

# ST. BONAVENTURE EAST FIRST ADDITION

The Redivision of Lots 1-16 and part of Lot 17, and Vacated Theophane Avenue and Valerian Avenue in St. Bonaventure East, a Recorded Subdivision and Being Part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 21, Township 3 North, Range 22 East, in the Village of Sturtevant, Racine County, Wisconsin.

## SURVEYOR'S CERTIFICATE

l, Mark R. Madsen, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped the plat of St. Bonaventure East First Addition, being a re-division of Lots 1 through 16 and part of Lot 17 and Vacated St. Bonaventure East. First Addition, geing a re-division of LOIS 1 (in order to and part of Lot 17 and Valentea Theophane Avenue and Valentan Avenue, in St. Bonaventure East, a recorded Subdivision, and part of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 21, Township 3 North, Range 22 East, all in the Village of Sturtevant, Racine County, Wisconsin bounded as follows: Commence at a point on the East line of Section 21 located So1\*43'27"E 17.63 feet from the Northeast corner of said Section 21; thence S88\*16'33"W 33.00 Section 21 located 501.43 27 F 17.63 feet from the not meast corner of said section 21 located 501.43 27 F 1445.84 feet to the West line of 90th Street and the point of beginning of this description; run themee S01.43 27 F 1445.84 feet along said West line to the North line of Beacon Park Subdivision; thence N89 58 41 W 210.10 feet along said North line; thence N01°43'27"W 417.90 feet; thence N58°24'52"W 120.75 feet; thence N01°43'27"W 237.87 feet; thence N46°51'17"E 134.57 feet; thence N01°43'27"W 632.31 feet; thence N88"16'33"E 210.00 feet to the West line of 90th Street and point of beginning. Containing 7.705 acres.

I further certify that this plat is a correct representation of the exterior boundaries of said land and of the division thereof made; that I have made such survey, land division and plat by the direction of the Owner, and that have fully complied with Chapter 236 of the Wisconsin Statutes and the regulations of the Village of Sturtevant.

December 5, 2017 Machen Mark R. Madsen \$-2271
Nielsen Marker 1 Nielsen Madsen + Barber Racine WI 53406



# OWNER'S CERTIFICATE OF DEDICATION

TNG8, 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 limited liability company caused the land on this plat to be surveyed, divided, mapped and dedicated as represented hereon. TNG8, LLC. does further certify that this plat is required by \$ 236.10 or \$.236.12 to be submitted to the following for approval or objection: Village of Sturtevant, Racine County Division of Planning and Development, and Department of Administration

IN WITNESS WHEREOF the said TNG8, LLC., Has caused these presents to be signed by Raymond C. Leffler, its Sole Member At Racine, Wisconsin, this 30<sup>th</sup> day of January 2017.8 in the presence of:

Nanay Washburs

Notary Public, Racine, Wisconsin Printed Name: Heid S. Tremme

STATE DE WISCONSIN

Personally came before me this 38th day of January 2019, Raymond C. Leffler, Sole Member of the above-named limited liability company, to me known to be the person who executed the foregoing instrument as said officer as the deed of said limited liability company, by its authority, and acknowledged the same. Seidi Stemmel

nission expires: 2/20/18



## COUNTY TREASURER'S CERTIFICATE

I, Jane F. Nikolai, being the duly elected, qualified and acting Treasurer of Racine County, do hereby certify that the ny office show no unredeemed tax sales and no unpaid taxes or special assessments as of 2 15 18 affecting the lands included in the plat of St. Bonaventure East First Addition



#### VILLAGE TREASURER'S CERTIFICATE

I, Mary Cole, being the duly elected, qualified and acting Treasurer of Sturtevant, do hereby certify that the records of my office show no unpaid taxes or special assessments as of 2-13-2018 affecting the lands included of my office show no unpaid taxes or special assessments as of 2-13-2018 in this plat of St. Bonaventure East First Addition.

#### VILLAGE BOARD RESOLUTION

"RESOLVED that the final plat of St. Bonaventure East First Addition is hereby approved by the Village Board of the Village of Sturtevant, subject to the Owner entering into an acceptable agreement with the village to provide water, storm water drainage and sanitary sewer.

I hereby certify that the foregoing is a copy of a resolution adopted by the Village Board of the Village of Sturtevant on Debroe 17\_\_\_, 2017.

Date Signed: 2-13-2018

VILLÄGE OF STURTEVANT Many A. Cole Mary Cole, Clerk/Treasurer

#### **OUTLOT OWNERSHIP AND PURPOSE**

The outlot of the plat of St. Bonaventure East First Addition shall be maintained by the St. Bonaventure East First Addition Homeowners' Association for storm water retention purposes and open space and each individual owner. shall have an undividable fractional ownership of the outlot and Racine County and the Village of Sturteyant shall not be liable for any fees or special assessments in the event Racine County or the Village of Sturtevant should become the owner of any lot in the subdivision by reason of delinquency. The developer and all subsequent owners shall transfer to any subsequent purchaser of any buildable lot within the subdivision an undivided one elghteenth (1/18th) interest in the outlot. The developer and all subsequent owners warrant and represent that the said outlot for assessment purposes will have no value per se, and the 1/18th interest in the said outlot would be assessed with each of the buildable lots. In the event that the said outlot is not assessed as above, the developer and all subsequent owners warrant and represent that each will pay 1/18th per buildable lot of the taxes due on said outlot. In the event that these said taxes are not paid. Racine County reserves the right to collect from each and every developer or subsequent owner individually all taxes due.

The Homeowners' Association shall maintain said outlot per the Storm Water Facility Maintenance Agreement in an unobstructed condition so as to maintain its intended purpose, Construction of any building, grading, or filling in said outlot is prohibited unless approved by the Village of Sturtevant. Vehicular access other than by maintenance vehicles to said outlot is prohibited. The Homeowners' Association grants to the Village the right (but not the responsibility) to enter upon the outlot in order to inspect, repair, or restore said outlot to its intended purpose. Expense incurred by the Village for said inspection, repair, or restoration of said outlot may be placed against the tax roll for said association and collected as a special charge by the Village.

# The UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by HCP9 LLC Grantor to

WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies,

Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, a Wisconsin corporation, Grantee, and CHARTER

COMMUNICATIONS OPERATING, LLC. Grantes

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overtiead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, theron, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without

The grant of easement shall be binding upon and Inure to the benefit of the beirs, successors and assigns of all parties hereto.

Revised this 12th day of December 2017

Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats, as provided by s. 236.12, Wis. Stats.

SHEET 2 OF 2 SHEETS