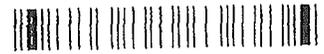


1696649

RESTRICTIVE COVENANTS

Recorded
JAN. 24, 2006 AT 04:28PM
OUTAGAMIE COUNTY
JANICE FLENZ
REGISTER OF DEEDS

Fee Amount: \$27.00



Lots 1-37 and Outlots 1-3
Ellington Meadows Town of
Ellington Outagamie County
Wisconsin

Name and Return Address

Kurt Lepak
127 Walkins Court
Stevens Point, WI 54481

27.00
②

**Ellington Meadows
Declaration of Restrictive Covenants**

Town of Ellington, Outagamie County

1. No building erected elsewhere shall be moved onto any lot or lots.
2. No temporary structures (including, without exclusion of others, trailers, basements without residence above, tent, shack, garage or barns of any kind) will be permitted for dwelling purposes. No permanent exterior storage of boats, motor homes, trailers, campers, RVs or vehicles of any kind permitted on lots within this subdivision.
3. Lots shall be used for the purpose of single family residence only. All homes shall have a roof pitch of not less than 8/12. All ranches to have a minimum of 1/4 masonry front. A two stall garage minimum. Ranch homes shall be 1600 square feet minimum. Two story homes shall be 2000 square feet minimum.
4. Every house shall have a foundation below frost line.
5. No residence shall be erected in the plat until the final plans and site plans used for each building have been approved in writing by the proprietors of this plat, or by such persons as they may delegate, provided, however, that when a residence is completed it shall be conclusively presumed that this covenant has been complied with.
6. No fence shall be erected upon any lot in the plat without the prior express written approval of the plat proprietors or their delegates.
7. Any buildings shall be started on the grade established by the developer. Setback lines shall conform to local zoning regulations except that proprietor may, in promoting overall harmony, establish other requirements in addition to such regulations.
8. No lot owner shall block, dam or otherwise obstruct the flow of surface water drainage so as to cause such water to back up onto the lot of another property owner or so as to restrict the use or enjoyment of any other lot by any other lot owner. Each lot owner is responsible for maintaining established grade. Lawn and landscaping to be completed within one year or occupancy in strict compliance with approved subdivision drainage plan. Any walkouts or exposed windows from lower level must have developer or designing engineer approval.
9. One single story shed shall be allowed per lot. Shed plans and specifications shall be submitted to and approved by the proprietors of this plat prior to commencement of construction. All sheds shall be located to the rear of the dwelling on any lot, shall have the maximum storage area not to exceed 1,000 square feet and shall be constructed in a style of materials that are similar to those used in the construction of the dwelling located on said lot. No storage shed shall be located closer than 25 feet to any lot line. The maximum wall height of any storage shed shall be 8 feet.
10. All dwellings shall be completed within one year after the beginning of construction and every structure must have a permanent finish on the exterior within six months after the start of construction.
11. The land occupied by public utility easements of the lots shall be graded in such a manner as to not interfere with drainage of storm water.
12. All landscaping, including lawn, trees and shrubs to be completed within one year of beginning construction.
13. No horse, cattle, swine, sheep, goats or live poultry of any kind shall be kept on any lot in this plat.
14. No nuisance shall be maintained or suffered to exist in the plat.
15. All trash and waste shall be kept in sanitary containers. No sanitary container is to be put in front of any dwelling sooner than the day before regularly scheduled pick up and containers that have been emptied shall be removed from the street side within 8 hours thereafter.

16. Satellite dishes less than 20 inches in diameter mounted on the principal structure and not visible from the street shall be permitted. All other TV antennas must be contained within the home and not mounted on the roof.
17. Driveways to be concrete, brick pavers or asphalt. If drives are concrete, they shall stop at the right-of-way and continued with asphalt. Driveways must be connected to paved road (no gravel between driveway and road).
18. All fill and/or topsoil from plat must remain in the subdivision. Any fill or topsoil within the subdivision is the property of the subdivision developer and is not part of the sale of the lot on which it is stockpiled. No fill or topsoil may be hauled out of this subdivision without permission of the developer.
19. The lot owner is required to perform all necessary maintenance and upkeep of the lot prior to construction, including keeping the lot free of trash, waste, brush, weeds and long grass. At all times during construction, the site shall be maintained to developer's reasonable satisfaction in a neat and orderly manner. Construction debris shall be contained at all times in some manner as will prevent such material from entering neighboring properties and/or streets.
20. These covenants are enforceable by the proprietors of the plan and/or the owner of any lot in the subdivision by injunctive relief as well as any and every other legal right. If any lot owner or person(s) in possession of any lot or dwelling on any lot within the subdivision shall violate or attempt to violate any of these covenants, it shall be lawful for any other person(s) owning any lot or occupying any dwelling in the subdivision to prosecute and/or commence proceedings at law or in equity against the person(s) violating or attempting to violate any such covenants, either to prevent such person(s) from doing so or to recover damages for such violation or to restrain such violation.
21. All decisions of the developer shall be enforceable against any lot owner if made in a good faith exercise of the judgments or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this declaration. Any lot owner or other person seeking to avoid, set aside or challenge any such decision of the developer shall have the burden of proof to establish that such standards were not met at the time the decision was made.
22. In furtherance and not in limitation of any of the terms of this declaration, the developer intends that his declaration shall be and remain at all times until expiration hereof, fully enforceable against all lots and any person, entity, trust, organization, governmental unit or sovereign nation which become a lot owner, whether by virtue of conveyance, operation of the law otherwise shall be conclusively deemed to have waived any and all defenses to and immunity, this declaration serving as full and adequate public notice of said waiver. Said waiver shall apply to the terms, conditions and encumbrances established in this declaration, together with any future liens, claims, easements or encumbrances expressly permitted hereunder.
23. These declarations shall be construed and interpreted in favor of restricting the use of each lot consistent with the purposes hereof and any ambiguity shall be resolved against any lot owner who installs any structures or engages in any activity not clearly authorized under these declarations or approved in writing by the developer. This declaration shall be interpreted and construed in accordance with the laws of the state of Wisconsin.
24. The covenants and restrictions herein contained shall be in effect for a term of twenty (20) years from the date this Declaration is recorded after which time they shall automatically be extended for successive periods of ten (10) years, unless and instrument terminating or reducing this term shall be executed and recorded in the office of the Register of Deeds for Outagamie County.
25. The land on all sides and rear of lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

26. No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along lot lines or street lines. A disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.
27. Variations in any of these covenants may be permitted by the developer where he is reasonably satisfied that such variations will be pleasing and generally in keeping with the character of surrounding properties and will not be a detriment to the subdivision as a whole. After the developer no longer owns any lot in the subdivision, requests for variations may be submitted to such review committee(s) as may be convened from among the property owners within the subdivision for consideration and approval or rejection.

PART II. RESTRICTIONS ON USE AND DEVELOPMENT FOR OUTLOTS 1 THROUGH 3.

1. **Purpose.** Outlot 2 shall be deeded to the adjoining neighbor for purpose of access to Chapel Hill Drive. Outlots 1 and 3 shall be permanently retained in a scenic, natural and open condition for conservation and recreational purposes subject to and consistent with drainage functions and improvements for the benefit of the owners of Lots 1 through 37.
2. **Permitted Uses and Structures.** No structures are to be permitted on Outlot 2. The following uses and structures are permitted on Outlots 1 and 3. Drainageways and drainage detention or retention areas and the uses and structures enumerated above for Outlot 1 provided such uses and structures are consistent with and do not interfere with drainage functions and improvements.
3. **Prohibited Uses and Structures.** The following uses and structures are prohibited on Outlots 1 and 3: filling, grading and excavating, except in connection with a permitted use and structure; deposition and extraction of materials except in connection with a permitted use and structure; motorized vehicles or motorized bikes of any kind or nature except for periodic maintenance; the cultivation of agricultural crops, fruits or vegetables; the dumping of ashes, waste, compost or garbage; and the storage of vehicles or equipment of any kind.
4. **Maintenance Easement.** There shall be an affirmative duty to maintain, protect and manage Outlots 1 and 3 consistent with the purpose, permitted uses and structures, and prohibited uses and structures enumerated above. The Town of Ellington shall have the unqualified right to enter upon such Outlots for inspection and, if necessary, maintenance in the event of non performance.

PART III. PROPERTY OWNERS' ASSOCIATION AND ASSESSMENTS

A. CREATION AND ORGANIZATION

1. **Creation.** The Owner (CK Enterprises, LLC) shall create an Ellington Meadows Property Owners' Association as a non profit and non stock corporation. Thereafter, the Owner shall convey fee simple title of Outlots 1 and 3, unencumbered by any lien, to the Association. CK Enterprises, LLC shall deed to the adjoining property Outlot 2 for the purpose of access to Chapel Hill Drive.
2. **Purpose of Association.**
 - a. To own, maintain, protect and use Outlots 1 and 3 consistent with Part II of this Declaration.
 - b. To aid and cooperate with the members of the Association and property owners in the subdivision in the enforcement of these restrictions.

- c. To arrange social and recreational functions for its members.
 - d. To do things necessary to promote the general welfare of the lot owners of the subdivision.
3. **Mandatory Membership.** The Association shall have only one class of members. Every beneficial owner (fee simple ownership as distinguished from a security holder) of Lots 1 through 37 shall be a member. Membership shall terminate on such member's ceasing to be the beneficial owner of a Lot.
 4. **Voting Rights.** Each member in good standing shall be entitled to vote on each matter submitted for a vote to the members. A member shall have one vote for each lot owned. Where two or more owners own a lot, only one vote for such lot shall be allowed and the joint owners shall designate and register with the Secretary of the Association, the name of the owner entitled to cast such single vote.
 5. **Assignment of Rights.** An owner who is a member of the Association may assign his or her membership rights to any tenant residing on the lot. Such assignment shall be effected by filing with the secretary of the Association a written notice of assignment signed by the beneficial owner.
 6. **Annual Meeting.** An annual meeting of the members shall be held in March of each year. The time and place shall be fixed by the Board of Directors.
 7. **Regular and Special Meetings.** In addition to the annual meeting, regular and special meetings may be held at a time and place to be determined by the Board of Directors.
 8. **Notice of Meetings.** Written notice stating the date, time and place of any meeting of members shall be delivered personally or by mail to each member not less than 10 days before the date of such meeting.
 9. **Quorum.** The members holding a majority of the votes that may be cast at any meeting shall constitute a quorum at any meeting.

B. BOARD OF DIRECTORS

1. **General Powers.** The affairs of the Association shall be managed by the Board of Directors subject to any instructions of the members or subject to the approval of the members as may be expressed by a vote of the members. The Board shall consist of not less than three members of the Association. The Board shall assume management of the Association at the first annual meeting after three-quarters of the lots have been sold by the Owner or within five years of the date of recording of these Restrictions, whichever is earlier. Prior to such time, the Owner shall manage the affairs of the Association.
2. **Terms and Offices.** The Board of Directors shall be elected by the members at the annual meeting for a term of three years. The Board of

Directors shall elect officers consisting of president, secretary and treasurer. The president shall preside at all meetings. The secretary shall keep the minutes of all meetings of the Association and the Board of Directors. The treasurer shall receive and deposit all Association funds.

3. **Vacancies.** Vacancies because of death, resignation, disqualification or otherwise may be filled by appointment of the Board until the next annual meeting.

C. FEES AND ASSESSMENTS

1. **Annual Fees.** All lots, except outlots, shall be subject to a general annual fee in the minimum amount of \$100.00 or as may be determined annually by the Association for the purpose of defraying the cost of improving and maintaining the common open space areas and conducting the affairs of the Association. The rate of the annual fee shall be determined during the annual meeting. Annual fee increases above 10 percent may be determined and changed only by two-thirds of the members of the Association approving such increase.
2. **Payment of Fees.** The annual fee shall be due and payable to the Association on or before January 31st of each year.
3. **Special Assessments.** Special assessments may be levied on all lots, except outlots, only by two-thirds of the members of the Association approving such special assessment. Special assessments shall be due and payable on or before the first January 31st following the levy.
4. **Default in Payments.** Any fee or special assessment not paid when due shall bear interest at the rate of 12 percent per annum until paid.
5. **Liens.** All fees and assessments which are not paid when due shall become and remain a lien on the lot in favor of the Association until paid with interest thereon. The owner of any lot shall be personally liable to pay any fee or assessment. The Association may bring any action against a lot owner for the collection of fees and assessments.
6. **Assignment of Fees and Assessments.** In the event any member whose fees and assessments are paid in full, shall, during the year in which such fees and assessments are paid, terminate his or her membership by sale of his or her lot, he or she shall be entitled to assign to the buyer the benefit of the paid fees and assessment.

PART IV. GENERAL PROVISIONS

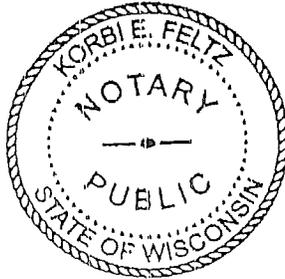
1. **Relation to Public Regulations.** Where the provisions in this Declaration impose greater restrictions than any statute, ordinance or rule, the provisions of this Declaration shall prevail. Where the provisions of any statute, ordinance or rule impose greater restrictions than this Declaration, the provisions of the statute, ordinance or rule shall prevail.

2. **Severability.** Invalidation of any one of the provisions of this Declaration by judgment or order of a court of competent jurisdiction shall not affect any other provision which shall remain in full force and effect.
3. **Enforcement.** These restrictions shall run with the land and be binding upon the Owner, its successors and assigns. All future transfers of any lots shall be made subject to the restrictions, obligations and conditions set forth in this Declaration. It is understood that the acceptance of a deed for any lot by any purchaser is to be considered as an agreement to abide by the restrictions, obligations and conditions of this Declaration. The Association or any lot owner may enforce the provisions of this Declaration by proceedings in law or equity against any person violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages or both. The Town of Ellington may enforce the provisions of Part II of this Declaration.
4. **Modification.** Part I of this Declaration can be amended, waived or terminated in whole or part at any time by execution of a written instrument in recordable form by the owners of at least two-thirds of Lots 1 through 37. Any amendment or modification of Part II, Part III, or Part IV of this Declaration shall require the written approval of any Town or County plat approval authority.

Kurt Lepak (SEAL)
* Kurt Lepak

STATE OF WISCONSIN)
SS
COUNTY OF PORTAGE)

Personally came before me this 24th day of January, 2006, the above named Kurt Lepak to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Korbi E. Feltz
* Korbi E. Feltz
Notary Public, Portage County, WI
My Commission Expires: 8/31/08

Drafted By:

Kurt Lepak
KURT LEPAK

Intergovernmental
Cooperation Agreement

Document Number

Document Title

1698870

Recorded
FEB. 10, 2006 AT 02:43PM
OUTAGAMIE COUNTY
JANICE FLENZ -
REGISTER OF DEEDS
Fee Amount: \$33.00



Recording Area

33.00
12

Name and Return Address

Town of Ellington
Bonnie Fischer
N4399 Mayflower Road
Black Creek, WI 54106

0870-1, 0873, 0874
Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

**INTERGOVERNMENTAL COOPERATION
AGREEMENT FOR EXTRATERRITORIAL WATER
UTILITY SERVICES BETWEEN THE TOWN OF
GREENVILLE AND THE TOWN OF ELLINGTON**

This intergovernmental agreement made and entered into by and between the Town of Greenville, a body corporate and politic, and the Town of Greenville Sanitary District No. 1, (collectively referred to as "Greenville") on the one hand and the Town of Ellington, a body corporate and politic ("Ellington") on the other hand,

WHEREAS, Section 66.0301 Wis. Stats., authorizes towns and sanitary districts as "municipalities" to contract for the joint exercise of any power or duty required or authorized by statute; and

WHEREAS, Section 60.77(5) Wis. Stats. authorizes a town sanitary district to sell any of its services to users outside its corporate limits; and

WHEREAS, portions of both Greenville and Ellington are located within a water well protection area due to the risk of arsenic in the groundwater; and

WHEREAS, the risk of arsenic in the groundwater increases with the installation of additional private wells; and

WHEREAS, Ellington has received for approval, a residential subdivision plat consisting of 59.63 acres and approximately 37 lots, known as "Ellington Meadows" (the "property") located in the Southeast ¼ of Section 34, T22N, R16E near the intersection of S.T.H. 76 and C.T.H. JJ adjacent to Greenville jurisdiction and within close proximity to Greenville public water facilities; and

WHEREAS, Greenville and Ellington declare that the public health, safety and welfare of the residents of both Greenville and Ellington would be promoted by serving the proposed subdivision with the Greenville public water system rather than having a private well installed on each lot; and

WHEREAS, neither Greenville nor Ellington intends to alter municipal boundaries or attach territory of Ellington to the Greenville Sanitary District but rather both Greenville and Ellington desire and intend to allow for the provision of public water by Greenville outside of its borders to a specific development within the borders of Ellington with both Greenville and Ellington maintaining municipal jurisdiction within their respective municipal boundaries; and

WHEREAS, both Greenville and Ellington desire that Greenville be fully compensated for the provision of public water for the property referenced above and more fully described below ; and

WHEREAS, both Greenville and Ellington do not intend that the Agreement be viewed, interpreted or construed as policy, precedent or any obligation whatsoever for the provision of any other municipal services by Greenville to this property or any other property within the municipal boundaries of Ellington, now or in the future,

NOW THEREFORE, in consideration of the mutual promises of the parties, it is hereby agreed as follows:

1. Greenville is authorized and has the right to provide public water facilities to the property located in Ellington described in Exhibit 1 and shown in Exhibit 2 upon the approval of the Ellington Meadows subdivision plat.

2. Approval of this Agreement by the governing bodies of Greenville and Ellington shall not constitute any alteration of municipal boundaries and shall not operate to attach territory of Ellington to Greenville. Both Greenville and Ellington shall maintain municipal jurisdiction within their respective municipal boundaries.

3. The provision of public water facilities by Greenville to the property shall be in accordance with Greenville ordinances and policies and Greenville shall impose charges and fees for such service to the property. The Town of Ellington shall be informed of any significant changes in ordinances and policies of the Town of Greenville concerning the Ellington Meadows subdivision.

4. Neither Greenville nor Ellington shall have a contractual obligation with any private party or owner(s) to provide service. This Agreement is intended to be solely between Greenville and Ellington. Nothing in this Agreement accords any third party any legal or equitable rights whatsoever which may be enforced by any nonparty to the Agreement.

5. It is understood by Greenville and Ellington that the property will be subject to charges for initial service including but not limited to the total direct and indirect costs of extending watermains to the property and within public right-of-ways; plan and engineering review fees, connection fees as well as usage fees. The property shall be charged at exactly the same rates as charged other properties within the Greenville Sanitary District for public water.

6. Monitoring and maintenance of the water main shall be performed by Greenville in accordance with the policies and practices of Greenville.

7. Greenville shall directly invoice third party recipients for water service. Ellington shall pay Greenville directly for services provided and invoiced but not paid by the recipient in a timely manner, if requested by Greenville. Greenville and Ellington shall assist the other in the collection of any unpaid fees or charges. When there are unpaid charges or invoices, Greenville shall notify the Town Clerk of Ellington so that necessary steps can be taken to apply such charges to the tax roll. Unless Ellington pays for unpaid invoices as requested, Ellington shall not have any interest in the method or amount of recovery from any third party property owner receiving services under this Agreement.

8. Greenville and Ellington agree that this Agreement shall not be viewed, interpreted or construed as any policy, precedent or obligation whatsoever for the provision of any other municipal services by Greenville to the property or any other property within the municipal borders of Ellington.

9. In the performance of services under this Agreement, the parties agree not to discriminate against any employee or applicant because of any category prohibited under federal, state or municipal law, rule or regulation including, but not limited to: race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status.

10. This Agreement is intended to provide each party with the right and standing to challenge by court action (including action by certiorari or otherwise to declare any governmental act invalid) any act of the other party that violates this Agreement, following a good faith effort to mediate differences. This Agreement is intended to provide each party with the right and standing to seek any available legal or equitable remedy to enforce or seek damages for the breach of this Agreement.

11. This Agreement represents the entire integrated Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

12. This Agreement may be amended by written agreement approved by the governing bodies of both parties.

13. The parties have entered into this Agreement under the authority of Section 66.30 of the Wisconsin Statutes. Its enforceability will not be affected by changes in the forms of Ellington or Greenville government, or changes in elected officials. The parties agree that this Agreement be construed so as to be binding on their respective successors, agents and employees. The parties will not challenge the provisions of the Agreement or they will be subject to the penalty provisions herein, except upon breach by the other party.

14. The failure of any party to require strict performance with any provision of this Agreement will not constitute a waiver of the provision or any of the parties' rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the party waiving the right. If an obligation of a party is being waived or released, the writing must be signed by all affected parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party. Waivers and releases will affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other party that did not sign the waiver or release.

15. The parties acknowledge that in order to implement this Agreement it may be necessary to obtain approval of other governmental agencies. In all matters necessary to implement this Agreement, the parties agree to seek the approval of such governmental agencies.

16. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which is found to be invalid, as the case may be, shall not be affected thereby.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their duly authorized officers:

TOWN OF ELLINGTON

Dated: 2-9-06

BY:

Orville Johnson
Town Chair

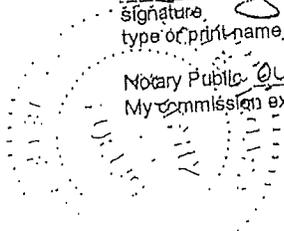
ATTEST:

Bonnie Fischer
Town Clerk

STATE OF WISCONSIN
OUTAGAMIE COUNTY

Personally came before me this 9 day of FEB., 2006 the above named ORVILLE NELSON AND BONNIE FISCHER
to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Roy E. Hegard
signature
type or print name ROY E. HEGARD



Notary Public OUTAGAMIE County,
My commission expires: PERMANENT

Dated: 2-7-06

TOWN OF GREENVILLE

BY: Randy D. Leiker
Town Chair

ATTEST: Deborah Wagner
Town Clerk

TOWN OF GREENVILLE SANITARY
DISTRICT NO. 1

Dated: 2-7-06

BY: Randy D. Leiker
President

ATTEST: Deborah Wagner
Secretary

STATE OF WISCONSIN
OUTAGAMIE COUNTY

Personally came before me this 7th day of Feb., 2006 the above named Randy D. Leiker & Deborah Wagner
to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Lisa A. Beyer
signature
type or print name LISA A BEYER

Notary Public OUTAGAMIE County,
My commission expires 2-18-07

Drafted by Richard J. Carlson
331 E. Washington St.
Appleton WI 54911

Ellington Meadows

Part of Lot 3 Certified Survey Map No. 3891 being part of the Southwest 1/4 of the Southeast 1/4 and part of the Northwest 1/4 of the Southeast 1/4, also part of the Southeast 1/4 of the Southeast 1/4, all located in Section 34, Township 22 North, Range 16 East, Town of Ellington, Outagamie County, Wisconsin

SURVEYOR'S CERTIFICATE

I, Cormac A. Malnis, Registered Land Surveyor, do hereby certify:

That in full compliance with Chapter 236 of the Wisconsin Statutes and the Subdivision ordinances of the Town of Ellington and Outagamie County, and under the direction of the owners listed hereon, I have surveyed, divided and mapped "Ellington Meadows" and this map is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof.

That such plat is located in part of lot 3 of Certified Survey Map No. 3891, being part of the Southwest 1/4 of the Southeast 1/4 and part of the Northwest 1/4 of the Southeast 1/4, also part of the Southeast 1/4 of the Southeast 1/4, all located in Section 34, Township 22 North, Range 16 East, Town of Ellington, Outagamie County, Wisconsin more fully described as follows:

Commencing at the south 1/4 corner of said section 34;
Thence south 89 degrees 47 minutes 20 seconds East, 1029.39 feet along the south line of said Southeast 1/4 to the point of beginning;
Thence North 00 degrees 12 minutes 56 seconds East, 399.00 feet;
Thence North 89 degrees 47 minutes 04 seconds West, 500.00 feet along the North line of CSM 3891;
Thence North 00 degrees 12 minutes 56 seconds East, 219.19 feet along the East line of CSM 3985;
Thence North 89 degrees 47 minutes 04 seconds West, 525.74 feet along the North line of CSM 3985;
Thence North 00 degrees 33 minutes 09 seconds East, 1367.19 feet along the West line of the Southeast 1/4 of said Section 34;
Thence South 88 degrees 41 minutes 37 seconds East, 1283.82 feet along the North line of CSM 3891;
Thence South 00 degrees 28 minutes 10 seconds West, 1307.89 feet along the East line of CSM 3891;
Thence South 89 degrees 25 minutes 27 seconds East, 615.53 feet;
Thence South 00 degrees 56 minutes 01 seconds East, 300.10 feet;
Thence South 89 degrees 25 minutes 27 seconds East, 741.10 feet;
Thence South 00 degrees 23 minutes 02 seconds West, 20.25 feet;
Thence North 89 degrees 47 minutes 20 seconds West, 268.06 feet;
Thence South 00 degrees 23 minutes 02 seconds West, 325.00 feet;
Thence North 89 degrees 47 minutes 20 seconds West, 1353.63 feet along the South line of the Southeast 1/4 of said Section 34 to the point of beginning.

Said parcel contains 2,585,929 sq. ft. 59.36 acres, more or less.

I hereby certify that this is a correct representation of all existing land divisions and features and that I have fully complied with the provisions of the Subdivision Ordinances of the Town of Ellington and Outagamie County.

That this plat is a correct representation of the exterior boundaries and the subdivision of the said described parcel.

Dated this ____ day of _____, 2005.

Cormac A. Malnis, RLS No. S-21286

TREASURER'S CERTIFICATE

Certificate of the Outagamie County Treasurer:

State of Wisconsin)

County of Outagamie) ss

I, Dina M. Mumford, being the duly elected qualified and county treasurer of the County of Outagamie, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments, as of this ____ day of _____, 2005 on any of the land included in this Plat.

Dated this ____ day of _____, 2005.

Dina M. Mumford, Outagamie County Treasurer

Certificate of the Town of Ellington Treasurer:

State of Wisconsin)

County of Outagamie) ss

I, Marlene Parker, being the duly elected qualified and town treasurer of the Town of Ellington, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this ____ day of _____, 2005 on any of the land included in this plat.

Dated this ____ day of _____, 2005.

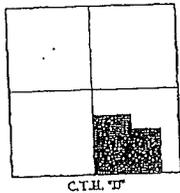
Marlene Parker, Town of Ellington Treasurer

Ellington Meadows

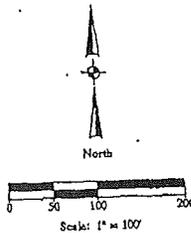
Part of Lot 3 Certified Survey Map No. 3891 being part of the Southwest 1/4 of the Southeast 1/4 and part of the Northwest 1/4 of the Southeast 1/4, also part of the Southeast 1/4 of the Southeast 1/4, all located in Section 34, Township 22 North, Range 16 East, Town of Ellington, Outagamie County, Wisconsin

Ellington Meadows

SE 1/4 of Section 34, T22N, R16E, Town of Ellington, Outagamie County, Wisconsin.

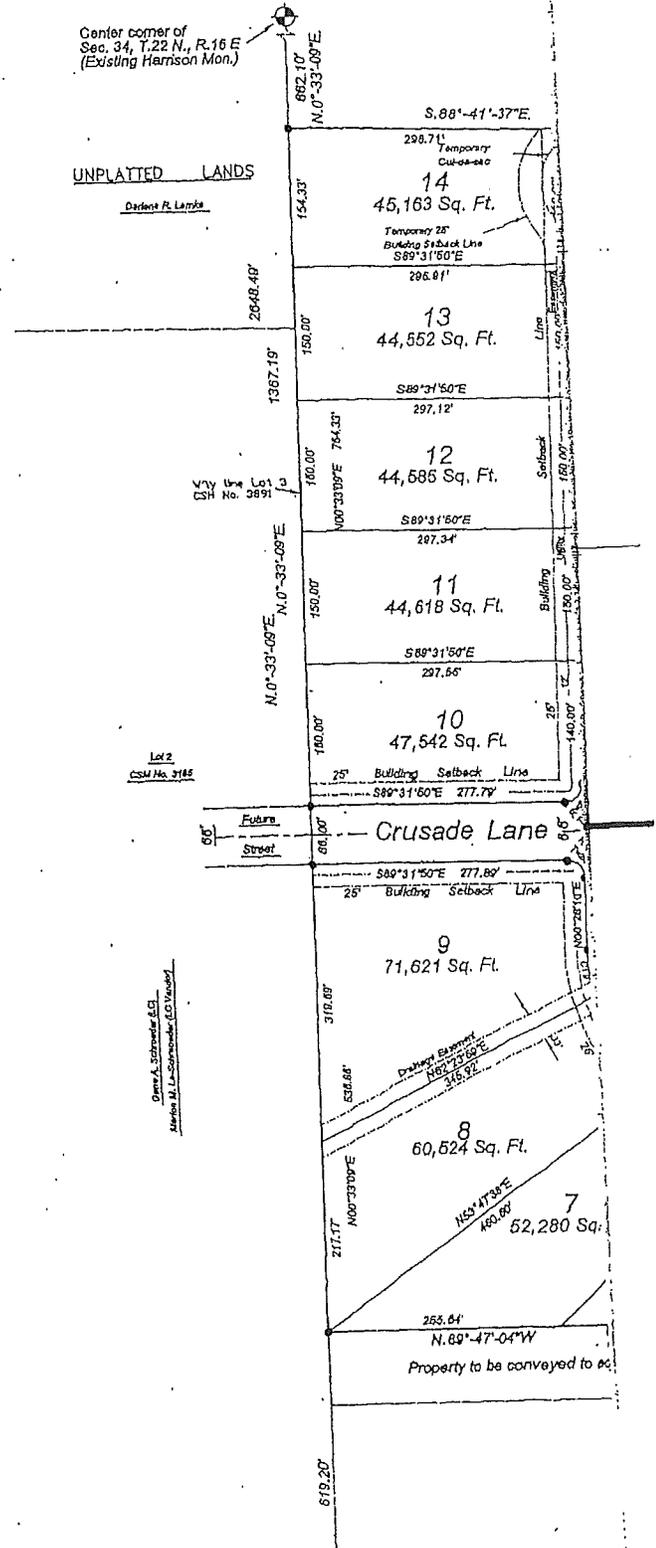


Bearings Referenced to the Outagamie County Coordinate System

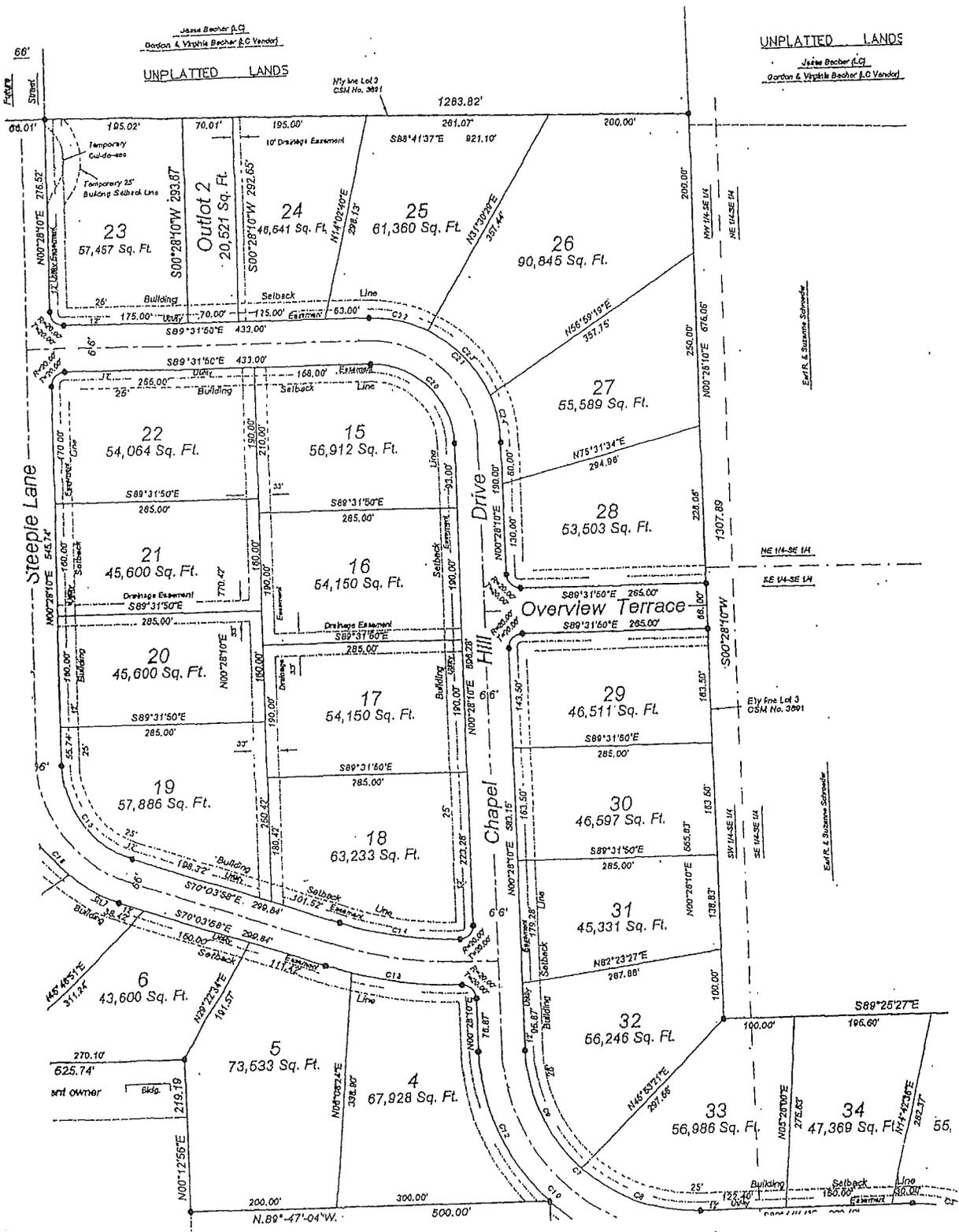


Legend:

- ⊕ EXISTING COOK COUNTY MONUMENT
- EXISTING 1" IRON PIPE FOUND
- SET 2.00" IRON PIPE (MIN. WT. 3.48 LBS/LIN. FT.)
- SET 1.00" IRON PIPE (MIN. WT. 1.74 LBS/LIN. FT.) AT ALL OTHER CORNERS



Oliver A. Schmeider, E.C.
Marion M. L. Schmeider, C.C. VanDyke



This instrument by:
 Corrado A. Nicolini
 Mead & Hunt, Inc.
 Green Bay, WI
 Job No. 07146-00-04001

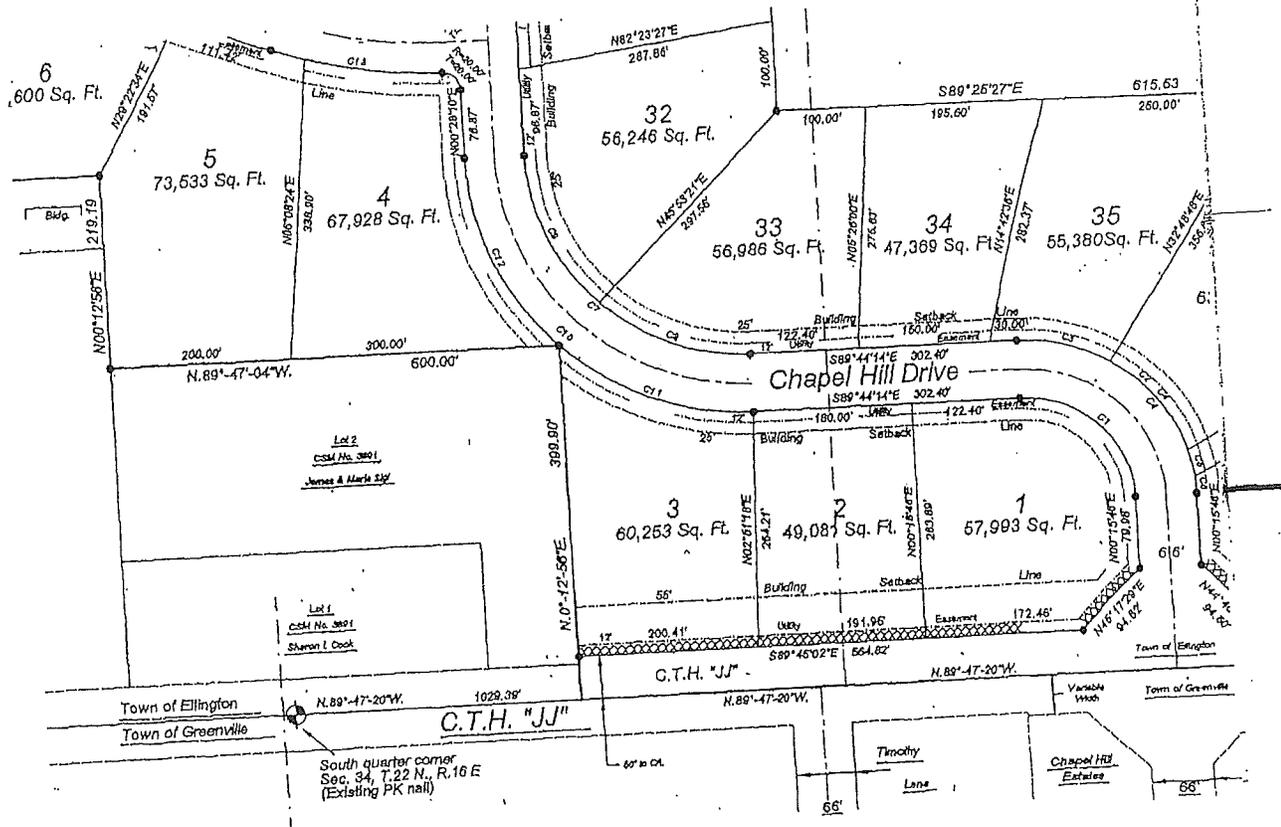


ENGINEERS &
 ARCHITECTS
 SCIENTISTS
 PLANNERS

MEAD & HUNT, INC.
 13433 North Road
 Green Bay, Wisconsin 54313-5723
 920-496-0500
 Fax: 920-496-0576
 www.meadhunt.com

Ellington Meadows

Part of Lot 3 Certified Survey Map No. 3891 being part of the Southwest 1/4 of the Southeast 1/4 and part of the Northwest 1/4 of the Southeast 1/4, also part of the Southeast 1/4 of the Southeast 1/4, all located in Section 34, Township 22 North, Range 16 East, Town of Ellington, Outagamie County, Wisconsin



Curve Table

CURVE	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT IN	TANGENT OUT
C1	183.78	117.00	106.48	S44°44'14"E	00°00'00"	S80°44'14"E	S00°16'48"W
C2	287.48	183.00	268.80	S44°44'14"E	00°00'00"	S80°44'14"E	S00°16'48"W
C3	103.07	183.00	102.67	S73°27'43"E	32°33'02"		
C4	133.06	183.00	130.14	S34°21'29.6"E	41°50'26"		
C5	31.68	183.00	18.86	S10°35'10"E	0°53'10"		
C6	18.00	183.00	18.86	S02°41'24"E	8°54'10"		
C7	374.66	237.00	397.05	N44°38'02"W	00°12'24"	N80°44'14"W	N00°28'10"E
C8	182.97	237.00	178.50	N67°42'43"W	44°04'01"		
C9	191.68	237.00	186.44	N22°34'01.6"W	40°08'23"		
C10	478.46	303.00	430.65	N44°38'02"W	00°12'24"	N80°44'14"W	N00°28'10"E
C11	236.63	303.00	229.68	N87°32'03"W	44°24'22"		
C12	242.03	303.00	236.61	S22°25'51"E	45°48'02"		
C13	195.00	674.00	184.06	N70°47'54"W	19°27'52"	N80°31'50"W	N70°03'58"W
C14	172.58	608.00	171.76	N70°47'54"W	19°27'52"	N80°31'50"W	N70°03'58"W
C15	180.07	147.00	169.76	N34°47'54"W	70°32'08"	N70°03'58"W	N00°28'10"E
C16	242.22	213.00	216.07	N34°47'54"W	70°32'08"	N70°03'58"W	N00°28'10"E
C17	83.41	213.00	82.68	N60°50'51"W	22°20'14"		
C18	124.62	213.00	122.78	N30°52'52"W	33°29'44"		
C19	64.29	213.00	64.14	N08°49'56"W	14°36'10"	S80°31'50"E	S00°28'10"W
C20	183.78	117.00	166.46	S44°44'14"E	00°00'00"	S80°44'14"E	S00°16'48"W
C21	287.48	183.00	268.80	S44°44'14"E	00°00'00"	S80°44'14"E	S00°16'48"W
C22	64.00	183.00	66.14	S76°55'04"E	27°13'07"		
C23	130.07	183.00	127.34	S41°58'38"E	40°43'20"		
C24	70.43	183.00	70.00	S10°33'24"E	22°03'08"		

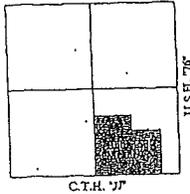
Legend:

- EXISTING DOWNSIDE CURBLINE MONUMENT
- EXISTING 1" IRON PIPE FOUND
- SET 2.00' FROM PIPE (MIN. WT. 3/8" S&L S&L FT)
- SET 1.00' FROM PIPE (MIN. WT. 1.125" S&L S&L FT)
- AT ALL OTHER CORNERS

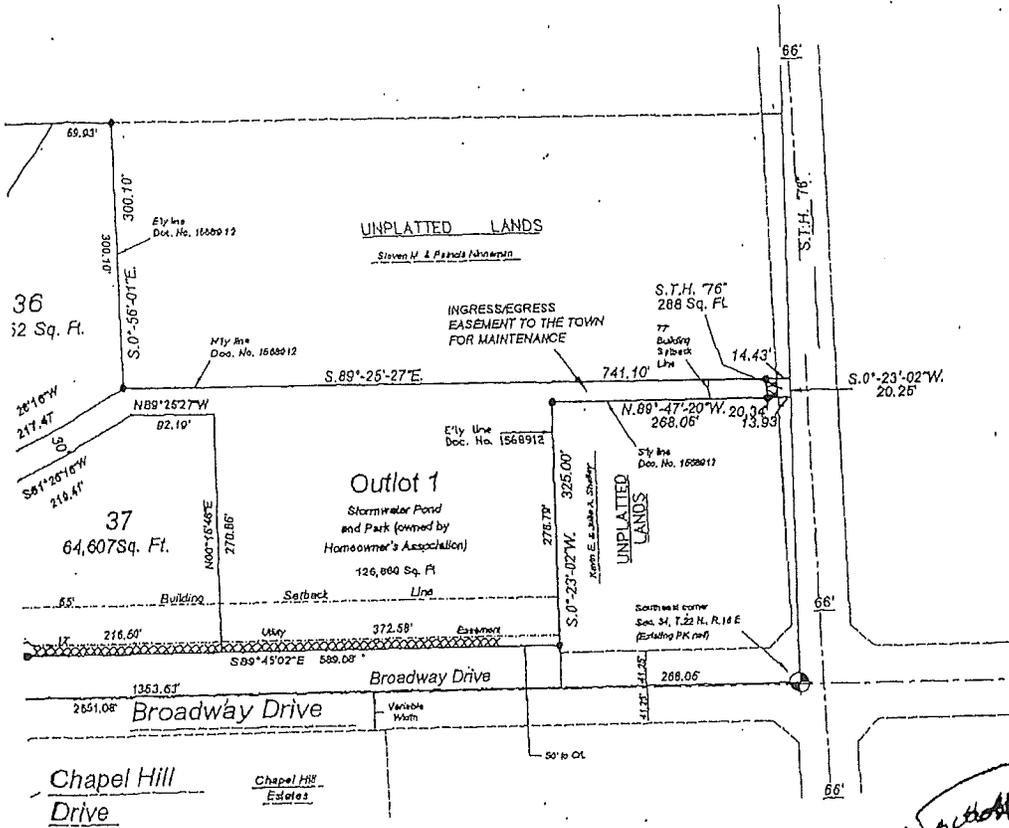
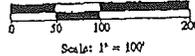
Notes:

- 1) THE LAND OF THE SUBDIVIDE PROVIDE FOR
- 2) EACH LOT ON CONFORM TO ELEVATION FOR
- 3) NO POLES, P SURVEY STAKE, DISTURBANCE OF THE WISCOI
- 4) EACH LOT ON PATTERN.
- 5) ALL PLAT W. ELLINGTON AN.

Ellington Meadows
SE 1/4 of Section 34, T22N, R16E, Town of
Ellington, Outagamie County, Wisconsin.



Bearings Referenced to the Outagamie
County Coordinate System



Restrictive Covenants for Storm Water Management

SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY
D MAINTAINED BY THE ADJOINING PROPERTY OWNERS TO
WATER DRAINAGE OF SURFACE WATER.

I SHALL GRADE THE PROPERTY ADJUTING A STREET TO
DOPTED SIDEWALK GRADE ELEVATION AND MAINTAIN SAID
TURE SIDEWALKS.

ITALS OR BURIED CABLE ARE TO BE PLACED AS TO DISTURB ANY
OBSTRUCT VISION ALONG ANY LOT LINES OR STREET LINE A
SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32
STATUTES.

3 SHALL CONFORM TO THE TOWN ADOPTED REAR LOT DRAINAGE

RE SUBJECT TO THE SANITARY LAWS OF THE TOWN OF
TAGAMIE COUNTY ZONING.

1) DRAINAGE EASEMENT RESTRICTIONS. THE FOLLOWING USES AND STRUCTURES
ARE PROHIBITED WITHIN ALL DRAINAGE EASEMENTS IN THE SUBDIVISION PLAT:
FILLING, GRADING AND EXCAVATING, EXCEPT FOR CONSTRUCTION OF DRAINAGE
WAYS AND DRAINAGE FACILITIES; THE CULTIVATION OF CROPS, FRUITS OR
VEGETABLES; THE DUMPING OR DEPOSITING OF ASHES, WASTE, COMPOST OR
MATERIALS OF ANY KIND; THE STORAGE OF VEHICLES, EQUIPMENT, MATERIALS OR
PERSONAL PROPERTY OF ANY KIND; AND CONSTRUCTING, ERECTING OR MOVING
ANY BUILDING OR STRUCTURE, INCLUDING FENCES, WITHIN THE DRAINAGE
EASEMENT.

2) MAINTENANCE OF DRAINAGE IMPROVEMENTS. MAINTENANCE OF DRAINAGE WAYS
AND ASSOCIATED DRAINAGE IMPROVEMENTS SHALL BE THE RESPONSIBILITY OF THE
PROPERTY OWNERS OF THE SUBDIVISION PLAT. OUTAGAMIE COUNTY AND THE
TOWN RETAIN THE RIGHT TO PERFORM MAINTENANCE OR REPAIRS. THE COST OF
THE MAINTENANCE AND REPAIRS SHALL BE EQUALLY ASSESSED AMONG THE
PROPERTY OWNERS OF THE SUBDIVISION, THE PURCHASE OF ANY LOT
CONSTITUTES A WAIVER OF OBJECTION AND AGREEMENT TO PAY ANY SUCH
ASSESSMENT WHICH SHALL BE PLACED ON THE TAX BILL AS SPECIAL ASSESSMENT.

3) DRAINAGE MAINTENANCE EASEMENT. OUTAGAMIE COUNTY AND THE TOWN SHALL
HAVE AN UNQUALIFIED RIGHT TO ENTER UPON ANY DRAINAGE EASEMENT FOR
INSPECTION AND, IF NECESSARY, MAINTENANCE AND REPAIR OF THE DRAINAGE
WAYS AND ASSOCIATED DRAINAGE IMPROVEMENTS.

1702663

We Energies
DISTRIBUTION EASEMENT
SUBDIVISION

Document Number

WR NO. 185152

For good and valuable consideration which CK ENTERPRISES, LLC, hereinafter referred to as "grantor", owner of land, acknowledges receipt of, grants and warrants to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, hereinafter referred to as "grantee", a permanent easement upon, and beneath a part of grantor's land hereinafter referred to as "easement area".

The easement area are those areas shown on the Plat as "utility easement" in ELLINGTON MEADOWS, being a subdivision of part of the SE 1/4 of Section 34, Township 22 North, Range 16 East, Town of Ellington, Outagamie County, Wisconsin;

- 1. Purpose:** The purpose of this easement is to install, operate, maintain and replace underground utility facilities, conduit and cables, electric pad-mounted transformers, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by grantee, for such purposes as the same is now or may be deemed necessary by grantee, and for sounds, signals, communication and telecommunication purposes, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas," together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvement on, or on adjacent lots. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with the grantees' use of the easement area
- 2. Access:** Grantees and their agents shall have the right to enter upon the subdivided property for the purpose of exercising their rights in the easement area.
- 3. Buildings or Other Structures:** Buildings or other structures shall not be placed over grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of grantees.
- 4. Elevation:** After installation of such facilities, the grade of the subdivided property shall not be altered by more than 4 inches without the written consent of grantees..
- 5. Restoration:** Grantee agrees to restore or cause to have restored the grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by the grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or to any trees, bushes, branches or roots which may interfere with grantee's use of the easement area.
- 6. Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
- 7.** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Recorded
MAR. 13, 2006 AT 02:45PM
OUTAGAMIE COUNTY
JANICE FLENZ
REGISTER OF DEEDS
Fee Amount: \$13.00



138
RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

(Parcel Identification Number)

Grantor: CK ENTERPRISES, LLC

By Charles E. Schellin
Charles E. Schellin

By _____

Acknowledged before me in Portage County, Wisconsin, on 10-25, 2005, by

Charles E. Schellin, the managing member of CK ENTERPRISES, LLC.

Peggy A. Kontney
Peggy A. Kontney

Notary Public, State of Wisconsin

My commission expires 01-22-06

(NOTARY STAMP/SEAL)

n:\data\we\template\real estate\lease07.dot

1702781

Recorded
MAR. 14, 2006 AT 03:41PM
OUTAGAMIE COUNTY
JANICE FLENZ
REGISTER OF DEEDS
Fee Amount: \$17.00



Document No.

**TOWN OF ELLINGTON PUBLIC
IMPROVEMENT AGREEMENT**

THIS AGREEMENT, made by and between the TOWN OF ELLINGTON, Outagamie County, Wisconsin, a body politic and municipal corporation, by its Town Board of Supervisors ("Town") and CK ENTERPRISES, LLC, the Owner and Subdivider ("Subdivider");

WHEREAS, the Subdivider has proposed to develop property lying within the Town of Ellington, Outagamie County, Wisconsin, described in Exhibit 1 attached hereto; and

WHEREAS, the Subdivider has prepared and submitted for approval by the Town a subdivision plat named ELLINGTON MEADOWS which requires the installation of public improvements; and

WHEREAS, the Town of Ellington requires that such public improvements be constructed by the Subdivider at the Subdivider's expense and that as a condition of approval of a subdivision plat, the Subdivider enter into an agreement with the Town to install and pay the full cost of such public improvements and to provide the Town with a financial guarantee for the full costs of constructing such improvements as a condition of Town approval; and

WHEREAS, the Town and the Subdivider have agreed to the estimated costs of required public improvements and the method of financial security for the payment of costs of the public improvements,

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. The Subdivider shall construct the following public improvements within 2 years according to Town specifications subject to review and inspection by the Town: public water mains, laterals, and appurtenances; site grading including drainageways and drainage improvements; road excavation and grading; aggregate base course and

ENVELOPE

Return To:
Town of Ellington
c/o Bonnie Fischer, Clerk
N 4399 Mayflower Rd
Black Creek, WI 54106

17.00
④

Tax Parcel Number

culverts; asphalt underlayment; and final asphalt mat. The estimated costs of public improvements are as follows:

a. Water main, service connection, hydrants	142,020.00
b. 18" diameter culvert (CMP)	\$17,820.00
c. 18 Concrete flared endwalls and a riprap and filter splash pad	6,300.00
d. Excavating & Grading (including topsoil)	42,900.00
e. Breaker run subbase	48,300.00
f. Crushed aggregate base	24,150.00
g. Detention pond construction including landscaping, outfall structures, etc	40,500.00
h. Landscaping pulverized topsoil, seeding, fertilizing	22,275.00
i. Asphalt Underlayment	<u>42,000.00</u>
	386,265.00
	SUBTOTAL
	38,626.50
10% Engineering & Contingency	
	TOTAL
	424,891.50

2. To ensure that the above referenced public improvements will be timely constructed to Town specifications and as a condition of approval of the subdivision plat, the Subdivider shall provide a financial guarantee in the form of an irrevocable letter of credit for the benefit of the Town and in the name of the Town, in the amount of 100 percent of the above estimated cost. The letter of credit shall be irrevocable, for a term of not less than two years and require only that the Town present the credit with a sight draft and written notice signed by the Town Chairman and attested to by the Clerk of the Town's right to draw funds under the credit. The issuer of the letter of credit shall be acceptable to the Town.

3. The Subdivider acknowledges that there shall be a park fee of \$500.00 for each of the thirty-seven (37) new lots created and that such park fees in the amount of \$18,500.00 shall be due and payable at the time of final plat approval.

4. The Subdivider shall pay the full cost of the final pavement of all public streets in the subdivision plat. Final pavement of streets shall be completed upon 50 percent of the lots being built upon or five (5) years, or by order of the Town Board, whichever comes first. The estimated cost of the final pavement is \$ 28,875.00. The Subdivider shall provide a financial guarantee in the form of an escrow account in the amount of 125 percent of the estimated cost for the asphalt underlayment and the final pavement (\$36,093.75). The escrow account shall be with the Town of Ellington or a third party acceptable to the Town.

5. The Subdivider shall pay Town legal and administrative costs in the amount of \$900.00 as a condition of subdivision plat approval.

6. The Subdivider shall provide the Town with all engineering and drainage plans showing the locations of appurtenances and features. The subdivider shall install all street signs and traffic signs after grading and gravelling.

7. The Subdivider shall guarantee all improvements against defects due to faulty materials or workmanship which appear within one year from the date of acceptance of the improvements by the Town, provided, however, that for roads constructed between November 15 through May 1, there will be a warranty period of three years from acceptance of the gravel base.

8. The Subdivider hereby waives any required statutory special assessment notices or proceedings.

9. ~~This agreement shall bind the Subdivider, his, her or its successors and assigns and shall constitute a covenant running with the property.~~

Dated this 15 day of Feb, 2006.

SUBDIVIDER/OWNER

Kurt Lepak
Kurt Lepak,
CK Enterprises, LLC
Subdivider/Owner

TOWN OF ELLINGTON

Orville Nelson
Orville Nelson, Town Chair

ATTEST:

Bonnie Fischer
Bonnie Fischer, Town Clerk

Personally came before me this 23rd
day of February, 2006, the above
Kurt Lepak
to me known to be the person(s) who
executed the foregoing instrument and
acknowledged the same.

Richard J. Carlson
Notary Public, State of Wisconsin
My commission expires: August 5, 2007

Personally came before me this 9th
day of MARCH, 2006, the above
Orville Nelson and Bonnie Fischer
to me known to be the person(s) who
executed the foregoing instrument and
acknowledged the same.

Ray E. Hegard
Notary Public, State of Wisconsin
My commission expires: 15 PERMANENT

This instrument drafted by:
Richard J. Carlson
331 E. Washington St.
Appleton WI 54911

Ellington Meadows

Part of Lot 3 Certified Survey Map No. 3891 being part of the Southwest 1/4 of the Southeast 1/4 and part of the Northwest 1/4 of the Southeast 1/4, also part of the Southeast 1/4 of the Southeast 1/4, all located in Section 34, Township 22 North, Range 16 East, Town of Ellington, Outagamie County, Wisconsin

SURVEYOR'S CERTIFICATE

I, Cormac A. Molnais, Registered Land Surveyor, do hereby certify:

That in full compliance with Chapter 236 of the Wisconsin Statutes and the Subdivision ordinances of the Town of Ellington and Outagamie County, and under the direction of the owners listed hereon, I have surveyed, divided and mapped "Ellington Meadows" and this map is a correct representation of all the exterior boundaries of the land surveyed and the subdivision there of.

That such plat is located in part of lot 3 of Certified Survey Map No. 3891, being part of the Southwest 1/4 of the Southeast 1/4 and part of the Northwest 1/4 of the Southeast 1/4, also part of the Southeast 1/4 of the Southeast 1/4, all located in Section 34, Township 22 North, Range 16 East, Town of Ellington, Outagamie County, Wisconsin more fully described as follows;

Commencing at the south 1/4 corner of said section 34;
Thence south 89 degrees 47 minutes 20 seconds East, 1029.39 feet along the south line of said Southeast 1/4 to the point of beginning;
Thence North 00 degrees 12 minutes 56 seconds East, 399.00 feet;
Thence North 89 degrees 47 minutes 04 seconds West, 500.00 feet along the North line of CSM 3891;
Thence North 00 degrees 12 minutes 56 seconds East, 219.19 feet along the East line of CSM 3985;
Thence North 89 degrees 47 minutes 04 seconds West, 525.74 feet along the North line of CSM 3985;
Thence North 00 degrees 33 minutes 09 seconds East, 1367.19 feet along the West line of the Southeast 1/4 of said Section 34;
Thence South 88 degrees 41 minutes 37 seconds East, 1283.82 feet along the North line of CSM 3891;
Thence South 00 degrees 28 minutes 10 seconds West, 1307.89 feet along the East line of CSM 3891;
Thence South 89 degrees 25 minutes 27 seconds East, 615.53 feet;
Thence South 00 degrees 56 minutes 01 seconds East, 300.10 feet;
Thence South 89 degrees 25 minutes 27 seconds East, 741.10 feet;
Thence South 00 degrees 23 minutes 02 seconds West, 20.25 feet;
Thence North 89 degrees 47 minutes 20 seconds West, 268.06 feet;
Thence South 00 degrees 23 minutes 02 seconds West, 325.00 feet;
Thence North 89 degrees 47 minutes 20 seconds West, 1353.63 feet along the South line of the Southeast 1/4 of said Section 34 to the point of beginning.

Said parcel contains 2,585,929 sq. ft. 59.36 acres, more or less.

I hereby certify that this is a correct representation of all existing land divisions and features and that I have fully complied with the provisions of the Subdivision Ordinances of the Town of Ellington and Outagamie County.

That this plat is a correct representation of the exterior boundaries and the subdivision of the said described parcel.

Dated this ____ day of _____, 2005.

Cormac A. Molnais, RLS No. S-2286

TREASURER'S CERTIFICATE

Certificate of the Outagamie County Treasurer:

State of Wisconsin)

County of Outagamie) as

I, Dina M. Mumford, being the duly elected qualified and county treasurer of the County of Outagamie, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments, as of this ____ day of _____, 2005 on any of the land included in this Plat.

Dated this ____ day of _____, 2005.

Dina M. Mumford, Outagamie County Treasurer

Certificate of the Town of Ellington Treasurer:

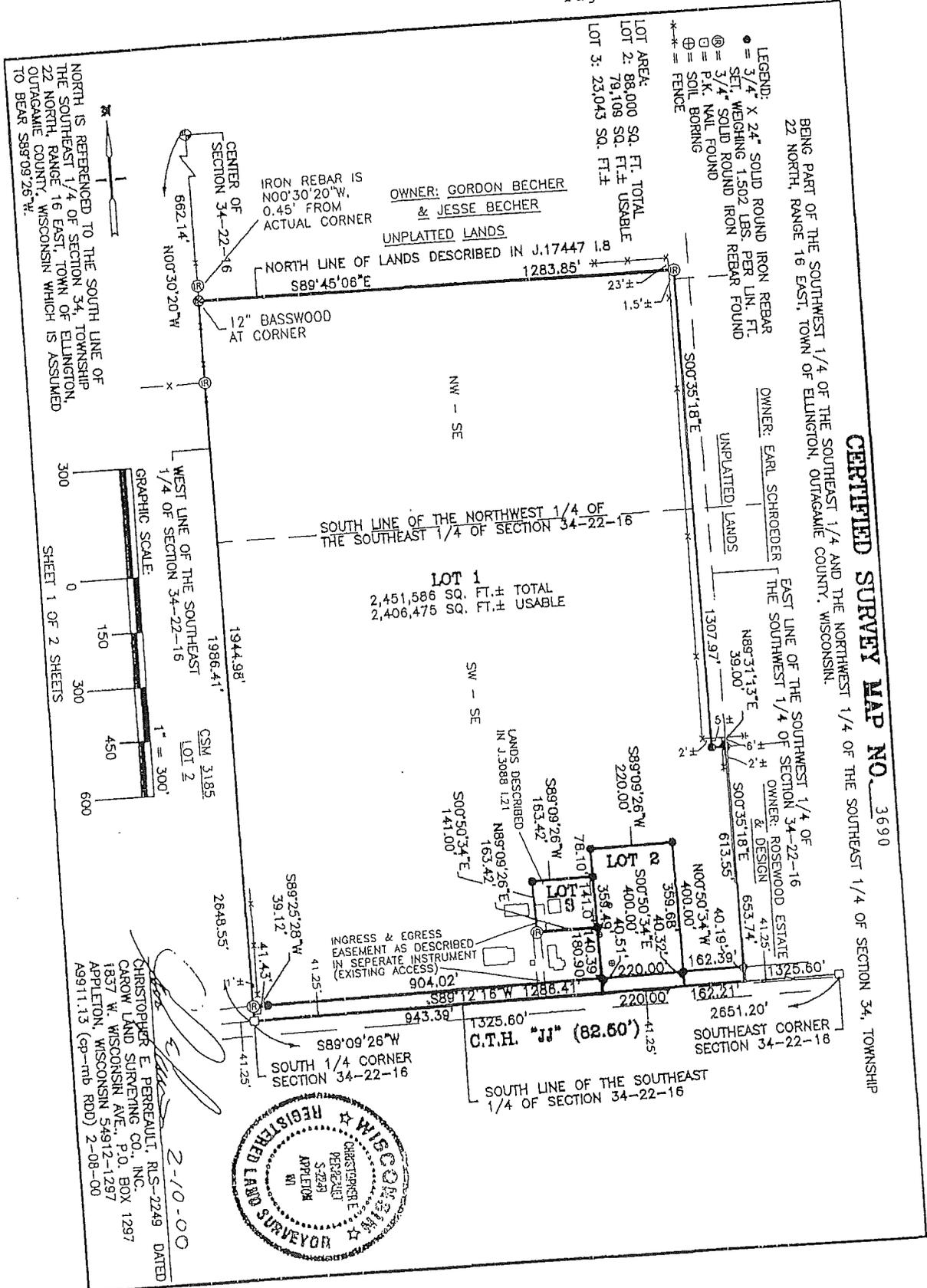
State of Wisconsin)

County of Outagamie) as

I, Marlene Parker, being the duly elected qualified and town treasurer of the Town of Ellington, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this ____ day of _____, 2005 on any of the land included in this plat.

Dated this ____ day of _____, 2005.

Marlene Parker, Town of Ellington Treasurer





CERTIFIED SURVEY MAP NO. 3690

SURVEYOR'S CERTIFICATE:

I, CHRISTOPHER E. PERREAULT, REGISTERED WISCONSIN LAND SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 34, TOWNSHIP 22 NORTH, RANGE 16 EAST, TOWN OF ELLINGTON, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 34; THENCE N00°30'20"W, 1986.41 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 34 TO A NORTH LINE OF LANDS DESCRIBED IN JACKET 17447, IMAGE 8; THENCE S89°45'06"E, 1283.85 FEET ALONG SAID NORTH LINE TO AN EAST LINE OF SAID DESCRIBED LANDS; THENCE S00°35'18"E, 1307.97 FEET ALONG SAID EAST LINE TO A NORTH LINE OF SAID DESCRIBED LANDS; THENCE N89°31'13"E, 39.00 FEET ALONG SAID NORTH LINE TO AN EAST LINE OF SAID DESCRIBED LANDS; THENCE S00°35'18"E, 653.74 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 34; THENCE S89°09'26"W, 1325.60 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I HAVE MADE SUCH SURVEY UNDER THE DIRECTION OF MILLIE SIGL, W7044 C.T.H. "JJ", HORTONVILLE, WISCONSIN 54944.

THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES OF THE LAND SURVEYED.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION ORDINANCE OF OUTAGAMIE COUNTY.



Christopher E. Perreault

2-10-00

CHRISTOPHER E. PERREAULT, RLS-2249
CAROW LAND SURVEYING CO., INC.
P.O. BOX 1297, 1837 W. WISCONSIN AVE.
APPLETON, WISCONSIN 54912-1297
A9911.13 cp mb RFR 2-23-00

DATED

PLANNING DEPARTMENT APPROVAL:

THIS CERTIFIED SURVEY MAP WAS REVIEWED BY THE OUTAGAMIE COUNTY PLANNING DEPARTMENT.

David Johnson

2-24-2000

SIGNED

DATED

NOTES:

- (1) THIS CSM IS ALL OF TAX PARCEL NO. (S): 08-0-0870-01, 08-0-0872-00 AND 08-0-0872-01.
- (2) THE PROPERTY OWNER (S) OF RECORD IS (ARE): JAMES H. SIGL, BONNIE M. CARROLL, JEAN C. WERNER, NANCY A. RASMUSSEN, JOYCE C. MUEHLBERGER, SHARON I. COOK, GARY R. SIGL, LARRY O. SIGL, SHIRLEY A. QUELLA, MARIE SIGL, AND LAND CONTRACT INTEREST OF NORBERT SIGL AND MILDRED SIGL.
- (3) THE CSM IS WHOLLY CONTAINED WITHIN THE PROPERTY DESCRIBED IN THE FOLLOWING RECORDED INSTRUMENT (S): JACKET 17447, IMAGE 8 AND JACKET 3088, IMAGE 21.

AFFIDAVIT OF CORRECTION

PLAT OF ELLINGTON MEADOWS, CABINET-J, PAGE-99
DOCUMENT #1696648

1749390

Recorded
APR. 27, 2007 AT 11:20AM
OUTAGAMIE COUNTY
JANICE FLENZ
REGISTER OF DEEDS

Fee Amount: \$11.00



Pursuant to s.236.295 (a)(a), Wis. Stats., I, Cormac A. McInnis, Registered Land Surveyor, S-2286, hereby certify that the Plat of Ellington Meadows recorded in Cabinet "J" on page 99, Document #1696648, Outagamie County Register of Deeds, located in the City of Appleton, Outagamie County, Wisconsin, contains errors in the following location;

On the 3rd page of said plat in the surveyors certificate, the first call after the point of beginning in the legal description reads, "Thence North 00 degrees 12 minutes 56 seconds East, 399.00 feet;"

And should read "Thence North 00 degrees 12 minutes 56 seconds East, 399.90 feet;" as it is shown on the map portion on page 1 of 3.

Enter on Plat _____

11.00
①

Dated this 16 day of February, 2007.

Name and Return Address
Cormac A. McInnis, R.L.S.
Mead & Hunt, Inc.
1345-B North Road, Suite 100
Green Bay, WI 54313-5723

37

CAMCR

Cormac A. McInnis, S-2286

Parcel Identification Number (PIN)

STATE OF WISCONSIN)
)
COUNTY OF BROWN)

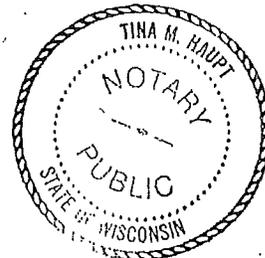
Personally came before me this 16 day of February, 2007 the above-named, Cormac A. McInnis, to me known to be the person who executed the foregoing instrument and acknowledged the same as his own act and deed.

Tina M Haupt

Tina Haupt

Notary Public
State of Wisconsin
My Commission expires

3-7-10



Drafted by: Cormac A. McInnis



PRIVACY POLICY NOTICE

LandAmerica Financial Group, Inc. and its family of affiliated companies ("LandAmerica") respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the LandAmerica Privacy Policy.

LandAmerica provides title insurance and other real estate services through its affiliates. The three largest members of the LandAmerica family, Commonwealth Land Title Insurance Company, Lawyers Title Insurance Corporation, and Transnation Title Insurance Company, and their title affiliates, issue title policies and handle real estate closings across the country. You may review a complete list of the LandAmerica family of affiliates covered by this Privacy Policy on our website at <http://www.landam.com> under the privacy policy link or request a copy be sent to you from the address listed below. The LandAmerica Privacy Policy applies to all LandAmerica customers, former customers and applicants. Please visit our website for an explanation of our privacy practices relating to electronic communication.

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements. Additionally, some LandAmerica affiliates may share information about their transaction and experiences with you in order to identify opportunities to market other LandAmerica services or products that may be useful to you.

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

Title insurance agents may be covered by this policy: If your transaction goes through a title insurance agent that is not part of the LandAmerica family, the agent handling your transaction should provide you with the agent's own privacy policy or evidence that the agent has adopted our policy.

If you have any questions about this privacy statement or our practices at LandAmerica, please email us at customerservice@landam.com or write us at: LandAmerica Privacy, P.O. Box 27567, Richmond, VA 23261-7567