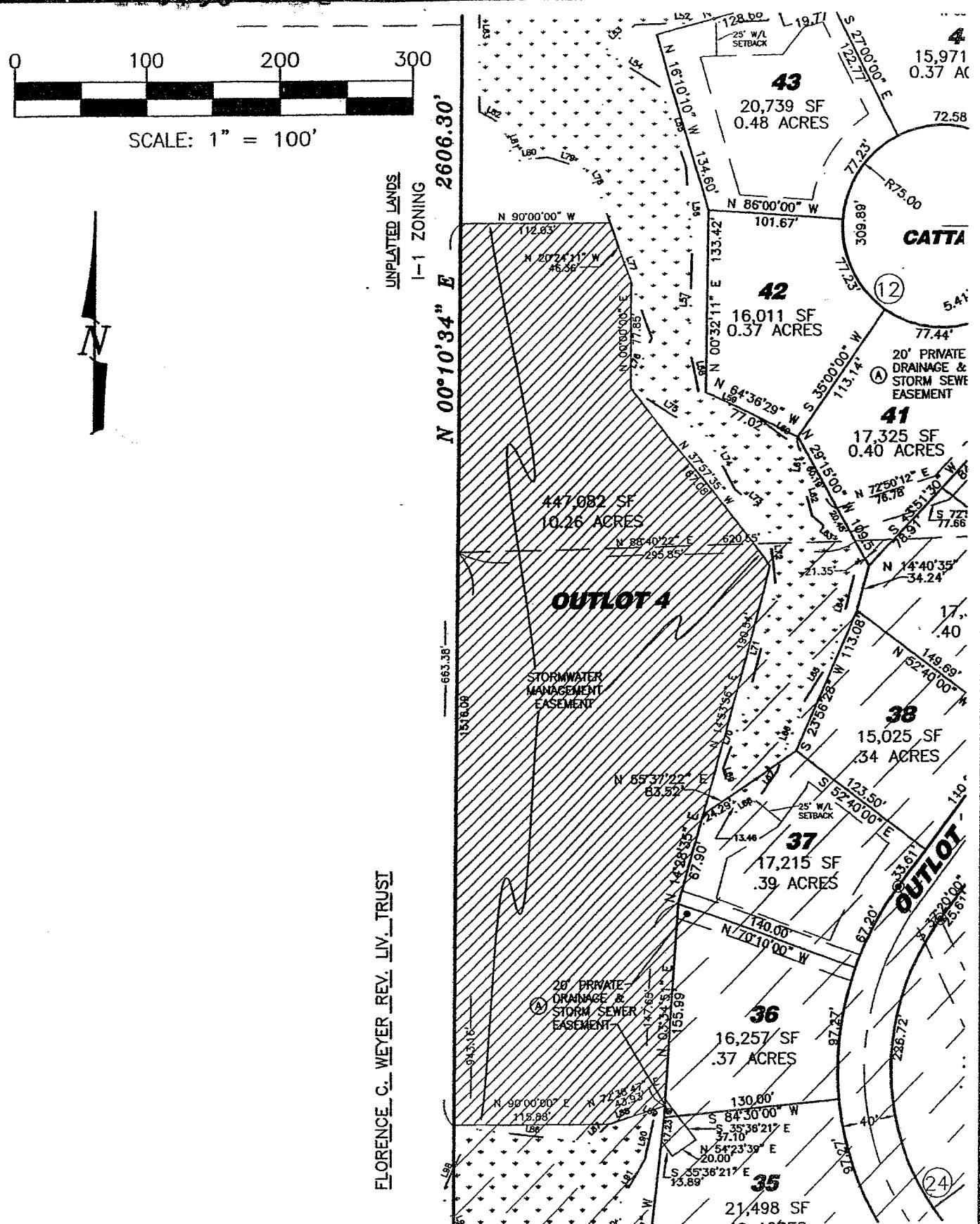


EXHIBIT 24
STORMWATER MANAGEMENT
EASEMENT



LAND TECH ENGINEERING, INC.
LAND PLANNING • ENGINEERING CONSULTING
720 INDUSTRIAL COURT, SUITE B, HARTLAND, WI 53029
PH: (262) 367-7599 FAX: (262) 367-6726

0001196 DEC 15 1982

EXHIBIT "B" COUT...

**LEGAL DESCRIPTION 24
OF A STORMWATER MANAGEMENT EASEMENT
IN OUTLOT 4
OF HARMONY HILLS II**

Being a stormwater management easement, being a part of outlot 4 of Harmony Hills II, being a part of lot 1 of Certified Survey Map No. 9045 and lands in the Northeast and Southeast 1/4 of the Northwest 1/4 of Section 25, Town 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin more particulary bounded and described as follows:

Commencing at the North 1/4 corner of Section 25, running thence South $89^{\circ}57'57''$ West along the centerline of Mill Road, 230.00 feet to a point; thence South $00^{\circ}13'43''$ West, 50.00 feet to a point of the Northeast corner of "Harmony Hills II"; thence South $89^{\circ}57'57''$ West, along the Northerly line of "Harmony Hills II" 1103.84 feet to a point being the Northwest corner of "Harmony Hills II"; thence South $00^{\circ}10'34''$ West along the Westerly line of "Harmony Hills II", 1421.36 feet to the point of beginning:

Continuing South $00^{\circ}10'34''$ West along said line, 663.38 feet to a point; thence North $90^{\circ}00'00''$ East, 115.88 feet to a point; thence North $72^{\circ}38'47''$ East, 43.93 feet to a point; thence North $03^{\circ}34'51''$ East, ~~155.99~~ feet to a point; thence North $14^{\circ}28'35''$ East, 67.90 feet to a point; thence North $14^{\circ}53'56''$ East, 190.54 feet to a point; thence North $37^{\circ}57'35''$ West, 167.08 feet to a point; thence North $00^{\circ}00'00''$ East, 77.85 feet to a point; thence North $20^{\circ}24'11''$ West, 46.36 feet to a point; thence North $90^{\circ}00'00''$ West, 112.03 feet to the point of beginning.

Contains 2.63 acres more or less.

Prepared by Norbert F. Stachowski, RLS # S-1480

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EXHIBIT "B" CONC.

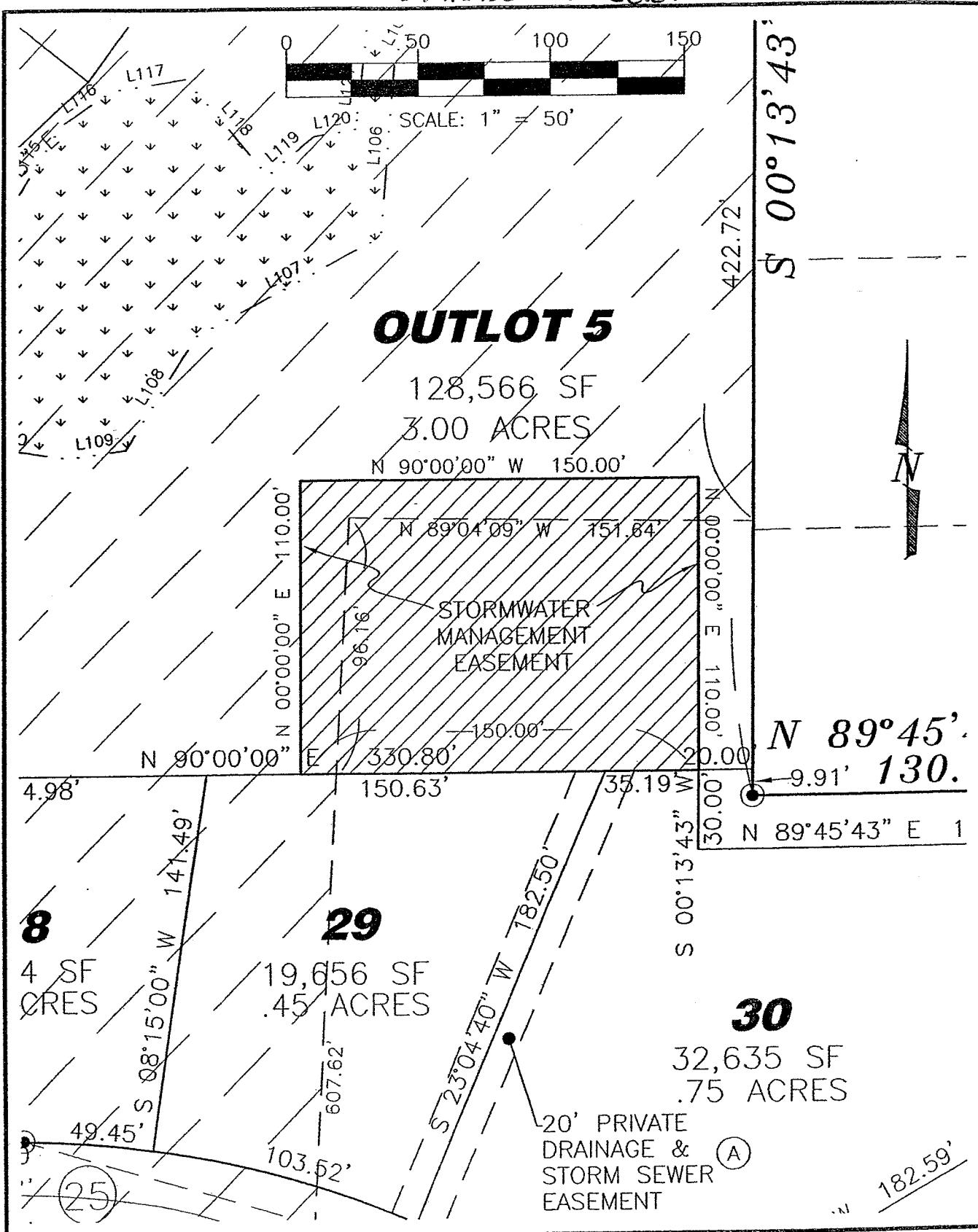


EXHIBIT 26
STORMWATER MANAGEMENT
EASEMENT



LAND TECH ENGINEERING, INC.
LAND PLANNING • ENGINEERING CONSULTING
720 INDUSTRIAL COURT, SUITE B, HARTLAND, WI 53029
PH: (262) 367-7599 FAX: (262) 367-6726

100198 DEC 15 '98

EXHIBIT "B" CWT...

**LEGAL DESCRIPTION 26
OF A STORMWATER MANAGEMENT EASEMENT
IN OUTLOT 5
OF HARMONY HILLS II**

Being a Stormwater Management Easement, being a part of Outlot 5 of Harmony Hills II, being a part of lot 1 of Certified Survey Map No. 9045 and lands in the Northeast and Southeast 1/4 of the Northwest 1/4 of Section 25, Town 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin more particulary bounded and described as follows:

Commencing at the North 1/4 corner of Section 25, running thence South $89^{\circ}57'57''$ West along the centerline of Mill Road, 230.00 feet to a point; thence South $00^{\circ}13'43''$ West, 244.85 feet to a point on the east line of "Harmony Hills II"; thence South $04^{\circ}57'57''$ East along said line, 110.45 feet to a point; thence South $00^{\circ}13'43''$ West along said line, 1167.48 feet to a point; thence South $89^{\circ}52'13''$ West along said line, 229.94 feet to a point; thence South $00^{\circ}13'43''$ West, 620.31 feet to a point; thence South $90^{\circ}00'00''$ West, 20.00 feet to the point of beginning:

Thence continuing South $90^{\circ}00'00''$ West, 150.00 feet to a point; thence North $00^{\circ}00'00''$ East, 110.00 feet to a point; thence South $90^{\circ}00'00''$ East, 150.00 feet to a point; thence South $00^{\circ}00'00''$ West, 110.00 feet to the point of beginning.

Contains 0.38 acres more or less.

Prepared by Norbert F. Stachowski, RLS # S-1480

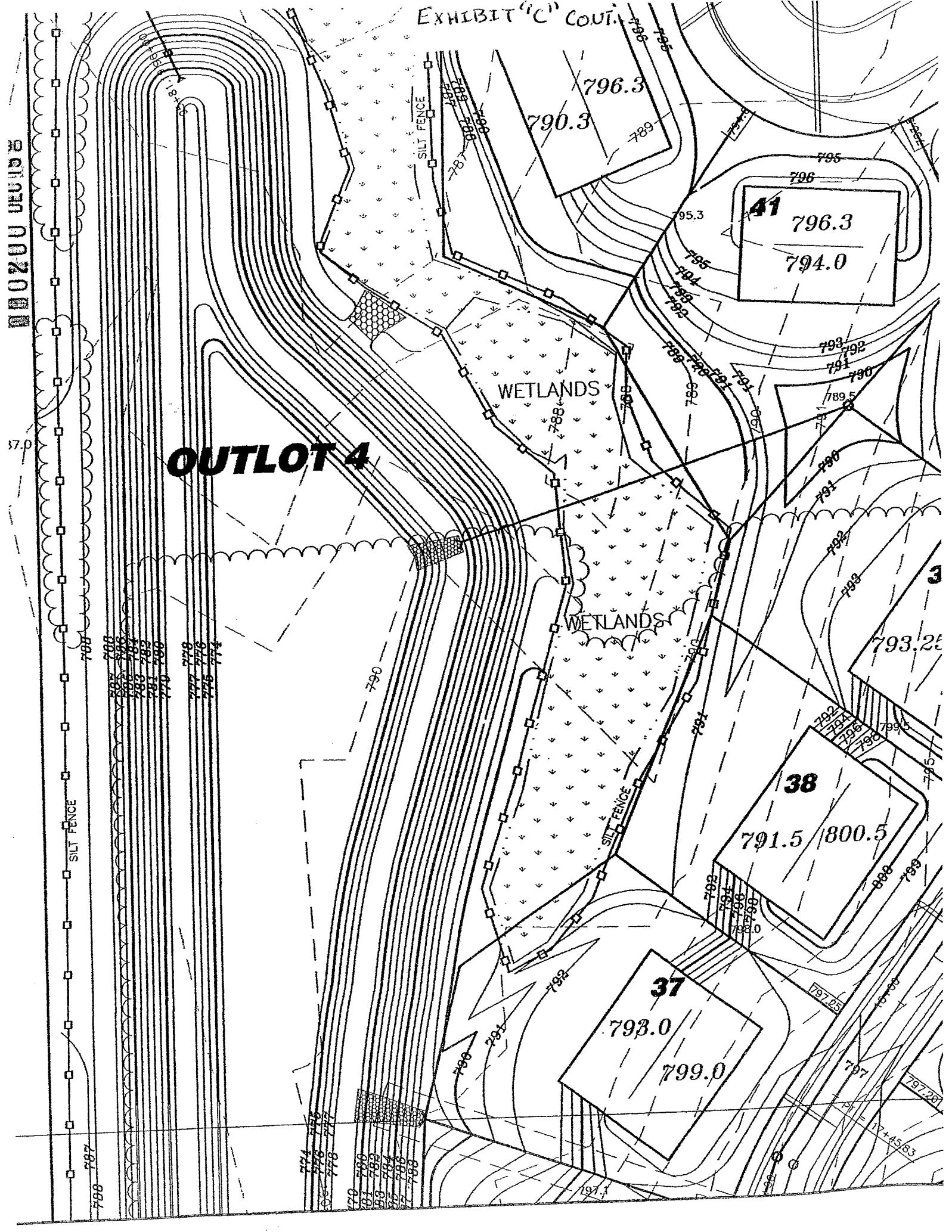
EXHIBIT "C"

**WILL BE
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EXHIBIT "C" CO.

OUTLOT 4

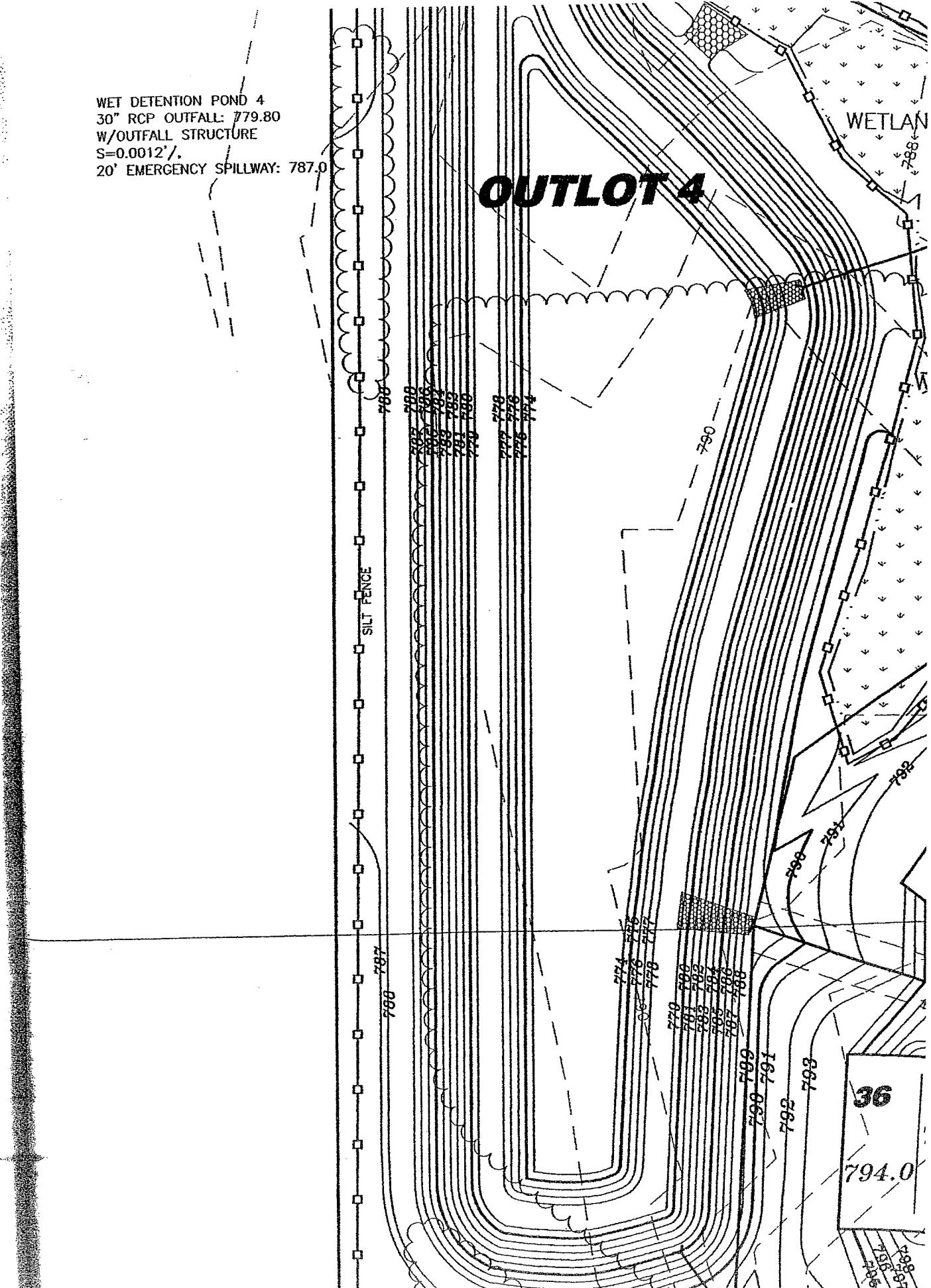


100201 DEC 05 15

EXHIBIT "C" COUT...

WET DETENTION POND 4
30" RCP OUTFALL: 779.80
W/OUTFALL STRUCTURE
 $S=0.0012'$,
20' EMERGENCY SPILLWAY: 787.0

OUTLOT 4



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