4633915

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

November 18, 2021 11:55 AM
James R Behrend
Register of Deeds

18 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF VISTA RUN COMMUNITY

Name and Return Address:

Vista Run, LLC
c/o Neumann Developments
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072

Tax Key No(s):

SUXV 0227999009

This Master Declaration of Covenants, Conditions and Restrictions of The Vista Run Master Association ("Declaration") is made and entered into by Vista Run, LLC.

RECITALS

A. Declarant owns certain real property, described on the attached Exhibit A and generally depicted on the site plan attached as Exhibit B ("Property"), upon which Declarant intends to construct or allow to be constructed or developed swimming pools, pool houses, parking areas, landscaping, signage and related amenities, a single family community eventually consisting of approximately two hundred and six (206) lots, a two storied townhome condominium project eventually consisting of thirty (30) residential units, and a single storied condominium project eventually consisting of fifty-eight (58) units and other related improvements, which shall include certain private drives, storm drainage facilities and other private utilities (collectively referred to as the "Development"). Outlot 6 as created by the Vista Run Plat is excluded from these Covenants.

B. By this Declaration. Declarant intends to subject such property, the buildings, and other improvements, whether presently or hereafter platted or constructed, to certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of such property, buildings, other improvements and all components thereof.

C. In the event of a discrepancy between this document and the declarations that govern the three communities and projects included herein, this Master Declaration shall control.

DECLARATION

NOW, THEREFORE. Declarant, as fee owner of such property, by this Declaration (1) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such real property; and (2) specifies that the provisions of this Declaration shall constitute covenants

running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such real property.

ARTICLE 1 – DEFINITIONS

1.1 Board. "Board" or "Board of Directors" shall be the governing body of the Master Association, elected according to the bylaws.

1.2 Building. "Building" shall be any freestanding structure on the property.

1.3 Bylaws. "Bylaws" shall mean the Bylaws of the Master Association as adopted by the Board.

1.4 Common Areas. "Common Areas" shall consist of: (i) Outlot 4 which contains a swimming pool, pool house, parking lot, and other recreational amenities; (ii) landscaping measuring a distance of 30 feet from the end of the shoulder from Silver Spring Drive; and (iii) Landscaping and signage at the entrance to the Development. It is further contemplated that other "Common Areas" will be added in future phases of the development.

1.5 Condominium. "Condominium" shall mean one of the two portions of the Property subjected to a condominium declaration under the Wisconsin Condominium Ownership Act. Declarant intends to create two separate Condominiums to be known as The Towns at Vista Run Condominium ("Towns"), and The Reserve at Vista Run Condominium ("Reserve"), Each Condominium shall be governed by a "Condominium Association" being an association of unit owners organized pursuant to the Wisconsin Condominium Ownership Act.

1.6 Condominium Association. "Condominium Association" shall mean one of the nonprofit associations incorporated to govern a Condominium in the Vista Run Community. The Condominium Associations administering the various Condominiums are legally titled and shall be known in this Declaration as follows: "The Towns Association" being the Towns at Vista Run Condominium Association, Inc., and "The Reserve Association", being The Reserve at Vista Run Condominium Association, Inc.

1.7 CSM. "CSM" is a certified survey map as recorded in the Register's Office (as defined below) and comprising a portion of the Property. Initially, the Property is the subject of CSM Nos. 12082 lot 4 and will eventually encompass lot 2.

1.8 Declarant. "Declarant" shall mean Vista Run, LLC and the successors and assigns of Declarant pursuant to assignment in accordance with the Declaration.

1.9 Declaration. "Declaration" shall mean this Declaration as the same may be amended from time to time.

1.10 Director. "Director" shall mean a member of the Board.

1.11 Homeowners Association. "Homeowners Association" shall mean The Vista Run Single Family Homeowners Association, Inc.

1.12 Lot. "Lot" is a home site upon which a single-family home is or can be built.

1.13 Master Association. "Master Association" shall mean The Vista Run Master Association, Inc.

1.14 Master Association Insurance. "Master Association Insurance" shall mean all policies of insurance as may be maintained by the Master Association under this Declaration.

1.15 Members. "Members" shall mean the three entities that comprise the Master Association to include the Vista Run Single Family Homeowners Association, Inc., the Towns at Vista Run Condominium Association, Inc. and the Reserve at Vista Run Condominium Association, Inc.

1.16 Mortgage. "Mortgage" shall mean a recorded first lien mortgage against a Lot or Unit or the vendor's interest under a recorded first lien land contract relating to a Lot or Unit.

1.17 Mortgagee. "Mortgagee" shall mean the holder of a Mortgage.

1.18 Occupant. "Occupant" shall mean the Owner and any other person residing in a Unit or in a home constructed on a Lot.

1.19 Owner. "Owner" shall mean each fee simple owner of a Lot or Unit in the development, but if the Lot or Unit is the subject of a recorded land contract, then the Owner is the vendee under such land contract. Declarant is an Owner with respect to property to which it holds title.

1.20 Property. "Property" shall mean the real estate subject to this Declaration, as described and depicted on Exhibits A and B.

1.21 Recreation Area. "Recreation Area" is that certain area identified as Outlot #4 on Exhibit B and as shall be the subject of certain improvements that may include a swimming pool, pool house, playground and associated parking areas for the common use and enjoyment and subject to the common support through assessments levied under this Declaration of each Owner of a Lot or Unit.

1.22 Recreation Trail. "Recreation Trail" is that trail intended for pedestrian use only and located as depicted on Exhibit B.

1.23 Register's Office. "Register's Office" shall mean the office of the Register of Deeds for Waukesha County, Wisconsin.

1.24 Rules. The "Rules" shall mean such rules, if any, as established by the Master Association governing the administration of the Common Areas.

1.25 Single Family. "Single Family" shall mean the Vista Run Single Family Development.

1.26 Storm Drainage Facilities. "Storm Drainage Facilities" shall mean storm detention ponds, catch basins, storm pipe, swales, and other storm facilities.

1.27 Unit. "Unit" is a unit in a Condominium.

ARTICLE 2. MASTER ASSOCIATION OF OWNERS

2.1 Administration. Prior to occupancy within the Development, Declarant shall establish the Master Association, which shall be incorporated and shall adopt Bylaws for its governance and administration of the Common Areas. The Board may, but need not, from time to time adopt and amend Rules which, upon adoption, shall be binding on Owners and Occupants. The Board shall administer and enforce the Common Areas, this Declaration, the Bylaws, the Rules. and all other uses of and restrictions on the Property. Pending establishment of the Master Association, all powers of the Master Association shall be exercised by Declarant.

2.2 Membership and Voting. Each Condominium Association and Homeowners Association shall be a member of the Master Association and shall designate one of its Unit Owners to serve as its "Member Representative." The Member Representative shall represent their respective Association at Master Association meetings of the Members. In the Master Association, each of the three Members shall be entitled to one vote.

2.3 Control of the Master Association. Notwithstanding anything in Section 2.2 or elsewhere in the Declaration or in the Bylaws, Declarant shall have the right to appoint and remove Member Representatives and Directors of the Master Association and to exercise any and all powers and responsibilities assigned to the Master Association, the Board, or its, officers, by the Articles, By Laws, this Declaration or the Wisconsin Nonstock Corporation Law (Wisconsin Statutes Chapter 181 as amended from time to time), until the earliest of: (1) fifteen (15) years from the date that the first Lot or Unit is conveyed to any person other than the Declarant; or (2) thirty (30) days after the conveyance by Declarant to purchasers of all of the Lots or Units; or (3) Declarant's election to waive its rights to control.

2.4 Management. The Master Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause upon ninety (90) days' notice without payment of any penalty.

ARTICLE 3. ASSESSMENTS

3.1 Budget and Assessments. The Master Association shall annually adopt a budget of common expenses and levy assessments on each Member. Each Member shall be responsible for a proportionate share of such expenses, which share is the percentage equivalent of a fraction where the numerator is the number of Lots or Units in the particular Member Association and the denominator is one hundred and thirty (130) being the total number of Lots and Units in the first phase of the Development. As future phases are added to the Development, the proportionate share shall be adjusted based on the number of lots or units added. The Master Association may also levy (x) special assessments on each Member for any purpose for which a general assessment may be levied and (y) fines on any Member for the purpose of collecting any amounts due the Master Association or enforcing compliance of such Member with any provision of this Declaration, the Bylaws or any Rules.

3.2 Installments; Late Payments. General assessments shall be levied on an annual basis but shall be due and payable as determined by the Board from time to time. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.

3.3 Enforcement' Liens. If a Member defaults in any payment. the Master Association shall take appropriate measures as permitted by law. The defaulting Member shall be responsible for all costs incurred by the Master Association in seeking to enforce payment including the Master Association's reasonable attorneys' fees. Members shall be both personally liable for assessments or fines and a lien shall be imposed against all Lots or Units in the defaulting Member's Community for unpaid assessments. The lien shall be effective as of the recording date of a notice thereof in the Register's Office in the same manner as a condominium lien would be imposed. The lien shall be enforced generally in the way condominium liens are enforced. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Master Association incident to the collection of assessments or enforcement of liens.

3.4 Payment of Assessments by Declarant. During the period of Declarant control, Declarant may, but shall not be obligated to, directly pay bills, or provide services, which would otherwise represent Master Association obligations to which regular assessments would be applied. Declarant shall be entitled to offset expenses incurred by Declarant in performing or paying for such Master Association obligations against assessments due on Declarant owned property, then Declarant shall be entitled to reimbursement from the Master Association.

3.5 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

ARTICLE 4. MAINTENANCE AND ALTERATIONS

4.1 Owner Responsibility. Each owner shall reimburse the Master Association for the cost of the Master Association's repair or replacement of any portion of the Common Areas damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees, or tenants.

4.2 Master Association Responsibility. The Master Association shall maintain in good condition and repair, replace and operate all of the Common Areas.

4.3 Municipal Responsibility. The Municipality shall have no responsibility for maintenance or alteration under this Article 4. In the event the Master Association does not properly landscape or maintain any Common Area, or properly maintain any signage, the Municipality may send written notice to the Master Association indicating that the Municipality has determined that the Common Areas and/or signage are not being properly landscaped and/or maintained, and further indicating that the Municipality will perform such landscaping and/or maintenance if not properly done by the Master Association. The above-referenced notice shall give the Master Association a minimum of seven (7) days to correct the problem. If the Common Area and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Municipality shall have the authority to landscape and/or maintain any such Common Area and/or sign referred to in said notice and shall have the right to charge the Owners on a pro rata basis for any costs incurred by the Municipality as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any Owner within the period fixed by the Municipality, charges shall become a lien upon the Owner's Lot or Unit as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Owner's Lot or Unit as provided in Section 66.0627, Wis. Stats.

ARTICLE 5. INSURANCE

5.1 Master Association Insurance. The Master Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas (including areas which are included in such definition by virtue of easements granted herein) and such other policies and/or coverage as the Board deems necessary or advisable. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than $500,000 per occurrence upon the filing of this Declaration. The limit shall be increased annually based on the Consumer Price Index.

5.2 Cost. Premiums for insurance obtained by the Master Association shall be a common expense, except that any increase in the rating or premium charged for any such insurance caused by the character or use of a Lot or Unit shall be allocated solely to its Owner.

5.3 Waiver. The Master Association and, by acceptance of a conveyance to a Lot or Unit, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents, or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precluded the Master Association from obtaining any policy of insurance at a reasonable and customary rate.

ARTICLE 6. AMENDMENT OF DECLARATION

6.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of at least seventy-five percent (75%) or more of the total votes of the Master Association then entitled to vote, provided however, that any amendments to the Declarations where the Municipality is involved may require the approval by the Municipality. No amendment shall adversely affect a special right or easement reserved to Declarant, without the express written consent of Declarant.

6.2 Procedures. Amendments shall be prepared and executed by the president of the Master Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one year after the amendment is recorded.

6.3 Termination. This Declaration shall be perpetual and run with the lands described on Exhibit A.

ARTICLE 7. REMEDIES FOR VIOLATION BY OWNER

7.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief, subject to any other remedy provided by the Bylaws, or all the above, as a result of such noncompliance. The Master Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

7.2 Owner or Occupant Violation; Master Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Master Association, the Master Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration, or other action as the Master Association deems necessary or appropriate. Expenses incurred therefor by the Master Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and /or foreclosure as reserved at Article 3 of this Declaration. Once the Master Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar, or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 8. EASEMENTS

8.1 Right of Entry. A right of entry to each Condominium, Lot and Common Area or Outlot within, or adjacent to, any Condominium is reserved to the Master Association to service utility installations located on, in or under such property provided request for entry is made in advance and such entry is limited in scope to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Master Association onto any such property may be made immediately, whether the Owner or Occupant of such property is or is not present and without liability of the Master Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss causes because of such emergency

entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgement of those authorizing the entry, such entry was for emergency purposes.

8.2 Common Area Easements. The Master Association may grant easements over and through the Common Areas for such purposes the Master Association deems reasonable for the benefit of the Owners, provided the granted easement does not affect rights granted to the Village.

8.3 Drainage. An easement is reserved to Declarant and the Master Association over portions of the Property not intended for Unit construction for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements and vehicular and pedestrian success over such easement areas for maintenance or replacement.

8.4 Village Rights Regarding Easements. In the event the Master Association or Declarant does not exercise their right of entry in order to undertake repairs where necessary for the public health, safety and welfare, the Village of Sussex has the right, but not the obligation, to substitute itself for the Master Association or Declarant.

ARTICLE 9. DECLARANT'S RESERVED RIGHT; TERMINATION

9.1 DECLARANT'S RESERVED RIGHT. Notwithstanding anything in this Declaration to the contrary, Declarant reserves the right to develop individual portions of the Property for the purposes other than the three Developments contemplated herein. Such right shall be exercisable by Declarant at any time during which Declarant owns all portions of the Property as to be subject to such alternative development, provided approval is granted by the Village of Sussex. Upon Declarant's exercise of such right, Declarant, acting alone, shall have the right and authority to amend this Declaration respecting the easements herein reserved and the allocation of assessments for Common Areas maintenance as contained in Article 3 in an equitable manner.

ARTICLE 10. CONSTRUCTION AND EFFECT

10.1 Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

10.2 Captions. The captions and article and section headings in this Declarations are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

10.3 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

10.4 Remedies. All remedies herein are cumulative.

10.5 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be expressed in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

10.6 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded at the Register's Office. Upon any assignment of all rights reserved hereunder to Declarant to a transferee, the transferor under such assignment shall be relieved of any and all further liability under this Declaration.

DECLARANT:

VISTA RUN, LLC

By: _____

Name/Title: Steve DeCleene, Its President

ACKNOWLEDGEMENT

State of WISCONSIN)

) SS.

County of WAUKESHA)

Personally came before me on this 16th day of November, 2021, the above-named Steve DeCleene, as the President of Vista Run, LLC, to me known to be the person executed the foregoing instrument in such capacity and acknowledged the same.

_____

Name: Ryan Fritsch

My Commission Expires: 3/4/2025

RYAN FRITSCH NOTARY PUBLIC STATE OF WISCONSIN

Drafted By: Eric Obarski

EXHIBIT A

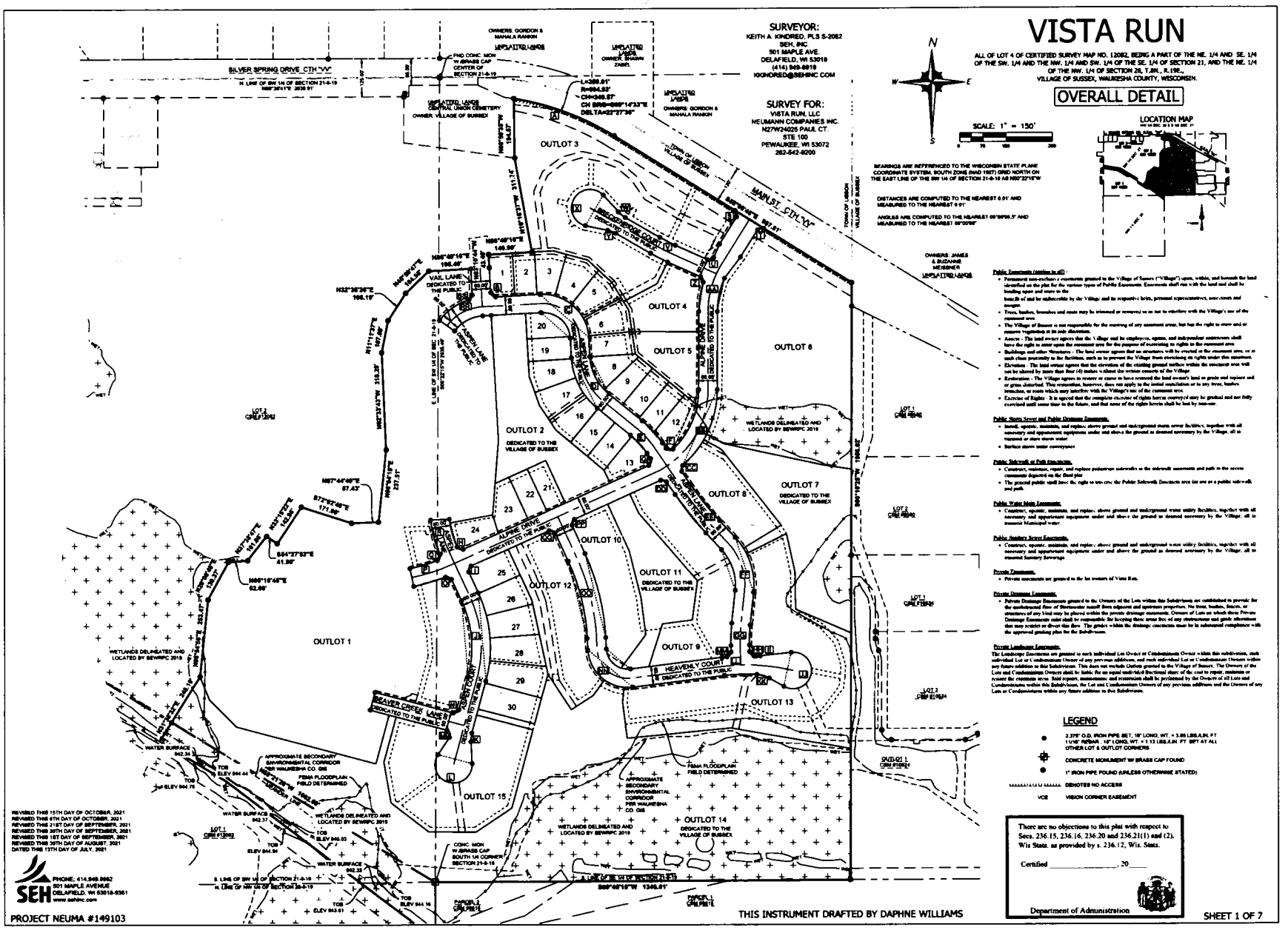
All of Lot 4 except outlot 6 of Certified Survey Map No. 12082, being part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 21, and the Northeast 1/4 of the Northwest 1/4 of Section 28, T8N, R19E, Village of Sussex, Waukesha County, Wisconsin more particularly described as follows:

All of Lot 4 of Certified Survey Map No. 12082. Except Outlot 6 as created by the Vista Run Subdivision Plat
Said lands contain 3,547,041 Sq. Ft. or 81.42 Acres to the meander line, 3,656,640 Sq.Ft. or 83.94 Acres more or less to the centerline of the creek.

EXHIBIT B

Final Plat for Vista Run

Please note the attached plat may not be sufficiently legible due to size.
(For reference purposes only)



VISTA RUN

ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 12092, BEING A PART OF THE NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 AND THE NW. 1/4 AND SW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

OVERALL DETAIL

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8819
IGNORED@SEHINC.COM

SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT.
STE 100
PEWAUKEE, WI 53072
262-542-6200

SCALE: 1" = 150'

LOCATION MAP

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE EAST LINE OF THE SW 1/4 OF SECTION 21-8-19 AS N00°22'15"W

DISTANCES ARE COMPUTED TO THE NEAREST 0.01' AND MEASURED TO THE NEAREST 0.01'

ANGLES ARE COMPUTED TO THE NEAREST 00°00'00.5" AND MEASURED TO THE NEAREST 00°00'00"

Public Easements (applies to all) -

- Permanent non-exclusive easements granted to the Village of Sussex ("Village") upon, within, and beneath the land identified on the plat for the various types of Public Easements. Easements shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by the Village, and its respective heirs, personal representatives, successors and assigns.
- Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with the Village's use of the easement area.
- The Village of Sussex is not responsible for the restoring of any easement areas, but has the right to mow and or maintain vegetation at its sole discretion.
- Access - The land owner agrees that the Village and its employees, agents, and independent contractors shall have the right to enter upon the easement area for the purpose of exercising its rights in the easement area.
- Buildings and other Structures - The land owner agrees that no structures will be erected on the easement area, or at such close proximity to the facilities, such as to prevent the Village from exercising its rights under this easement.
- Elevation - The land owner agrees that the elevation of the existing ground surface within the easement area will not be altered by more than four (4) inches without the written consent of the Village.
- Restoration - The Village agrees to restore or cause to have restored the land owner's land to grade and replace sod or grass disturbed. This restoration, however, does not apply to the initial installation or to any trees, bushes, shrubbery, or roots which may interfere with the Village's use of the easement area.
- Exercise of Rights - It is agreed that the complete exercise of rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein shall be lost by non-user.

Public Storm Sewer and Public Drainage Easements.

- Install, operate, maintain, and replace above ground and underground storm sewer facilities, together with all necessary and appurtenant equipment under and above the ground as deemed necessary by the Village, all to transmit or store storm water
- Surface storm water conveyance

Public Sidewalk or Path Easements.

- Construct, maintain, repair, and replace pedestrian sidewalks in the sidewalk easements and path in the access easements depicted on the final plat
- The general public shall have the right to use over the Public Sidewalk Easement area for use as a public sidewalk and path

Public Water Main Easements.

- Construct, operate, maintain, and replace, above ground and underground water utility facilities, together with all necessary and appurtenant equipment under and above the ground as deemed necessary by the Village, all to transmit Municipal water.

Public Sanitary Sewer Easements.

- Construct, operate, maintain, and replace, above ground and underground sewer utility facilities, together with all necessary and appurtenant equipment under and above the ground as deemed necessary by the Village, all to transmit Sanitary Sewerage

Private Easements.

- Private easements are granted to the lot owners of Vista Run.

Private Drainage Easements.

- Private Drainage Easements granted to the Owners of the Lots within this Subdivision are established to provide for the unobstructed flow of Stormwater runoff from adjacent and upstream properties. No trees, bushes, fences, or structures of any kind may be placed within the private drainage easements. Owners of Lots on which these Private Drainage Easements exist shall be responsible for keeping these areas free of any obstructions and grade alterations that may restrict or divert this flow. The grades within the drainage easements must be in substantial compliance with the approved grading plan for the Subdivision.

Private Landscape Easements.

The Landscape Easements are granted to each individual Lot Owner or Condominium Owner within this subdivision, each individual Lot or Condominium Owner of any previous additions, and each individual Lot or Condominium Owners within any future additions to this Subdivision. This does not include Outlots granted to the Village of Sussex. The Owners of the Lots and Condominiums within shall be liable for an equal undivided fractional share of the cost to repair, maintain or restore the easement areas. Said repair, maintenance and restoration shall be performed by the Owners of all Lots and Condominiums within this Subdivision, the Lot and Condominium Owners of any previous additions and the Owners of any Lots or Condominiums within any future addition to this Subdivision.

LEGEND

- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.66 LBS./LIN. FT
- 1 1/16" REBAR, 18" LONG, WT. = 1.13 LBS./LIN. FT SET AT ALL OTHER LOT & OUTLOT CORNERS
- CONCRETE MONUMENT W/ BRASS CAP FOUND
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- DENOTES NO ACCESS
- VCE VISION CORNER EASEMENT

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. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

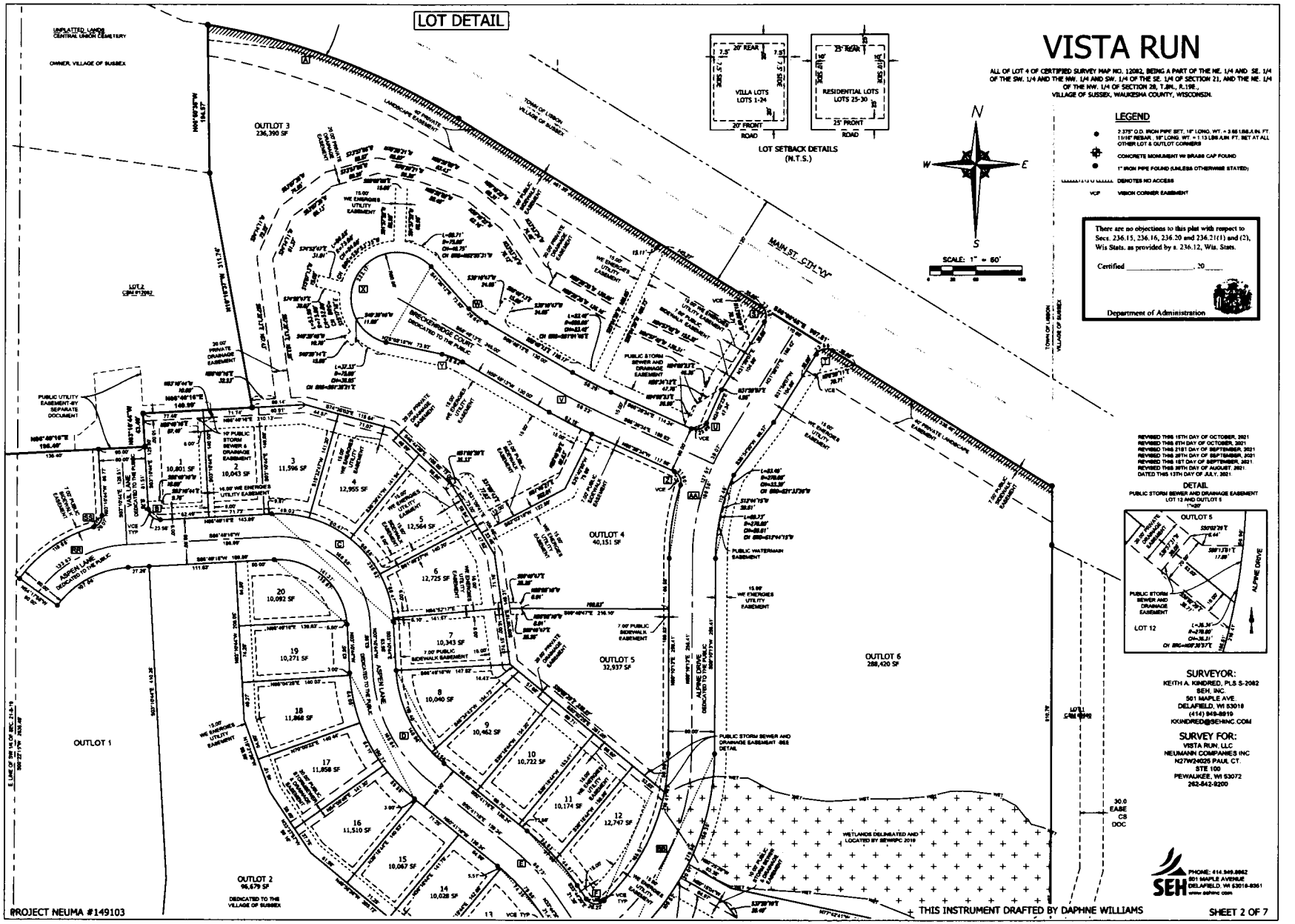
Department of Administration

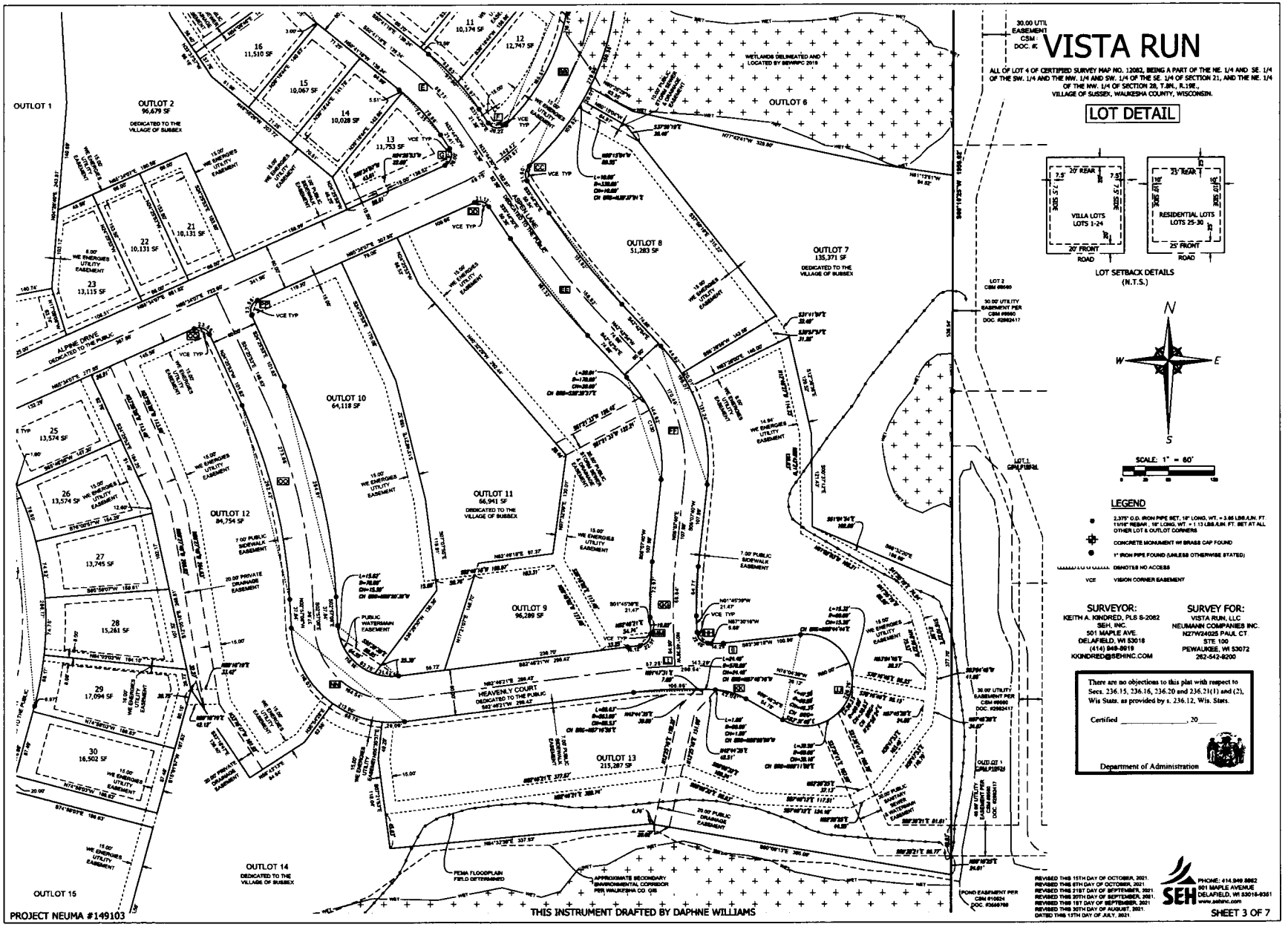
REVISED THIS 15TH DAY OF OCTOBER, 2021
REVISED THIS 6TH DAY OF OCTOBER, 2021
REVISED THIS 21ST DAY OF SEPTEMBER, 2021
REVISED THIS 20TH DAY OF SEPTEMBER, 2021
REVISED THIS 1ST DAY OF SEPTEMBER, 2021
REVISED THIS 30TH DAY OF AUGUST, 2021
DATED THIS 13TH DAY OF JULY, 2021

SEH
PHONE: 414.949.8862
501 MAPLE AVENUE
DELAFIELD, WI 53018-8361
www.sehinc.com

PROJECT NEUMA #149103

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

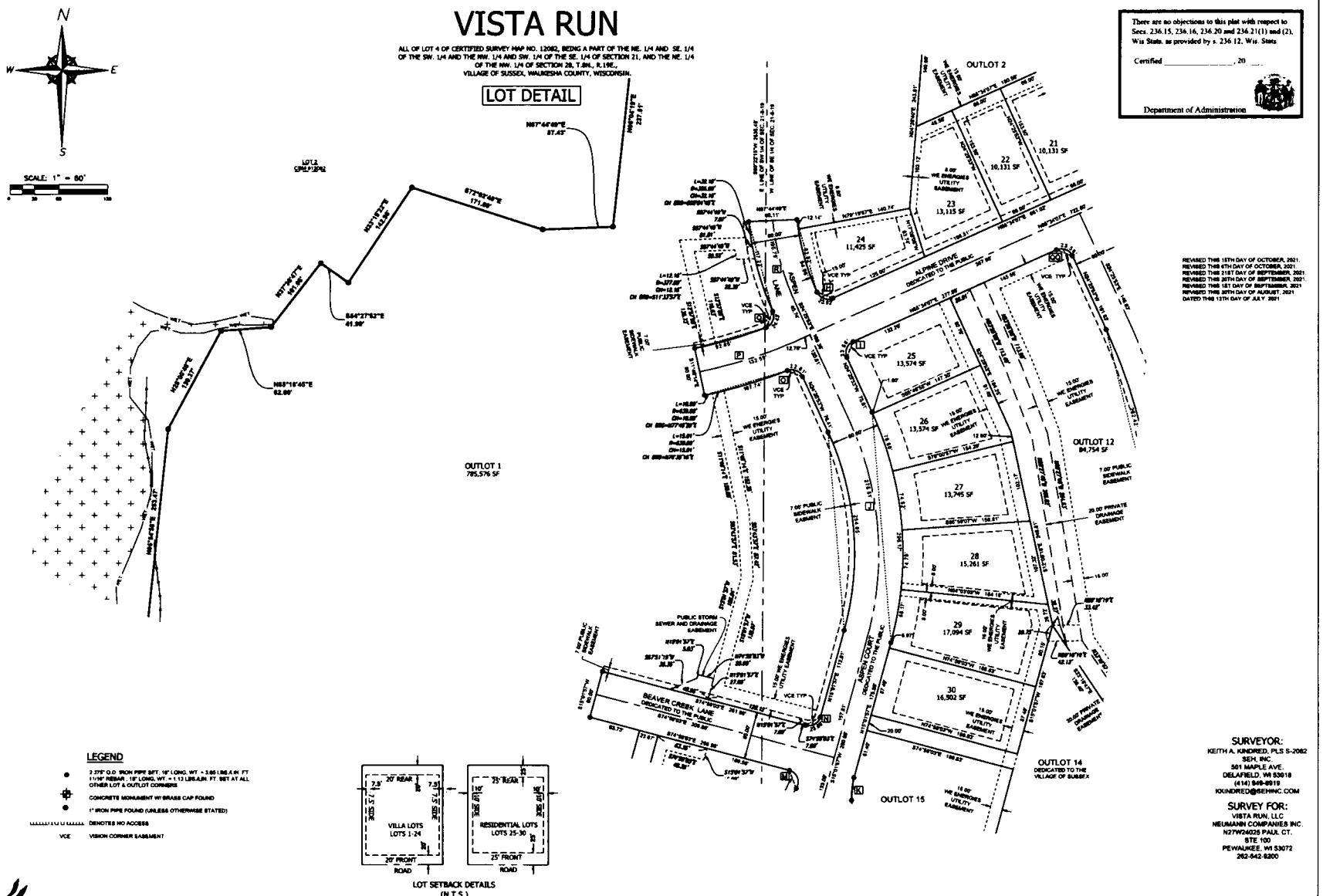

LOT DETAIL
VISTA RUN
ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 12082, BEING A PART OF THE NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 AND THE NW. 1/4 AND SW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.
LOT SETBACK DETAILS (N.T.S.)
VILLA LOTS LOTS 1-24
RESIDENTIAL LOTS 25-30
20' REAR
25' REAR
20' FRONT ROAD
25' FRONT ROAD
LEGEND
CONCRETE MONUMENT W/ BRASS CAP FOUND
1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
DENOTES NO ACCESS
VCE VISION CORNER EASEMENT
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. as provided by s. 236.12, Wis. Stats.
Certified _____, 20____
Department of Administration
SCALE: 1" = 60'
N
S
E
W
MAIN ST - STH 'YY'
OUTLOT 1
OUTLOT 2 96,679 SF
DEDICATED TO THE VILLAGE OF SUSSEX
OUTLOT 3 236,390 SF
OUTLOT 4 40,151 SF
OUTLOT 5 32,937 SF
OUTLOT 6 288,420 SF
BRIDGEWRIDGE COURT DEDICATED TO THE PUBLIC
ASPEN LANE DEDICATED TO THE PUBLIC
ALPINE DRIVE DEDICATED TO THE PUBLIC
WETLANDS DELINEATED AND LOCATED BY SEWRPC 2019
REVISED THIS 15TH DAY OF OCTOBER, 2021
REVISED THIS 6TH DAY OF OCTOBER, 2021
REVISED THIS 21ST DAY OF SEPTEMBER, 2021
REVISED THIS 20TH DAY OF SEPTEMBER, 2021
REVISED THIS 1ST DAY OF SEPTEMBER, 2021
REVISED THIS 30TH DAY OF AUGUST, 2021
DATED THIS 13TH DAY OF JULY, 2021
DETAIL
PUBLIC STORM SEWER AND DRAINAGE EASEMENT LOT 12 AND OUTLOT 5
SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8910
KKINDRED@SEHINC.COM
SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC
N27W24025 PAUL CT.
STE 100
PEWAUKEE, WI 53072
262-842-9200
SEH
PHONE: 414.949.8982
501 MAPLE AVENUE
DELAFIELD, WI 53018-8351
PROJECT NEUMA #149103
THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS
SHEET 2 OF 7


VISTA RUN
ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 12082, BEING A PART OF THE NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 AND THE NW. 1/4 AND SW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.
LOT DETAIL
VILLA LOTS LOTS 1-24
RESIDENTIAL LOTS LOTS 25-30
LOT SETBACK DETAILS (N.T.S.)
SCALE: 1" = 60'
LEGEND
SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 948-5919
KKINDRED@SEHINC.COM
SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT
STE 100
PEWAUKEE, WI 53072
262-542-8200
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. as provided by s. 236.12, Wis. Stats.
Certified _____, 20____
Department of Administration
OUTLOT 1
OUTLOT 2
96,679 SF
DEDICATED TO THE VILLAGE OF SUSSEX
OUTLOT 6
OUTLOT 7
135,371 SF
DEDICATED TO THE VILLAGE OF SUSSEX
OUTLOT 8
51,283 SF
OUTLOT 9
96,289 SF
OUTLOT 10
64,118 SF
OUTLOT 11
66,941 SF
DEDICATED TO THE VILLAGE OF SUSSEX
OUTLOT 12
84,754 SF
OUTLOT 13
215,287 SF
OUTLOT 14
DEDICATED TO THE VILLAGE OF SUSSEX
OUTLOT 15
ALPINE DRIVE
DEDICATED TO THE PUBLIC
HEAVENLY COURT
DEDICATED TO THE PUBLIC
ASHLEY LANE
DEDICATED TO THE PUBLIC
WETLANDS DELINEATED AND LOCATED BY SEWRPC 2018
FEMA FLOODPLAIN FIELD DETERMINED
APPROXIMATE SECONDARY ENVIRONMENTAL CORRIDOR PER WAUKESHA CO. GIS
THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS
PROJECT NEUMA #149103
REVISED THIS 15TH DAY OF OCTOBER, 2021.
REVISED THIS 6TH DAY OF OCTOBER, 2021.
REVISED THIS 21ST DAY OF SEPTEMBER, 2021.
REVISED THIS 20TH DAY OF SEPTEMBER, 2021.
REVISED THIS 1ST DAY OF SEPTEMBER, 2021.
REVISED THIS 30TH DAY OF AUGUST, 2021.
DATED THIS 15TH DAY OF JULY, 2021.
PHONE: 414.548.8882
501 MAPLE AVENUE
DELAFIELD, WI 53018-9361
www.sehinc.com
SHEET 3 OF 7

VISTA RUN

ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 12082, BEING A PART OF THE NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 AND THE NW. 1/4 AND SW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

LOT DETAIL



LOT SETBACK DETAILS (N.T.S.)

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. as provided by s. 236.12, Wis. Stats.

Certified _____, 20 ___

Department of Administration

REVISED THIS 18TH DAY OF OCTOBER, 2021.
REVISED THIS 6TH DAY OF OCTOBER, 2021.
REVISED THIS 21ST DAY OF SEPTEMBER, 2021
REVISED THIS 20TH DAY OF SEPTEMBER, 2021.
REVISED THIS 1ST DAY OF SEPTEMBER, 2021
REVISED THIS 30TH DAY OF AUGUST, 2021
DATED THIS 13TH DAY OF JULY, 2021

LEGEND

- 2.375" O.D. IRON PIPE 5FT. 18" LONG, WT. = 3.65 LBS./LIN. FT.
- 1"/16" REBAR, 18" LONG, WT. = 1.13 LBS./LIN. FT. SET AT ALL OTHER LOT & OUTLOT CORNERS
- CONCRETE MONUMENT W/ BRASS CAP FOUND
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- DENOTES NO ACCESS
- VCE VISION CORNER EASEMENT

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W26025 PAUL CT.
STE 100
PEWAUKEE, WI 53072
262-542-8200

SEH
PHONE: 414 949 8882
501 MAPLE AVENUE
DELAFIELD, WI 53018-6351
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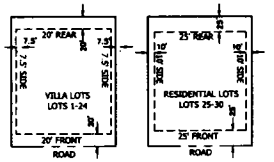
PROJECT NEUMA #149103

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

VISTA RUN

ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 12082, BEING A PART OF THE NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 AND THE NW. 1/4 AND SW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 28, T.9N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

LOT DETAIL



LOT SETBACK DETAILS
(N.T.S.)

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. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

REVISED THIS 18TH DAY OF OCTOBER, 2021.
REVISED THIS 8TH DAY OF OCTOBER, 2021.
REVISED THIS 21ST DAY OF SEPTEMBER, 2021.
REVISED THIS 20TH DAY OF SEPTEMBER, 2021.
REVISED THIS 1ST DAY OF SEPTEMBER, 2021.
REVISED THIS 30TH DAY OF AUGUST, 2021.
DATED THIS 13TH DAY OF JULY, 2021.

OUTLOT 1

OUTLOT 14
DEDICATED TO THE VILLAGE OF SUSSEX

OUTLOT 15
123,541 SF

30
16,902 SF

BEAVER CREEK LANE
DEDICATED TO THE PUBLIC

ASPEN COURT
DEDICATED TO THE PUBLIC

UNNAMED CREEK

WETLANDS DELINEATED AND LOCATED BY SEWRPC 2019

FEMA FLOODPLAIN FIELD DETERMINED

APPROXIMATE SECONDARY ENVIRONMENTAL CORRIDOR PER WAUKESHA CO. GIS

WATER SURFACE 942.34
TOB ELEV 944.44
TOB ELEV 944.76
WATER SURFACE 942.37
TOB ELEV 945.03
TOB ELEV 944.94
WATER SURFACE 942.33
TOB ELEV 944.16
TOB ELEV 943.61

CONC. MON W/ BRASS CAP SOUTH 1/4 CORNER SECTION 21-9-19

PARCEL 2 CSM #8215

PARCEL 1 CSM #8215

LOT 1 CSM #12082

N. LINE OF SW 1/4 OF SECTION 21-9-19
N. LINE OF NW 1/4 OF SECTION 28-9-19

S. LINE OF NW 1/4 OF SEC. 28-9-19

LEGEND

- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.66 LBS./LIN FT 1-1/16" REBAR, 18" LONG, WT. = 1.13 LBS./LIN FT SET AT ALL OTHER LOT & OUTLOT CORNERS
- CONCRETE MONUMENT W/ BRASS CAP FOUND
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- DENOTES NO ACCESS
- VCE VISION CORNER EASEMENT

SURVEYOR:
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SEH, INC
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SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT.
STE 100
PEWAUKEE, WI 53072
262-542-8200

SEH
PHONE: 414 949.8992
501 MAPLE AVENUE
DELAFIELD, WI 53018-8361
www.sehinc.com

PROJECT NEUMA #149103

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

VISTA RUN

ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 12082, BEING A PART OF THE NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 AND THE NW. 1/4 AND SW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

GENERAL NOTES:

1) EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDED FRACTIONAL OWNERSHIP IN OUTLOT 4. WAUKESHA COUNTY SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THEY BECOME THE OWNER OF ANY LOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY. THE INDIVIDUAL HOME OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF SAID OUTLOT.

2) OUTLOTS 2, 7, 11 AND 14 TO BE ENCOMPASSED BY A DRAINAGE EASEMENT AND DEDICATED TO VILLAGE OF SUSSEX. SEE STORMWATER MANAGEMENT PRACTICES NOTES. PROPERTY OWNERS ARE RESPONSIBLE FOR GENERAL MAINTENANCE SUCH AS MORE MOWING, IF DESIRED, AND GARBAGE PICK-UP AROUND THE OUTLOTS.

3) OUTLOTS 1, 2, 5, 6, 8, 9, 10, 12, 13 AND 15 ARE TO BE OWNED AND RETAINED BY THE DEVELOPER FOR FUTURE DEVELOPMENT.

4) OUTLOTS 3, 9, 8, 9, 10, 12 AND 13 TO BE MULTIFAMILY DEVELOPMENT AND ARE ZONED BFRD-3 PUD.

5) LOTS 1 THROUGH 30 ARE ZONED RS-2 PUD. PLANNED DEVELOPMENT BELOW-
VILLA LOT- LOTS 1-24
RESIDENTIAL LOT-LOT 25-30

6) ALL EASEMENTS ARE GRANTED TO THE VILLAGE OF SUSSEX UNLESS OTHERWISE STATED.

7) NO POLES, PADS BOXES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES.

8) THE SITE FALLS WITHIN ZONE X, AREA OF MINIMAL FLOODING AND A PORTION IN ZONE AE WITH A 1% ANNUAL CHANCE FLOOD HAZARD PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 55133C0089G, EFFECTIVE DATE NOVEMBER 5, 2014. CROSS SECTION DATUM OF NAVD 88 ADJUSTED TO NGVD 29.

9) THE OVERALL AREA OF THIS PLAT IS 3,636,461 S.F. OR 83.65 AC. TO THE MEANDER LINE, 3,845,080 S.F. OR 88.57 AC. MORE OR LESS TO THE CENTERLINE OF THE CREEK.

10) ALL ROADS WITHIN THE SUBDIVISION ARE DEDICATED TO THE PUBLIC.

11) ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.

STORM WATER MANAGEMENT NOTES:

THERE ARE ONE OR MORE SEPARATE DOCUMENTS RECORDED ON THE PROPERTY TITLE THROUGH THE WAUKESHA COUNTY REGISTER OF DEEDS ENTITLED "STORM WATER MANAGEMENT PRACTICE MAINTENANCE AGREEMENT" ("MAINTENANCE AGREEMENT") THAT APPLY TO OUTLOT 2, OUTLOT 7, OUTLOT 11 AND OUTLOT 14. THE MAINTENANCE AGREEMENT SUBJECTS THIS SUBDIVISION PLAT, AND ALL LOT OWNERS THEREIN, TO COVENANTS, CONDITIONS AND RESTRICTIONS NECESSARY TO ENSURE THE LONG-TERM MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICE. THE AGREEMENT ALSO OUTLINES A PROCESS BY WHICH THE VILLAGE OF SUSSEX MAY LEVY AND COLLECT SPECIAL ASSESSMENTS OR CHARGES FOR ANY SERVICES THE COMMUNITY MIGHT PROVIDE RELATING TO ENFORCEMENT OF THE MAINTENANCE AGREEMENT.

IN ACCORDANCE WITH CHAPTER 14 - OF VILLAGE OF SUSSEX CODE OF ORDINANCES ("STORMWATER MANAGEMENT ORDINANCE"), THE STORM WATER PERMIT HOLDER IS RESPONSIBLE FOR CONSTRUCTING THE STORM WATER MANAGEMENT PRACTICES FOLLOWING PLANS APPROVED BY VILLAGE AND IS RESPONSIBLE FOR MAINTAINING THE STORM WATER PRACTICES UNTIL PERMIT TERMINATION BY THE VILLAGE UPON TERMINATION OF THE STORM WATER PERMIT, THE OWNERS OF LOTS 1-42 SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICES IN ACCORDANCE WITH THE MAINTENANCE AGREEMENT.

ALL SIDE AND REAR LOT LINES NOT REGULATED BY THE VILLAGE OF SUSSEX SHALL BE GRADED AND MAINTAINED IN COOPERATION WITH ABUTTING PROPERTY OWNERS SO AS TO NEITHER IMPEDE THE FLOW OF STORMWATER, NOR NEGATIVELY IMPACT ANY ABUTTING PROPERTY, WHILE ALSO ADHERING TO THE ESTABLISHED, APPROVED, AND ACCEPTED STORMWATER MANAGEMENT PLAN.

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

WETLAND/FLOODPLAIN SECONDARY ENVIRONMENTAL CORRIDOR AREA PRESERVATION RESTRICTIONS

THOSE AREAS IDENTIFIED ON THIS SUBDIVISION PLAT AS WETLAND/FLOODPLAIN SECONDARY ENVIRONMENTAL CORRIDOR, SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. GRADING, FILLING AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE MUNICIPALITY IN WHICH THIS LAND IS LOCATED, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.

2. THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETC., IS PROHIBITED, WITH THE EXCEPTION THAT INVASIVE, DEAD, DISEASED, OR DYING VEGETATION MAY BE REMOVED, AT THE DISCRETION OF THE LANDOWNER AND SILVICULTURAL THINNING, UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST, SHALL ALSO BE PERMITTED.

3. GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC., IS PROHIBITED.

4. THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED.

5. PONDS ARE PROHIBITED UNLESS DESIGNED TO ENHANCE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.

6. THE CONSTRUCTION OF BUILDINGS IS PROHIBITED.

7. THE RESOURCE BOUNDARIES AND RESTRICTIONS CONTAINED HEREIN MAY ONLY BE MODIFIED IN COMPLIANCE WITH THE VILLAGE OF SUSSEX ZONING ORDINANCE.

VISION CORNER RESTRICTIONS

WITHIN THE AREA OF THE VISION CORNER EASEMENT (V.C.E.) THE HEIGHT OF ALL PLANTINGS, BERMS, FENCING, SIGNS OR ANY OTHER STRUCTURE WITHIN THE VISION CORNER EASEMENT IS LIMITED TO 24" ABOVE THE INTERSECTION ELEVATION. NO ACCESS TO ANY ROADWAY SHALL BE PERMITTED WITHIN THE VISION CORNER EASEMENT.

BASEMENT RESTRICTION - BEDROCK NOTE:

ALTHOUGH ALL LOTS IN THE SUBDIVISION HAVE BEEN REVIEWED AND APPROVED FOR DEVELOPMENT WITH SINGLE-FAMILY RESIDENTIAL USE IN ACCORDANCE WITH SECTION 236 WISCONSIN STATUTES, SOME LOTS CONTAIN SOIL CONDITIONS WHICH, DUE TO THE POSSIBLE PRESENCE OF BEDROCK NEAR THE GROUND SURFACE, MAY REQUIRE ADDITIONAL SOIL ENGINEERING AND FOUNDATION DESIGN WITH REGARD TO BASEMENT CONSTRUCTION. IT IS RECOMMENDED THAT EITHER A LICENSED PROFESSIONAL ENGINEER OR OTHER SOILS EXPERT BE CONSULTED REGARDING THE CONSTRUCTION OF BASEMENTS IN THESE AREAS WHERE BEDROCK MAY BE PRESENT NEAR THE GROUND SURFACE. SOIL CONDITIONS SHOULD BE SUBJECT TO EACH OWNER'S SPECIAL INVESTIGATION PRIOR TO CONSTRUCTION AND NO SPECIFIC REPRESENTATION IS MADE HEREIN.

BASEMENT RESTRICTION - GROUNDWATER:

ALTHOUGH ALL LOTS IN THE SUBDIVISION HAVE BEEN REVIEWED AND APPROVED FOR DEVELOPMENT WITH SINGLE-FAMILY RESIDENTIAL USE IN ACCORDANCE WITH SECTION 236 WISCONSIN STATUTES, SOME LOTS CONTAIN SOIL CONDITIONS THAT, DUE TO THE POSSIBLE PRESENCE OF GROUNDWATER NEAR THE SURFACE, MAY REQUIRE ADDITIONAL SOIL ENGINEERING AND FOUNDATION DESIGN WITH REGARD TO BASEMENT CONSTRUCTION. IT IS RECOMMENDED THAT A LICENSED PROFESSIONAL ENGINEER DESIGN A BASEMENT AND FOUNDATION THAT WILL BE SUITABLE TO WITHSTAND THE VARIOUS PROBLEMS ASSOCIATED WITH SATURATED SOIL CONDITIONS ON BASEMENT WALLS OR FLOORS OR THAT OTHER SPECIAL MEASURES BE TAKEN. SOIL CONDITIONS SHOULD BE SUBJECT TO EACH OWNER'S SPECIAL INVESTIGATION PRIOR TO CONSTRUCTION AND NO SPECIFIC REPRESENTATION IS MADE HEREIN.

PER THE VILLAGE OF SUSSEX STORM WATER MANAGEMENT ORDINANCE UNDER SUBSURFACE DRAINAGE, BASEMENT FLOOR SURFACES SHALL BE BUILT A MINIMUM OF ONE (1) FOOT ABOVE THE SEASONAL HIGH WATER TABLE ELEVATION, AS DOCUMENTED IN THE SUBMITTED SOIL EVALUATIONS, AND SHALL AVOID HYDRIC SOILS AS MUCH AS POSSIBLE.

CURVE TABLE

CURVE #		RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1	TAN BEARING 2
A	EXTERIOR	894.92'	27°27'26"	368.91'	348.57'	N89°14'23"W	N66°00'46"W	N80°28'21"W
B	LOT 1	15.00'	90°00'00"	23.56'	21.21'	S48°19'44"E	S03°19'44"E	N86°40'16"E
C	CIL	120.00'	90°00'00"	188.50'	169.71'	N48°19'44"W	N03°19'44"W	S86°40'16"W
	R/W EAST	150.00'	90°00'00"	235.62'	212.13'	N48°19'44"W	N03°19'44"W	S86°40'16"W
	LOT 3	150.00'	16°43'31"	48.82'	48.89'	S83°48'58"E	N85°49'18"E	
	LOT 4	150.00'	23°06'54"	60.47'	60.06'	S62°54'16"E		
	LOT 5	150.00'	23°07'46"	60.55'	60.14'	S39°47'26"E		
	LOT 6	150.00'	23°08'51"	60.47'	60.06'	S16°40'39"E		S06°07'43"E
	LOT 7	150.00'	1°58'59"	5.19'	5.19'	S06°08'13"E	S05°07'43"E	S03°10'44"E
	R/W WEST	90.00'	90°00'00"	141.37'	127.28'	N48°19'44"W	N03°19'44"W	S86°40'16"W
	LOT 19	90.00'	3°36'13"	5.50'	5.50'	N04°58'51"W	N03°10'44"W	
	LOT 20	90.00'	86°29'47"	135.81'	123.33'	N49°58'51"W	N06°40'57"W	S86°48'16"W
D	CIL	200.00'	47°30'31"	165.84'	161.13'	S26°56'00"E	S03°10'44"E	S50°41'16"E
	R/W EAST	170.00'	47°30'31"	140.98'	136.98'	S26°56'00"E	S03°10'44"E	S50°41'16"E
	LOT 8	170.00'	40°14'32"	119.40'	116.96'	S23°18'01"E	S03°10'44"E	
	LOT 9	170.00'	7°15'59"	21.56'	21.55'	S47°08'15"E	S43°28'17"E	S50°41'16"E
	R/W WEST	230.00'	47°30'31"	190.71'	185.30'	S26°56'00"E	S03°10'44"E	S50°41'16"E
	LOT 16	230.00'	14°10'59"	56.88'	56.39'	N43°16'16"W	N50°41'16"W	
	LOT 17	230.00'	15°56'19"	64.11'	63.91'	N27°52'54"W		
	LOT 18	230.00'	15°52'39"	64.08'	63.84'	N11°54'14"W		N03°58'36"W
	LOT 19	230.00'	0°44'56"	3.00'	3.00'	N03°33'09"W	N03°55'36"W	N03°10'44"W
E	CIL	300.00'	16°56'46"	88.73'	88.41'	N42°12'53"W	N33°44'36"W	N50°41'16"W
	R/W EAST	330.00'	16°56'46"	97.60'	97.26'	N42°12'53"W	N33°44'36"W	N50°41'16"W
	LOT 11	330.00'	8°09'21"	52.63'	52.58'	S46°07'06"E	S50°41'16"E	
	LOT 12	330.00'	7°46'25"	44.97'	44.93'	S37°36'43"E	S41°23'58"E	S33°44'36"E
	R/W WEST	270.00'	16°56'46"	79.86'	79.57'	N42°12'53"W	N33°44'36"W	N50°41'16"W
	LOT 13	270.00'	15°49'46"	74.36'	74.12'	N41°37'49"W	N33°44'36"W	
	LOT 14	270.00'	1°17'07"	5.81'	5.81'	N50°06'12"W	N49°31'09"W	N50°41'16"W
F	LOT 12	15.00'	100°09'51"	26.22'	23.01'	S83°48'25"E	S33°44'36"E	N46°06'36"E
G	LOT 13	15.00'	89°18'36"	26.09'	22.98'	N16°34'48"E	N56°34'07"E	N33°44'36"W
H	LOT 24	15.00'	88°59'54"	23.52'	21.19'	S69°36'28"E	S24°34'56"E	N65°34'01"E
I	LOT 25	15.00'	90°00'00"	23.56'	21.21'	S20°34'07"W	S65°34'07"W	S24°25'53"E
J	CIL	400.00'	39°27'50"	275.51'	270.10'	N84°41'56"W	N16°01'57"E	N24°25'53"W
	R/W EAST	430.00'	39°27'50"	296.17'	290.36'	N84°41'56"W	N16°01'57"E	N24°25'53"W
	LOT 25	430.00'	0°12'46"	1.60'	1.60'	S24°19'29"E	S24°25'53"E	
	LOT 26	430.00'	10°14'01"	76.80'	76.70'	S19°58'04"E		
	LOT 27	430.00'	9°58'10"	74.82'	74.73'	S09°58'58"E		
	LOT 28	430.00'	9°57'56"	74.78'	74.68'	S00°00'02"W		S06°04'57"W
	LOT 29	430.00'	9°06'00"	68.17'	68.10'	S10°29'27"W	S06°04'57"W	S15°01'57"W
	R/W WEST	370.00'	39°27'50"	254.85'	249.84'	N84°41'56"W	N15°01'57"E	N24°25'53"W
K	LOT 31	90.00'	16°16'04"	25.56'	25.57'	S06°52'56"W	S15°01'57"W	S03°14'07"E
L	R/W	66.00'	216°32'08"	226.76'	113.99'	S74°58'03"E	S33°14'01"W	N03°14'07"W
M	OUTLOT 15	15.00'	106°16'04"	26.34'	24.31'	N29°58'01"W	N33°14'01"E	N74°58'03"W
N	OUTLOT 1	15.00'	90°00'00"	23.56'	21.21'	N66°01'57"E	S74°58'03"E	N15°01'57"E
O	OUTLOT 1	15.00'	87°06'13"	22.81'	20.66'	N68°26'03"W	N34°25'53"W	S88°28'53"W
P	CIL	660.00'	12°39'40"	132.98'	132.72'	N71°53'57"E	N78°13'08"E	N65°34'01"E
	R/W SOUTH	630.00'	8°47'53"	107.74'	107.60'	N73°19'50"E	N78°13'48"E	N65°26'03"E
	R/W NORTH	570.00'	8°39'00"	82.99'	82.76'	N73°33'48"E	N78°13'48"E	N65°53'48"E
Q	OUTLOT 1	15.00'	82°17'51"	34.43'	21.91'	N22°14'51"E	N65°53'48"E	N34°34'06"W
R	CIL	326.00'	19°38'01"	108.79'	108.32'	S15°09'23"E	S06°04'57"E	S34°25'53"E
	R/W EAST	266.00'	19°38'33"	84.99'	84.58'	S15°21'40"E	S06°04'28"E	S34°34'59"E
	LOT 24	266.00'	16°08'06"	62.62'	62.50'	S16°32'26"E		S34°34'59"E
	OUTLOT 1	295.00'	2°21'27"	12.14'	12.14'	S07°19'08"E	S06°04'28"E	S08°25'53"E
	R/W WEST	366.00'	18°56'07"	117.22'	116.68'	S14°54'31"E	S06°28'56"E	S24°34'06"E
S	OUTLOT 3	15.00'	89°59'52"	23.56'	21.21'	N13°06'48"W	N31°59'07"E	N58°00'45"W
T	OUTLOT 6	15.00'	89°59'08"	23.56'	21.21'	S76°59'11"W	N58°00'48"W	S31°59'07"W
U	OUTLOT 3	15.00'	90°29'04"	23.69'	21.30'	N89°16'58"E	S65°26'34"E	N24°02'23"E
	CIL	660.00'	8°36'00"	99.22'	99.20'	S62°39'54"E	S66°49'13"E	S66°28'34"E
	R/W NORTH	570.00'	8°36'00"	85.26'	85.24'	S62°39'54"E	S66°49'14"E	
V	R/W SOUTH	630.00'	8°36'00"	82.19'	82.19'	S62°39'54"E	S66°49'13"E	S66°28'34"E
W	R/W NORTH	90.00'	19°14'02"	29.84'	29.52'	S60°42'13"E	S41°36'12"E	S66°48'13"E
X	R/W	66.00'	212°08'26"	222.17'	115.31'	S30°10'48"W	N43°44'31"W	S75°53'57"E

CURVE TABLE

CURVE #		RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1	TAN BEARING 2
Y	R/W SOUTH	90.00'	19°14'02"	29.84'	29.52'	N66°36'14"W	N56°49'13"W	N76°03'16"W
Z	OUTLOT 4	15.00'	82°36'19"	21.99'	19.76'	N24°13'24"W	N11°01'45"E	N66°28'34"W
AA	CIL	300.00'	31°48'54"	166.56'	164.46'	S16°04'40"W	S31°59'07"W	S00°10'13"W
	CIL-NORTH	300.00'	7°27'41"	39.07'	39.04'	S28°15'17"W	S31°59'07"W	
	CIL-SOUTH	300.00'	24°21'13"	127.51'	126.56'	S12°25'50"W	S24°31'28"W	S00°10'13"W
	OUTLOT 4	330.00'	16°51'33"	97.10'	96.75'	S08°36'09"W	S01°01'45"W	S00°10'13"W
	OUTLOT 6	270.00'	23°52'10"	112.48'	111.67'	S12°06'18"W	S24°02'23"W	S00°10'13"W
BB	CIL	300.00'	66°23'54"	348.43'	334.14'	N32°52'16"E	N65°34'01"E	N00°10'13"E
	CIL-NORTH	300.00'	56°08'18"	293.87'	282.09'	N39°17'52"E		N00°10'13"E
	CIL-SOUTH	300.00'	9°15'36"	48.78'	48.68'	N65°34'01"E	N56°15'30"E	
	R/W WEST	270.00'	45°55'26"	216.41'	210.67'	N23°07'56"E	N46°05'39"E	N00°10'13"E
	LOT 12	270.00'	36°07'19"	166.51'	162.83'	N28°32'06"E	N46°05'39"E	
	OUTLOT 5	270.00'	10°48'06"	50.90'	50.83'	N06°34'11"E	N10°58'21"E	N00°10'13"E
	R/W EAST	330.00'	46°36'37"	379.89'	271.57'	N24°28'01"E	N46°46'50"E	N00°10'13"E
	OUTLOT 5	330.00'	26°06'16"	150.36'	149.05'	S13°13'21"W	S00°10'13"W	
	OUTLOT 7	330.00'	3°26'27"	20.01'	20.01'	S25°00'42"W		S29°44'56"W
	OUTLOT 8	330.00'	19°06'54"	109.82'	109.02'	S39°16'22"W	S29°44'56"W	S48°48'56"W
CC	R/W-OL 8	15.00'	82°36'19"	21.99'	19.76'	S07°30'46"W	S48°48'56"W	S33°44'36"E
DD	R/W-OL 9	15.00'	89°41'24"	21.12'	19.42'	S74°08'11"E	N66°34'07"E	S33°44'36"E
EE	CIL	1000.00'	9°58'29"	166.62'	166.44'	N38°13'42"W	N42°42'54"W	N33°44'36"W
	R/W-OL 8	970.00'	9°58'29"	151.92'	151.76'	N38°13'42"W	N42°42'54"W	N33°44'36"W
	R/W-OL 9	1030.00'	9°58'29"	161.33'	161.15'	S38°13'42"E	S33°44'36"E	S42°42'54"E
FF	CIL	200.00'	48°39'36"	170.49'	165.36'	N16°17'37"W	N06°07'48"E	N42°42'54"W
	R/W-BASY	230.00'	48°39'36"	196.07'	190.19'	N16°17'37"W	N06°07'48"E	N42°42'54"W
	OUTLOT 8	230.00'	11°06'53"	44.62'	44.75'	S57°07'58"E	S42°42'54"E	
	OUTLOT 7	230.00'	4°58'02"	20.01'	20.00'	S28°09'21"E		S26°34'09"E
	OUTLOT 13	230.00'	32°41'46"	131.24'	129.47'	S10°13'10"E	S26°34'09"E	S06°07'48"W
	R/W-OL 9	170.00'	48°39'36"	144.32'	140.07'	S16°17'37"E	S42°42'54"E	S06°07'48"W
GG	CIL	500.00'	7°53'20"	68.84'	68.79'	N02°11'01"E	N01°46'38"W	N05°07'48"E
	R/W-OL13	470.00'	7°53'20"	64.71'	64.66'	N02°11'01"E	N01°46'38"W	N05°07'48"E
	R/W-OL 9	530.00'	7°53'20"	72.97'	72.92'	S02°11'01"W	S05°07'48"W	S01°46'38"E
HH	R/W-OL 13	15.00'	90°44'39"	23.46'	20.41'	N44°27'58"W	N87°30'18"W	N01°46'38"W
II	R/W-OL 13	90.00'	9°08'42"	14.28'	14.27'	S88°17'08"W	S83°38'18"W	N87°16'00"W
JJ	R/W-OL 13	90.00'	216°37'06"	226.76'	113.99'	N11°58'22"E	S88°48'34"E	S83°38'18"W
KK	R/W-OL 13	90.00'	26°48'53"	42.04'	41.66'	S73°11'36"E	S86°34'27"E	S56°46'34"E
LL	CIL	600.00'	19°09'01"	200.54'	199.61'	S87°39'06"E	N82°46'21"E	S76°04'36"E
	CIL EAST	600.00'	13°41'01"	143.29'	142.99'	N84°39'06"W	N75°34'36"W	
	CIL WEST	600.00'	5°28'00"	57.27'	57.22'	S86°30'21"W	S88°14'21"W	S82°46'21"W
	R/W-OL 9	630.00'	1°27'58"	16.12'	16.12'	N83°30'26"E	N82°46'21"E	N84°14'19"E
	R/W-OL 13	570.00'	10°38'12"	105.86'	105.83'	N88°06'57"E	N82°46'21"E	S86°34'27"E
MM	R/W-OL 9	15.00'	86°56'58"	22.51'	20.46'	N41°14'20"E	N84°14'19"E	N01°46'38"W
NN	CIL	100.00'	94°16'31"	164.54'	146.56'	S66°06'24"E	S02°57'08"E	N89°46'21"E
	R/W EAST	70.00'	94°16'31"	115.18'	102.52'	N66°06'24"W	S02°46'21"W	N02°57'08"W
	OUTLOT 11	70.00'	25°42'52"	31.42'	31.15'	S84°22'13"E		N82°46'21"E
	OUTLOT 10	70.00'	68°33'39"	83.76'	78.86'	S37°13'57"E	S02°57'08"E	S71°30'47"E
	R/W WEST	130.00'	94°16'31"	213.99'	190.68'	S66°06'24"E	S02°57'08"E	N82°46'21"E
	OUTLOT 12	130.00'	51°08'24"	116.03'	112.22'	N29°37'20"W		N02°57'08"W
	OUTLOT 13	130.00'	12°46'48"	29.00'	29.03'	S88°19'59"W		N84°34'23"W
	OUTLOT 14	130.00'	30°18'51"	68.78'	67.98'	N88°14'53"W	N84°34'23"W	N54°08'32"W
OO	CIL	730.00'	21°39'48"	273.99'	272.07'	S13°41'31"E	S24°28'53"E	S03°57'09"E
	R/W-OL 10	760.00'	21°39'48"	284.91'	283.25'	N13°41'31"W	N02°57'09"W	
	R/W-OL 12	700.00'	21°39'48"	262.42'	260.99'	S13°41'31"E	S24°28'53"E	S02°57'09"E
PP	R/W-OL 10	15.00'	90°00'00"	23.56'	21.21'	N20°34'07"E	N24°28'53"W	N65°34'07"E
QQ	R/W-OL 12	15.00'	90°00'00"	23.56'	21.21'	S69°25'53"E	N65°34'07"E	S24°25'53"E
RR	CIL	150.00'	51°07'11"	133.83'	129.44'	S61°19'46"W	S86°46'18"W	S35°42'06"W
	R/W-NORTH	180.00'	37°46'36"	118.68'	116.54'	S54°35'24"W	S73°23'43"W	S35°42'06"W
	R/W-SOUTH	120.00'	51°07'11"	107.09'	103.56'	S61°19'46"W	S86°46'18"W	S35°42'06"W
SS	R/W-OL 1	15.00'	76°39'27"	20.07'	18.61'	N36°06'56"E	N73°26'43"E	N03°19'44"W

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. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

SEH
PHONE: 414.949.8882
601 MAPLE AVENUE
DELAFIELD, WI 53018-9361
www.sehinc.com

PROJECT NEUMA #149103

REVISED THIS 15TH DAY OF OCTOBER, 2021.
REVISED THIS 6TH DAY OF OCTOBER, 2021.
REVISED THIS 21ST DAY OF SEPTEMBER, 2021.
REVISED THIS 20TH DAY OF SEPTEMBER, 2021.
REVISED THIS 1ST DAY OF SEPTEMBER, 2021.
REVISED THIS 30TH DAY OF AUGUST, 2021
DATED THIS 13TH DAY OF JULY, 2021.

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
601 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8819
KKINDRED@SEHINC.COM

SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT.
STE 100
PEWAUKEE, WI 53072
262-542-8200

VISTA RUN

ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 12082, BEING A PART OF THE NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 AND THE NW. 1/4 AND SW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Professional Land Surveyor hereby certify;

That I have surveyed, divided and mapped all of Lot 4 of Certified Survey Map No. 12082, being part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 21, and the Northeast 1/4 of the Northwest 1/4 of Section 28, T8N, R19E, Village of Sussex, Waukesha County, Wisconsin more particularly described as follows:

All of Lot 4 of Certified Survey Map No. 12082.
Said lands contain 3,835,461 Sq. Ft. or 88.05 Acres to the meander line, 3,945,060 Sq.Ft. or 90.57 Acres more or less to the centerline of the creek.

That I have made such survey, land division and plat by the direction of the owner(s) of said lands

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Village of Sussex and Waukesha County in surveying, dividing and mapping the same

Dated this 13th day of July, 2021.
Revised this 30th day of August, 2021.
Revised this 1st day of September, 2021.
Revised this 20th day of September, 2021.
Revised this 21st day of September, 2021.
Revised this 6th day of October, 2021
Revised this 15th day of October, 2021.

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. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

_____
Keith A Kindred, PLS 2082

LIMITED LIABILITY OWNER'S CERTIFICATE OF DEDICATION:

Vista Run, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Vista Run LLC, does further certify that this plat is required by S236.10 or S236.12 to be submitted to the following for approval or objection:

1) Department of Administration
2) Village of Sussex
3) Waukesha County Department of Parks and Land Use

IN WITNESS WHEREOF, said Vista Run LLC, has caused these presents to be signed by Steve DeCleene, President of Neumann Developments, its sole member, at _____, Wisconsin, and its corporate seal to be hereunto affixed on this _____ day of _____, _____.

In Presence of:

_____
Steve DeCleene, President

STATE OF WISCONSIN)
_____ COUNTY) SS
Personally came before me this _____ day of _____, 20_____ the above named Steve DeCleene, President of Neumann Developments, its sole member of the above named corporation, to me known to be such member of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

_____
Notary Public

_____ County, Wisconsin

My Commission Expires _____

CONSENT OF CORPORATE MORTGAGEE:

_____, 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 _____, Owner.

IN WITNESS WHEREOF, said _____ has caused these presents to be signed by _____, its _____, as President/CEO, and countersigned by _____, its Secretary (cashier) at _____, Wisconsin, and its corporate seal to be hereunto affixed this _____ day of _____, 20 _____.

In presence of:

_____ _____ (Corporate Seal)
Corporate Name Countersigned

_____ _____
President Secretary (Cashier)

STATE OF WISCONSIN)
_____ COUNTY) SS)

Personally came before me this _____ day of _____, 20 _____ the above named _____, President, and _____, 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 corporation, by its authority.

(Notary Seal) _____

Notary Public, _____, Wisconsin

My commission expires_____

VILLAGE BOARD APPROVAL CERTIFICATE:

Approved that the Plat of VISTA RUN, in the Village of Sussex, is hereby approved by the Village Board.

All conditions have been met as of the _____ day of _____ 20__

Date:_____ Signed _____
Anthony J. LaDonne, Village President

Date:_____ Signed _____
Sam Liebert, Administrative Services Director

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Plat of VISTA RUN, in the Village of Sussex, is hereby approved by the Plan Commission.

Approved as of the _____ day of _____, 20__

Date:_____ Signed _____
Anthony J. LaDonne, Chairperson

Date:_____ Signed _____
Sam Liebert, Administrative Services Director

CERTIFICATE OF VILLAGE TREASURER:

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Sam Liebert, being duly elected, qualified and acting Treasurer of the Village of Sussex, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of _____ affecting the lands included in the plat of Vista Run.

Date _____ _____
Treasurer-Sam Liebert

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Pamela Reeves, being duly elected, qualified and acting Treasurer of WAUKESHA County, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of _____ affecting the lands included in the plat of Vista Run.

Date _____ _____
Waukesha County Treasurer - Pamela Reeves

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by
VISTA RUN LLC, Grantor, to
WISCONSIN ELECTRIC AND POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee
SPECTRUM MID-AMERICA, LLC, Grantee
WISCONSIN BELL, INC, doing business as AT&T Wisconsin, a Wisconsin corporation, 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, thereon, or an adjacent lots; also the right to trim or cut down trees, brush and roots as my 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. Buildings shall not be placed over Grantees' facilities or in, upon or over the be property within the lines marked "Utility Easement Areas" without 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 hereto

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8819
KKINDRED@SEHINC.COM

SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24026 PAUL CT.
STE 100
PEWAUKEE, WI 53072
262-542-8200

SEH
PHONE 414.949.8862
501 MAPLE AVENUE
DELAFIELD, WI 53018-9361
www.sehinc.com

PROJECT NEUMA #149103

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS