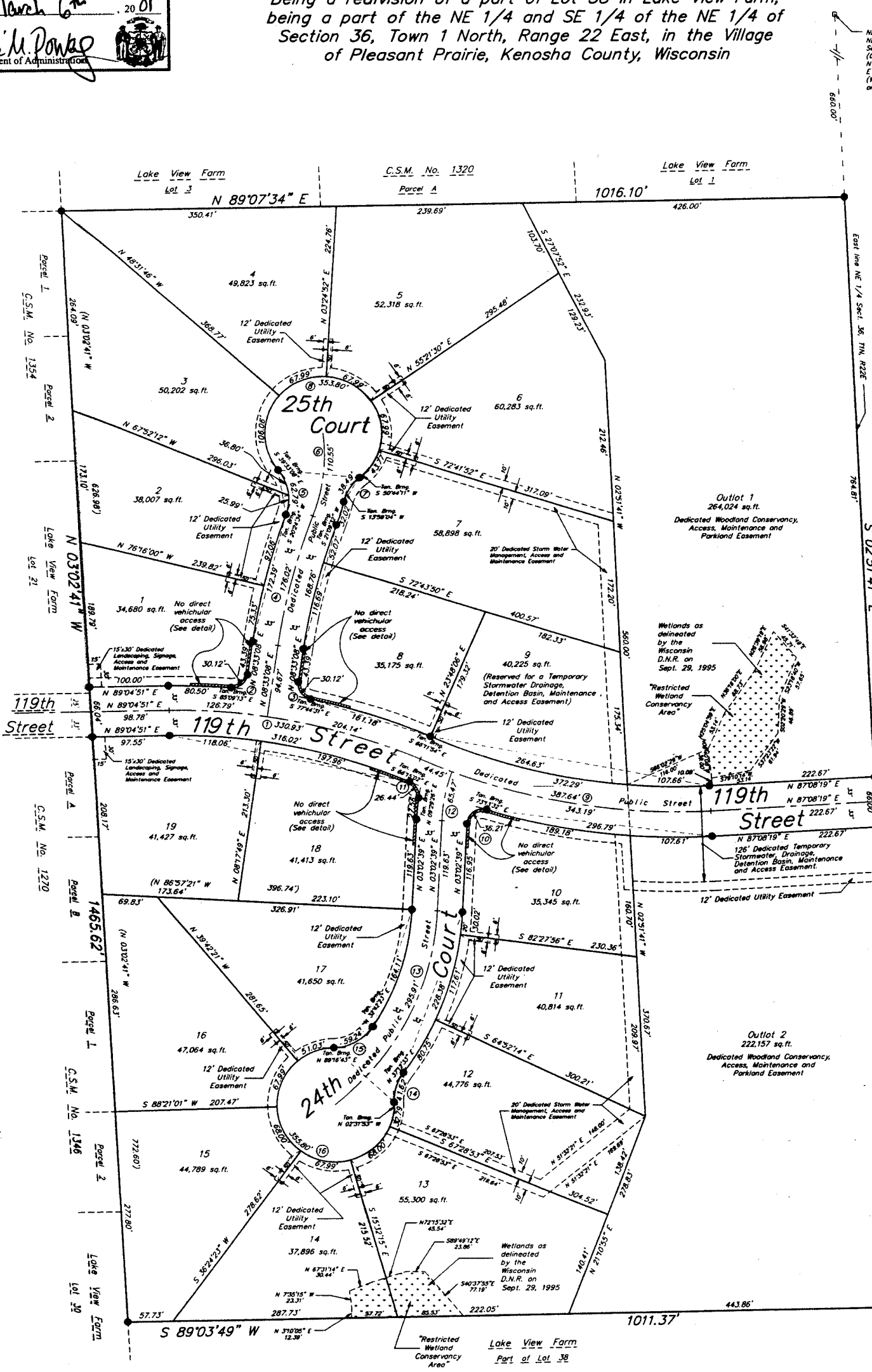
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats.

Certified March 6th, 20 01

Department of Administration

TOBIN WOODS

Being a redivision of a part of Lot 38 in Lake View Farm, being a part of the NE 1/4 and SE 1/4 of the NE 1/4 of Section 36, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin



Notes:

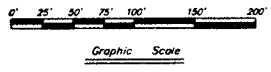
- ● — Denotes 1-1/4"x30" No. 10 rebar, 4.30 lbs. per lin ft. 1"x24" iron pipe, 1.13 lbs per lin. ft. at all other lot and outlot corners.

All distances measured and computed to the nearest 0.01'.

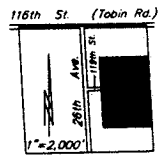
All angles computed to the nearest 00°00'00.5" and measured to the nearest 00°00'01".

sq. ft. — Denotes lot areas to the nearest square foot.

All bearings refer to Grid North of the Wisconsin State Plane Co-ordinate System, South Zone, (NAD 1927), with the East line of the NE 1/4 of Section 36, T 1 N, R 22 E having an assumed bearing of S 2°51'41" E.



Graphic Scale



Vicinity Sketch
NE 1/4 Sect. 36, T1N, R22E

NE Corner NE 1/4 Sec. 36, T1N, R22E (Conc. mon. w/brass cap) N 189,923.11 E 2,584,322.43 (Wisconsin State Plane Co-ordinates, South Zone)

TOBIN WOODS

Kenosha County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, Gerald E. Casey, Registered Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped TOBIN WOODS, being a redivision of a part of Lot 38 in Lake View Farm, being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 36, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, which is bounded and described as follows:
Commencing at the Northeast corner of said Northeast 1/4;
thence S 02°51'41" E along the East line of said Northeast 1/4, 660.00 feet to the place of beginning;
thence continuing S 02°51'41" E along said East line, 1464.35 feet;
thence S 89°03'49" W, 1011.37 feet;
thence N 03°02'41" W, 1465.62 feet;
thence N 89°07'34" E, 1016.10 feet to the place of beginning.
Said lands containing 34.0715 acres.

That I have made such survey, land division and plat by the direction of STEIN DEVELOPMENT LLC, owner of said land.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and Chapter 18 of the Village Municipal Code, Land Division and Development Control Ordinance of the Village of Pleasant Prairie in surveying, dividing and mapping the same.

1-8-01
Date

Gerald E. Casey
Registered Land Surveyor S-1329

WISCONSIN GERALD E. CASEY S-1329 Greendale, WI LAND SURVEYOR

Revised this 20th day of February, 2001

OWNER'S CERTIFICATE OF DEDICATION

STEIN DEVELOPMENT LLC as owner of said land does hereby certify that it has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

STEIN DEVELOPMENT LLC does further certify that this plat is required by Wisconsin State Statutes S.236.10 or S.236.12 to be submitted to the following for approval or objection:

1. The Department of Administration
2. The Village of Pleasant Prairie

IN WITNESS WHEREOF, the said STEIN DEVELOPMENT LLC has caused these presents to be signed by Kevin J. Stein, Manager, on this_____ day of_____, 2001.

_____
Kevin J. Stein, Manager
STEIN DEVELOPMENT LLC

STATE OF WISCONSIN)
KENOSHA COUNTY) SS

PERSONALLY came before me this_____ day of_____, 2001, Kevin J. Stein, Manager of Stein Development LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public
State of Wisconsin
My Commission Expires:_____

CONSENT OF CORPORATE MORTGAGEE

M & I MARSHALL AND ILSLEY BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this plat and does hereby consent to the above certification of owner.

IN WITNESS WHEREOF, the said M & I MARSHALL AND ILSLEY BANK, has caused these presents to be signed by Robert J. Wheeler, Assistant Vice President and its corporate seal to be hereunto affixed this_____day of_____, 2001.

_____
Robert J. Wheeler
Assistant Vice President

STATE OF WISCONSIN)
COUNTY) SS

PERSONALLY came before me this_____ day of_____, 2001, Robert J. Wheeler, Assistant Vice President of M & I Marshall and Ilsley Bank, to me known to be the person who executed the foregoing instrument and to me known to be such office of said corporation and acknowledged the same.

_____
Notary Public
State of Wisconsin
My Commission Expires:_____

VILLAGE TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
KENOSHA COUNTY) SS

I, Kathleen M. Goessl, being the duly elected, qualified and acting treasurer of the Village of Pleasant Prairie, do hereby certify that the records in my office show no unpaid taxes or special assessments as of_____, 2001, affecting the land included in the plat of TOBIN WOODS.

_____
Date

_____
Kathleen M. Goessl
Village Treasurer

VILLAGE BOARD CERTIFICATE

RESOLVED that the plat of TOBIN WOODS, in the Village of Pleasant Prairie, STEIN DEVELOPMENT LLC owner/developer of said lands, is hereby approved by the Village of Pleasant Prairie.

_____
Date

APPROVED: _____
John P. Steinbrink
Village President

I hereby certify that the foreign is a copy of Resolution Number_____ adopted by the Village Board of the Village of Pleasant Prairie.

_____
Date

_____
Jane M. Romanowski, CMC
Village Clerk

COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
KENOSHA COUNTY) SS

I, Freida M. Jacobson, being the duly elected, qualified and acting treasurer of Kenosha County, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of_____, 2001, affecting the land included in the plat of TOBIN WOODS.

_____
Date

_____
Freida M. Jacobson
Kenosha County Treasurer

MAIN CURVE DATA

CURVE NO.	RADIUS	ARC	CHORD	I	I\2	CHORD BEARING
1 N	800.00	80.50	80.47	05°45'56"	02°52'58.0"	S 88°02'11.0" E
1 N	800.00	161.18	160.91	11°32'37"	05°46'18.5"	S 71°58'12.5" E
1 CL	767.00	330.93	328.37	24°43'15"	12°21'37.5"	S 78°33'31.5" E
1 CL	767.00	126.79	126.65	09°28'17"	04°44'08.5"	S 86°11'00.5" E
1 CL	767.00	204.14	203.54	15°14'58"	07°37'29.0"	S 73°49'23.0" E
1 S	734.00	316.02	313.59	24°40'07"	12°20'03.5"	S 78°35'05.5" E
2	20.00	30.12	27.35	86°17'39"	43°08'49.5"	N 51°41'57.5" E
3	20.00	30.12	27.35	86°17'39"	43°08'49.5"	N 34°35'41.5" W
4 E	767.00	168.76	168.42	12°36'24"	06°18'12.0"	N 14°51'20.0" E
4 CL	800.00	176.02	175.67	12°36'24"	06°18'12.0"	N 14°51'20.0" E
4 W	833.00	172.39	172.08	11°51'26"	05°55'43.0"	N 14°28'51.0" E
5	60.00	62.79	59.97	59°57'42"	29°58'51.0"	N 09°34'17.0" W
6 E	255.69	32.02	32.00	07°10'28"	03°35'14.0"	N 17°34'18.0" E
6 CL	222.69	110.55	109.42	28°26'33"	14°13'16.5"	N 06°56'15.5" E
7	60.00	38.49	37.83	36°45'07"	18°22'33.5"	N 32°21'37.5" E
8	75.00	353.80	105.80	270°17'19"	135°08'39.5"	N 84°24'28.5" W
9 N	800.00	372.29	368.94	26°39'47"	13°19'53.5"	S 79°31'47.5" E
9 CL	833.00	387.64	384.15	26°39'47"	13°19'53.5"	S 79°31'47.5" E
9 CL	833.00	343.19	340.77	23°36'20"	11°48'10.0"	N 81°03'31.0" W
9 CL	833.00	44.45	44.45	03°03'27"	01°31'43.5"	N 67°43'37.5" W
9 S	866.00	296.79	295.34	19°38'09"	09°49'04.5"	S 83°02'36.5" E
10	20.00	36.21	31.46	103°43'49"	51°51'54.5"	N 54°54'33.5" E
11	20.00	26.44	24.56	75°44'28"	37°52'14.0"	S 28°22'48.0" E
12 CL	211.94	65.47	65.21	17°42'00"	08°51'00.0"	N 11°53'39.0" E
12 W	244.94	27.56	27.54	06°26'47"	03°13'23.5"	N 06°16'02.5" E
13 E	383.00	228.38	225.01	34°09'54"	17°04'57.0"	S 20°07'36.0" W
13 CL	350.00	295.91	287.17	48°26'27"	24°13'13.5"	S 27°15'52.5" W
13 W	317.00	164.11	162.29	29°39'44"	14°49'52.0"	S 17°52'31.0" W
14	60.00	41.62	40.79	39°44'26"	19°52'13.0"	S 17°20'20.0" W
15	60.00	59.24	56.86	56°34'20"	28°17'10.0"	S 60°59'33.0" W
16	75.00	355.80	104.38	271°48'36"	135°54'18.0"	N 46°37'35.0" W

LOT CURVE DATA

LOT NO.	RADIUS	ARC	CHORD	I	I/2	CHORD BEARING
1	833.00	75.33	75.30	05°10'52"	02°35'26.0"	N 11°08'34.0" E
2	833.00	97.06	97.01	06°40'34"	03°20'17.0"	N 17°04'17.0" E
2	60.00	25.99	25.79	24°49'17"	12°24'38.5"	N 07°59'55.5" E
3	60.00	36.80	36.22	35°08'25"	17°34'12.5"	N 21°58'55.5" W
3	75.00	106.06	97.44	81°01'22"	40°30'41.0"	N 00°57'33.0" E
4	75.00	67.99	65.69	51°56'38"	25°58'19.0"	N 67°26'33.0" E
5	75.00	67.99	65.69	51°56'38"	25°58'19.0"	S 60°36'49.0" E
6	75.00	67.99	65.69	51°56'38"	25°58'19.0"	S 08°40'11.0" E
7	75.00	43.77	43.15	33°26'03"	16°43'01.5"	S 34°01'09.5" W
7	767.00	52.07	52.06	03°53'22"	01°56'41.0"	S 19°12'51.0" W
8	767.00	116.69	116.58	08°43'02"	04°21'31.0"	S 12°54'39.0" W
9	800.00	264.63	263.42	18°57'09"	09°28'34.5"	S 75°40'28.5" E
10	866.00	189.18	188.80	12°30'58"	06°15'29.0"	S 79°29'01.0" E
10	383.00	30.02	30.01	04°29'25"	02°14'42.5"	S 05°17'21.5" W
11	383.00	117.61	117.15	17°35'42"	08°47'51.0"	S 16°19'55.0" W
12	383.00	80.75	80.60	12°04'47"	06°02'23.5"	S 31°10'09.5" W
12	75.00	32.79	32.53	25°03'00"	12°31'30.0"	S 09°59'37.0" W
13	75.00	68.00	65.69	51°56'38"	25°58'19.0"	S 48°29'26.0" W
14	75.00	67.99	65.69	51°56'38"	25°58'19.0"	N 79°33'56.0" W
15	75.00	68.00	65.69	51°56'38"	25°58'19.0"	N 27°37'18.0" W
16	75.00	67.99	65.69	51°56'38"	25°58'19.0"	N 24°19'20.0" E
17	75.00	51.03	50.05	38°59'04"	19°29'32.0"	N 69°47'11.0" E
18	734.00	197.96	197.36	15°27'09"	07°43'34.5"	S 73°58'36.5" E
19	734.00	118.06	117.94	09°12'58"	04°36'29.0"	S 86°18'40.0" E
OUTLOT 1	800.00	107.66	107.58	07°42'38"	03°51'19.0"	S 89°00'22.0" E
OUTLOT 2	866.00	107.61	107.54	07°07'11"	03°33'35.5"	S 89°18'05.5" E

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats.

Certified March 6th, 20 01

Department of Administration

TOBIN WOODS

Kenosha County, Wisconsin

DEDICATIONS AND EASEMENTS PROVISIONS

1. The fee interest in the areas shown as Dedicated Public Streets on this Final Plat is hereby dedicated, given, granted and conveyed by the subdivider, Stein Development, LLC (referred to as the "the Developer") to the Village of Pleasant Prairie, its successors and assigns (the "Village") for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, medians, islands, sidewalks, street signs and lights, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street trees and other landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: (1) a temporary nonexclusive easement coextensive with the area of each such Dedicated Public Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such public street improvements and a temporary stormwater detention basin and related temporary improvements pursuant to a Development Agreement between the Developer and the Village dated as of _____ (subject to the rights of the Village to perform the same functions); and (2) a nonexclusive easement hereby reserved by the Developer for the owners of lots shown on this Plat which are adjacent to each such Dedicated Public Street for the planting and maintenance of grass, the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks in the area between the roadway and their lot, if required by the Village, and for the construction, installation, repair, replacement, maintenance and use of such driveways in the area between the roadway and their lot as are approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions); and (3) a nonexclusive easement hereby reserved by the Developer for the Tobin Woods Homeowner's Association, Inc. (hereinafter referred to as the "Homeowner's Association) with respect to the cul-de-sac islands shown on this Final Plat within 24th Court and 25 Court, for purposes of planting, installing, maintaining and replacing landscape elements in such islands in accordance with Village-approved plans, and all related ingress and egress (subject to the rights of the Village to perform the same functions); and (4) a nonexclusive easement hereby reserved by the Developer for the Homeowner's Association for the clearance maintenance, repair and replacement of any sidewalks, if installed, within the non-roadway areas of the Dedicated Public Streets shown on this Plat, in accordance with Village-approved plans and specifications, and all related ingress and egress (subject to the rights of the Village to perform the same functions); and in the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets and the rights of the Developer, or of the Homeowner's Association, or of the owner of any lot, pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting and maintenance of the public and private street improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, sanitary sewer system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communication facilities and street signs, lights and trees and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Development Agreement.

2. Perpetual easements coextensive with the areas shown as Dedicated Utility Easement areas on this Final Plat are hereby dedicated, given, granted and conveyed by the Developer to the Wisconsin Electric Power Company, Wisconsin Bell Inc. (a/k/a Ameritech-Wisconsin) and Time Warner Cable Inc, and their respective successors and assigns (collectively, the "Utility and Communications Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the lots, (or portions thereof) shown on this Final Plat and for any related ingress and egress. These easements shall also include the right to trim or cut down trees, bushes, branches and roots as are reasonably required so as to not interfere with the Utility and Communication Grantees use of these easements. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the easement area shall not be altered by more than four inches of the final grade without the written approval of the Utility and Communicaiton Grantees. Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees, unless a seperate agreement is entered into between the Grantor and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Grantees. No buildings, fences, or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the Utility and Communication Grantees.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street rights-of-way with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements that such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas and public highway areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the easement areas to a vegetatively stabilized condition, the Developer shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of public roadways after the crushed aggregate base course is installed without prior written approval of the Village. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communications company in such public street areas, the Village's rights shall be deemed to be superior.

3. Perpetual nonexclusive easements coextensive with the areas shown as a 10' or 20' Dedicated Storm Water Management, Access and Maintenance Easement on this Final Plat on Lots 6, 7, 9, 10, 11, 12 and 13 are hereby dedicated, given, granted and conveyed by the Developer to the Village for storm water management purposes, public drainageways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These storm water easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; and (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the owner(s) of the lots on which such easements are located as will not interfere with the improvements, uses and purposes of the Village; and (3) such future street, driveway or other uses of the easement. In the event of any conflicts between the rights of the Developer, the rights of the Village pursuant to these easements and the rights of other lot owners or entities with respect to the Dedicated Storm Water Management, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. In the first instance, the Developer shall be responsible for all costs associated with the construction and maintenance of public and private drainageway improvements contained within these nonexclusive easements until such time as the lot is transferred in ownership and such maintenance responsibility is then transferred to the new lot owner(s).

4. Easements coextensive with the areas shown as Dedicated Public Streets on this Final Plat are hereby dedicated, given, granted and conveyed by the Village to the Developer for highway pavement and curb and gutter improvements, water, storm sewer and drainage system improvements, and uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities until such improvements are inspected by, dedicated to and accepted by the Village. These easements shall be exclusive, except for such coextensive easements granted herein and for such use, planting, care and maintenance of the easement area by the lot owner(s) shown on this Final Plat or other future roadway, street, driveway or other such use as approved by the Village, as will not interfere with the uses and purposes of the Village, and is permitted by applicable Village Ordinances.

5. The fee interests in the areas shown as Outlots 1 and 2 are hereby dedicated, given, granted, and conveyed by the Developer to the Homeowner's Association. Such fee interests shall be subject to (1) restrictive covenants imposed on this Final Plat on such areas; (2) an easement dedicated to the Village for stormwater drainage and detention basin improvements, uses and purposes and/or wetland and woodland conservancy area protection and maintenance purposes and uses, and or access and maintenance purposes and/or planting and landscape purposes; (3) temporary easements coextensive with the areas shown on the Final Plat as Outlots 1 and 2 are hereby retained by the Developer for the purposes of wetland and woodland protection and preservation activities, parkland uses and purposes, removal of dead or dying plant life, landscaping, reforestation, maintenance and ingress and egress; (4) temporary easements co-extensive with the wetland areas located within Outlots 1 and 2 shown on the Final Plat are hereby retained by the Developer for the purposes of protecting and maintaining the wetland conservancy areas; and (5) easements co-extensive with the areas shown on the Final Plat within Outlots 1 and 2 designated as Dedicated Signage, Landscaping, Access and Maintenance Easement which are hereby retained by the Developer for the purposes of signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. None of the easements referred to herein shall relieve the Homeowner's Association from its obligations with respect to Outlots 1 and 2 pursuant to restrictive covenants imposed by this Plat.

6. Perpetual non-exclusive easements coextensive with the areas shown as Outlots 1 and 2 on this Final Plat as a Dedicated Woodland Conservancy, Access, Maintenance and Parkland Easement are hereby dedicated, given, granted, and conveyed by the Developer to the Village for woodland protection and preservation activities, parkland uses and related purposes; removal of dead plant life; landscaping; maintenance and ingress and egress. The Villages easements with respect to Outlots 1 and 2 as shown on this Final Plat shall also allow for the construction and maintenance of public walkway trails. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

7. Perpetual non-exclusive easements coextensive with each area shown on this Final Plat as a Restricted Wetland Conservancy Area Easement is hereby dedicated, given, granted and conveyed by the Developer to the Village for wetland conservancy protection and maintenance purposes and uses and for related ingress and egress. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

8. Perpetual easements coextensive with each area shown on this Final Plat on Lots 1 and 19 as a Dedicated Landscaping, Signage, Access and Maintenance Easement are hereby dedicated, given, granted and conveyed by the Developer to the Village for the purposes of signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. These Landscaping, Signage, Access and Maintenance Easements shall be exclusive except for the same easements on Lots 1 and 19 hereby retained by the Developer for the purposes of signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

9. A temporary non-exclusive easement coextensive with the area identified as a Temporary Stormwater Drainage, Detention Basin, Access and Maintenance Easement located in the Dedicated 119th Street right-of-way on the Final Plat for the Subdivision and as shown on the Village-approved Construction Plans for the Subdivision is hereby dedicated, given, granted and conveyed by the Village to the Developer, owners of Lots 1 thru 19 and collectively the Homeowner's Association for a temporary detention basin and for public and private drainage system improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, planting and maintenance activities to serve the Subdivision as referenced in Paragraph 1. Said detention basin shall be considered temporary and shall be relocated to its permanent location by the Developer pursuant to the terms set forth in the Development Agreement. Unless the Village exercises the rights granted to it pursuant to the temporary easement document entered into between the Developer and the Village with respect to this temporary easement, the Village shall have no obligation to do anything related to its rights under this easement. The Developer shall be responsible for all costs associated with the construction, maintenance and relocation of the temporary detention basin and drainageway improvements contained within this nonexclusive easement until such time as the permanent stormwater, detention basin and stormwater improvements which are intended to serve the Tobin Woods Subdivision are approved by the Village, constructed and completed by the Developer, inspected by the Village and the temporary easement is released by the Village. Such Developer maintenance responsibilities pursuant to the temporary, and any permanent detention basin shall include, without limitation and as needed, hydroseeding or sodding; installing erosion control methods; ditching or grading to reestablish design capacity; removing of trash, debris, leaves and brush; clearing and repairing stormwater pipes and structures; mowing; and weeding to prevent nuisance conditions.

10. The Developer hereby dedicates, gives, grants, and conveys to the Homeowner's Association the following easements:

1. Perpetual non-exclusive easements coextensive with the areas shown as Dedicated Storm Water Drainage, Access and Maintenance Easements on Lots 6, 7, 9, 10, 11, 12 and 13, on this Final Plat are hereby dedicated, given, granted and conveyed by the Developer to the Tobin Woods Homeowner's Association, Inc. (The "Homeowner's Association") for purposes of maintaining the drainageways thereon and for all related and incidental ingress and egress, construction, installation, alteration, replacement, repair, planting and maintenance activities. These maintenance easements shall be exclusive, except for the corresponding easement rights of the Village described above, in paragraph 3; and such use, plantings, care and maintenance of the storm water drainage, access and maintenance easement responsibilities by the owners of the affected lots shown on this Final Plat and as is permitted by applicable restrictive covenants and Village ordinances. In the event of any conflict between the Homeowner's Association's rights under the maintenance easements granted by this paragraph and the rights of the Village under the drainage and maintenance easements described above in paragraph 3, the Village's rights shall be deemed superior.
2. A perpetual nonexclusive easement (reserved in paragraph 1 of these dedications), co-extensive with the area shown as a cul-de-sac island in 24th Court and 25th Court for the purposes of planting, installing, maintaining and replacing landscaping elements in such areas, in accordance with Village approved plans, and all related ingress and egress. In the event of any conflict between the rights of the Homeowner's Association pursuant to these easements and the rights of the Village, the rights of the Village shall be deemed to be superior.
3. A perpetual nonexclusive easement, coextensive with each area shown on this plat as a Dedicated Signage, Landscaping, Access and Maintenance Easement located on Lots 1 and 19 for the purposes of signage installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. In the event of a conflict between the rights of the Homeowner's Association pursuant to these easements and the rights of the Village or of the Utility and Communications Grantees in such areas, the rights of the Village or of the Utility and Communications Grantees shall be deemed superior.

WISCONSIN
GERALD E. CASPER
S-1329
Greendale, WI
LAND SURVEYOR

1-8-01

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2). Wis. Stats.

Certified March 6th, 20 01

Department of Administration

TOBIN WOODS

Kenosha County, Wisconsin

RESTRICTIVE COVENANTS

1. Stein Development LLC (referred to as the "Developer") hereby covenants that the Owner(s) of Lots 6, 7, 9, 10, 11, 12 and 13 shown on this Final Plat shall have the obligation of maintaining the stormwater drainage, maintenance and access easement areas located on their respective lots within the Final Plat in a functional, neat and nuisance free condition to handle stormwater in the Subdivision. Such maintenance shall include, without limitation and as needed, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to re-establish design capacity; removing of trash, debris, leaves and brush; clearing and repairing catch basin structures; mowing; and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the stormwater drainage easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose approved by the Village. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the lots, in their capacity as owners of any such lots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said properties to the lot owners who then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such drainage maintenance activities, the owners of the Lots 6, 7, 9, 10, 11, 12 and 13, respectively, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.60 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Final Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

2. The Developer hereby covenants that the owner's of Lots 12 through 17 shown on this Final Plat shall have the obligation of maintaining the cul-de-sac island located within the 24th Court and the owner(s) of Lots 3 through 7 shown on this Final Plat shall have the obligation of maintaining the cul-de-sac island located within 25th Court in a clean, mowed, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, seeding; mowing; weeding; planting; watering; and removing of trash, debris, leaves and brush in order to prevent a nuisance condition. No driveways, signage, parking areas, structures or fences shall be erected within the cul-de-sac islands which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose approved by the Village. This covenant shall run with the land, shall be binding upon the owners, its successors, assigns and successors in title of the lots, in their capacity as owners of any such lots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to the maintenance activities in the cul-de-sac upon the transfer of said properties to the lot owners who then shall perform such maintenance to the satisfaction of the Village or if such responsibility is transferred to the Homeowner's Association, who then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such drainage maintenance activities, the owners of the Lots 3 through 7 and 12 through 17, respectively, shall be liable for any costs which may be incurred by the Village, which the Village any recover from such owners as special assessments or special charges under Section 66.60 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Final Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

3. The Developer hereby covenants that the areas shown on this Final Plat as Outlots 1 and 2 shall be protected and preserved and maintained as a Dedicated Woodland, Conservancy, Access, Maintenance and Parkland Area and that no filling in or dredging of the land or clear cutting of the trees or other activity or condition detrimental to its function as a wooded wildlife habitat shall occur or exist within such area or any surrounding wooded land area shown on this Plat without the written approval of the Village, its successors and assigns. The removal of dying or decayed material shall be permitted. This covenant shall run with the land, shall be binding on the Developer, its successors-in-title in their capacity as owner(s) of either of the outlots shown on this Plat or either portion thereof, and shall be enforceable by the Village and the Tobin Woods Homeowner's Association, Inc. with respect to the Woodland, Conservancy, Access, Maintenance and Parkland Areas (Outlots 1 and 2). The Developer, its successors, assigns and successors in title shall be relieved of any protection or maintenance obligations they may have as owners of Outlots 1 and 2 or portions thereof under this covenant as a result of the activities of the Homeowner's Association pursuant to fee interest transfers dedicated by this Plat only to the extent that the Homeowner's Association perform the required protection and maintenance functions to the satisfaction of the Village.

4. The Developer hereby covenants that each area shown on this Plat as a "Restricted Wetland Conservancy Area" shall be protected and maintained as a wetland area and that no filling, dredging or other activity or condition detrimental to its function as a wetland area shall occur or exist within such area or on any surrounding land shown on this Plat without written approval of the Village, its successors and assigns. This covenant shall run with the land, shall be binding on the Developer, its successors, assigns and successors-in-title in their capacity as owner(s) of any of the Outlots shown on this Plat or any portion thereof and shall benefit and be enforceable by the Village and by the Homeowner's Association with respect to the Restricted Wetland Conservancy Area located within the Outlots 1 and 2 and Lots 13 and 14 on this Plat. The Developer, its successors-in-title shall be relieved of any protection or maintenance obligations they may have as owners of such outlots or portions thereof under this covenant as a result of the activities of the Homeowner's Association pursuant to easements dedicated on this Plat, only to the extent that the Homeowner's Association performs the required protection and maintenance functions to the satisfaction of the Village.

RESERVATIONS

1. The Stein Development, LLC (referred to as the "Developer") hereby covenants and restricts that the area identified on Lot 9 on this Final Plat shall be reserved for the purposes of a Temporary Stormwater Drainage, Detention Basin, Maintenance and Access Easement in order to handle the stormwater in the subdivision. Such reservation shall remain in effect on Lot 9 until and unless the temporary stormwater detention facility and related appurtenances constructed in the 119th Street right-of-way are relocated, inspected, dedicated and accepted by the Village at its off-site permanent stormwater management basin location. The reservation area on Lot 9 shall serve as the permanent detention basin site to serve the stormwater management needs of the Tobin Woods Subdivision if the temporary basin in 119th Street is not relocated off-site at the Developer's expense to a mutually agreeable and beneficial location within five (5) years of the execution of the Development Agreement entered into between Stein Development LLC and the Village. Upon the relocation, inspection, dedication and acceptance of the permanent detention basin in its permanent location, the Village will release the reservation on Lot 9 and shall require the Developer to complete the 119th Street public improvements (grading, sanitary sewer, water, storm sewer, roadway paving, curb and gutter, and restoration) under a typical three (3) year time frame as outlined in and accordance with the requirements set forth in the Villages Land Division and Development Control Ordinance.

2. The Developer hereby covenants that the owner(s) of Lots 1 through 19 shown on this Final Plat shall have the obligation of maintaining the Temporary Stormwater Drainage.Detention Basin, Maintenance and Access Easement areas located in 119th Street and Outlot 2 within the Final Plat in a functional, neat and nuisance free condition to handle stormwater in the Subdivision. Such maintenance shall include, without limitation and as needed, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to re-establish design capacity, removing of trash, debris, leaves and brush; clearing and repairing catch basin structures; mowing and weeding to prevent nuisance conditions. No driveways, fences or structures shall be erected within the Stormwater Drainage and Detention Basin Easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose approved by the Village. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title of the lots, in their capacity as owners of any such lots, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said responsibilities to the lot owners who then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such drainage maintenance activities, the owners of the Lots 1 through 19, respectively, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.60 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Final Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

WISCONSIN
GERALD E. CASEY
S-1329
Greendale, WI
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There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats.

Certified March 6th, 20 01

Department of Administration