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CONSERVATION EASEMENT

Drafted by and Return Address:

Attorney Donald J. Murn
Axley Brynelson, LLP
N17W24222 Riverwood Drive, #250
Waukesha, WI 53188

SUMT0667996
SUMT0667996007
SUMT0667994

Parcel Identification Number
(PIN)

CONSERVATION EASEMENT

This CONSERVATION EASEMENT is made December 27, 2023, by Creek Woods North LLC, a Wisconsin limited liability company, having an address of 5339 E. San Miguel Avenue, Paradise Valley, Arizona 85253 ("***Grantor***") in favor Waukesha County Land Conservancy, Inc., a non-profit Wisconsin corporation, qualified to do business in the State of Wisconsin, having an address of having an address of P. O. Box 2572, Brookfield, Wisconsin 53088 ("***Grantee***").

Witnesseth:

WHEREAS, Grantor is the sole owner in fee simple of certain real property that consists of approximately 54.2433 acres of land, known by the common postal address of 35652 Genesee Lake Road, Oconomowoc, Wisconsin 53066 located in the Village of Summit, Waukesha County, Wisconsin, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "***Property***"); and

WHEREAS, the Property possesses frontage on the Bark River and is part of a larger watershed for surrounding lakes and creeks and environmental corridors as designated by the Southeastern Wisconsin Regional Plan Commission, and other ecological values (collectively, "***Conservation Values***") of great importance to Grantor, the people of the Village of Summit, Waukesha County and the people of the State of Wisconsin; and

WHEREAS, in particular, the Easement (defined below) will protect the integrity of the Bark River, Bowron Lake, Crooked Lake, and the local watershed will be benefited by the reduction of development and the preservation of floodplain, and wetlands in the area, as well as the following benefits:

a. Protects regionally "uncommon" plant species.
b. Protects valuable habitat for migratory songbirds and waterfowl.
c. Protects valuable nesting habitat for State Threatened Species.
d. The site is classified as Class I Wildlife Habitat Area, capable of supporting breeding populations of birds and other animals. (SEWRPC Report 42-1997).
e. The Property as protected will add permanent open space and therefore enhance the groundwater recharge of the deep sandstone aquifer, which groundwater aquifer is being seriously depleted, and which provides drinking water for the City of Waukesha; and

WHEREAS, the specific Conservation Values of the Property are documented in an inventory of relevant features of the Property, dated December 27, 2023, and incorporated by this reference ("***Baseline Documentation***"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to restricting the rights of the current and future owners to further residential development of the Property which is currently allowable on the parcel existing at the time of this grant, that do not significantly impair or interfere with those values; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity; and

WHEREAS, the Grantor has caused a Certified Survey Map ("***CSM***") to be drawn and approved by the Village of Summit that creates a building area ("***Building Area***") for future development of a single family dwelling on the Property, a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Grantor is willing to forego the rights to develop the Property with twelve (12) residential dwellings as previously proposed to the Village of Summit to preserve in perpetuity the Conservation Values of the Property; and

WHEREAS, Grantee is a publicly supported, tax-exempt non-profit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the conservation and preservation of environmentally sensitive lands in Waukesha County, Wisconsin; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Wisconsin, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (hereinafter referred to as "***Easement***").

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained forever in its natural condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will prohibit the use of the Property for development activities, including, without limitation, future residential development, as is consistent with the purpose of this Easement.

2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

    (a) To preserve and protect the conservation values of the Property;

(b) To enter upon the Property at reasonable times and on reasonable notice as set forth below, except in the case of inspection for an alleged violation of this grant, to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement, that is not excepted herein and retained by the Grantor, and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to paragraph six (6) below.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited and without limiting the generality of the foregoing, the following activities and uses are expressly prohibited at the Property:

(a) Residential structures, garages, sheds, or any kind of other buildings or structures are prohibited on the Property, except for building located within the delineated Building Area as set forth in the CSM and the existing buildings on the Property at the time of the approval of the CSM.

(b) Outside the Building Area, there shall be no additional roads or driveways allowed, nor shall any portion of the Property be used as a means of ingress or egress to any adjacent property. The foregoing does not prohibit any roads, driveways, or ingress or egress rights to any adjacent property in existence at the time of the approval of the CSM.

(c) There shall be no construction or placing of advertising signs, billboards or other advertising material, or any other structures used in connection with advertising permitted.

(d) There shall be no industrial or commercial activity undertaken or allowed, nor any right of passage across or upon the Property be allowed or granted if that right of passage is used in conjunction with industrial or commercial activity.

(e) There shall be no construction of barriers to the free movement of animals, nor the commercial removal of non-game animals except as agreed to by the parties in writing or within the Building Area.

(f) There shall be no horses allowed, nor the grazing of livestock of any variety except as agreed to by the parties in writing or within the Building Area.

(g) There shall be no active recreation areas permitted, including, but not limited to, soccer fields, baseball diamonds, or golf courses.

(h) There shall be no storage or parking of vehicles, mobile homes, house trailers, other accessory or utility vehicles, or implements or accessories used in connection therewith except as agreed to by the parties in writing or within the Building Area.

(i) There shall be no dumping or temporary storage of trash, manure, plant material (except brush piles resulting from maintenance activities), soil, mulch, lawn waste or any other refuse or debris nor any storage of chemicals, toxic or otherwise, nor petroleum products of any kind, nor salt.

(j) There shall be no filling, excavation, mining or drilling, removal of topsoil, sand, gravel, rocks, minerals, peat or other materials, nor any change in the topography of the land in any manner outside of the Building Area.

(k) There shall be no tilling, cultivating or placement of gardens outside of the Building Area, provided that any areas of the Property cultivated at the time of recording of this document may continue to be cultivated as set forth herein.

(l) There shall be no non-native plants or animals deliberately introduced on the Property, except as part of a bio-control program for invasive species.

(m) There shall be no cutting, destruction, or removal of living native plants.

(n) There shall be no harvesting of trees for timber except for the personal use of the Grantor and except downed wood or as agreed to by the parties in writing and as reserved by the Grantor as set forth below.

(o) There shall be no spraying with pesticides, insecticides, or herbicides, except as required for control of non-native species or as agreed to by the parties in writing prior to application.

(p) There shall be no change to the natural water flow, nor draining of wetland areas or ponds nor will construction of dams, artificial ponds, or water impoundments be allowed without the written consent of the Grantee.

(q) There shall be no septic or other private waste disposal systems allowed outside of the Building Area.

4. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors and assigns and invitees, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. It is the intent of the parties that all recreational uses not prohibited by

the easement document be reserved to the Grantor. Any dispute with regard to a recreational use shall be resolved in favor of a use that does not directly affect a Conservation Value. Without limiting the generality of the foregoing, the following rights are expressly reserved:

(a) The right to hunt and fish, including without limitation, the right to place duck blinds, deer stands and turkey blinds and any other enclosure for hunting or wildlife viewing.

(b) The right to engage in apiculture and the keeping of apiaries.

(c) The right to maintain paths and cut paths as currently exist on the Property and the right to expand the same with the consent of the Grantee which shall not be unreasonably withheld.

(d) The right to access the Bark River by foot anywhere along the Property. No structures or improvements may be placed on the River without the written consent of the Grantee.

(e) The right to continue to farm the area currently under cultivation and the right to plant that cultivated area to permanent prairie cover, if the Grantor so desires. Grantor agrees to keep the cultivated area under continuous year to year cultivation unless and until the cultivated areas are converted to prairie cover. The Grantor agrees to consult with the Grantee with regard to any Prairie restoration that occurs on the Property in the cultivated areas to ensure the restoration is in keeping with the goals of the preservation of the Property as set forth herein.

(f) The right to operate farm equipment in the area currently cultivated, and in the area of the current paths, to maintain the agricultural uses on the Property in the current area and to maintain the pathways now and in the future that exist on the Property and to use such vehicles and implements necessary to accomplish the same.

(g) The right to harvest wood on the property, for the personal use of the Grantor, and to take downed wood.

(h) Any zoning rights of the Property that are not inconsistent with the Conservation Values of the Property and other than residential uses, which are restricted to the Building Area.

5. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to obtain the written approval of Grantee prior to undertaking certain permitted activities, as provided herein, is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose

of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than fourteen (14) days prior to the date Grantor intends to undertake the activity in question. The notice must describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purpose of this Easement. Where Grantee's approval is required, as set forth herein, Grantee shall grant or withhold its approval in writing within fourteen (14) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

6. Grantee's Remedies.

(a) *Violation*. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within sixty (60) days after receipt of notice from Grantee, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing such violation within the sixty (60) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee is entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described

in this paragraph are cumulative and in addition to all remedies now or hereafter existing at law or in equity.

(b) *Mediation*. If a dispute arises between the parties related to enforcing the terms of this Easement, the parties shall first endeavor to resolve the dispute through good faith mediation. The parties will mutually select a mediator and each pay half the cost for the mediator. The parties are responsible for their own legal fees otherwise. If mediation is unsuccessful, then either party may submit the dispute to a court of competent jurisdiction.

(c) *Costs of Enforcement*. Subject to paragraph 6(b) above, any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. Subject to paragraph 6(b) above, if Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee. Prevailing party costs, as set forth in this paragraph, may only be awarded by a court in which a legal filing has taken place and after a ruling by said court as to the prevailing party in the dispute.

(d) *Grantee's Discretion*. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(e) *Waiver of Certain Defenses*. Grantor hereby waives any defense of laches, estoppel, or prescription.

(f) *Acts Beyond Grantor's Control*. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement, however nothing herein shall be construed to prevent access by Grantee for the purposes of fulfilling its obligations under the terms of this Easement.

8. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

(a) *Taxes*. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "***Taxes***"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

(b) *Hold Harmless*. Grantor and Grantees shall hold each other harmless, indemnify, and defend each other and (as to Grantee, its members, directors, officers, employees, and agents), and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "***Indemnified Parties***") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties, and (ii) the existence or administration of this Easement.

9. Extinguishment. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Wisconsin law at the time, in accordance with paragraph 9(a). Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant.

a. *Proceeds*. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph 9, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement and with all rights to residential development of the same (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended.

For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

b. *Condemnation*. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

10. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out.

11. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least fourteen days (14) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

12. Estoppel Certificates. Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement as may be requested by Grantor.

13. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, by email with receipt requested or by Federal Express or a similar service that can track delivery addressed as follows:

To Grantor:

Creek Woods North, LLC
c/o Joseph Hogan
5339 E. San Miguel Avenue
Paradise Valley, AZ 85253
Email: *jmhogan7@gmail.com*

Attorney Donald J. Murn
Axley Brynelson, LLP
N17W24222 Riverwood Drive, Suite 250
Waukesha, WI 53188
Email: *dmurn@axley.com*

To Grantee: Waukesha County Land Conservancy, Inc.
c/o Steven Schmuki, President
P. O. Box 2572
Brookfield, WI 53088
Email: *schmuki@ssrplaw.net*

or to such other address as either party from time to time shall designate by written notice to the other.

14. Recordation. Grantee shall record this instrument in timely fashion in the office of the Waukesha County Wisconsin, Register of Deeds, and may re-record it at any time as may be required to preserve its rights in this Easement.

15. General Provisions.

(a) *Controlling Law*. The interpretation and performance of this Easement shall be governed by the laws of the State of Wisconsin.

(b) *Liberal Construction*. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of, except as it relates to recreational use retained by the Grantor. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

(d) *Entire Agreement*. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment signed by all parties to this agreement.

(e) *No Forfeiture*. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) *Joint Obligation*. The obligations imposed by this Easement upon Grantor shall be joint and several.

(g) *Successors*. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their

respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

(h) *Termination of Rights and Obligations*. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(i) *Captions*. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(j) *Counterparts*. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

[*Signature Page Follows*]

IN WITNESS WHEREOF, Grantor and Grantee have executed this agreement as of the date first written above.

GRANTOR:

Creek Woods North LLC, a Wisconsin limited liability company

By: _____
Name: Joseph Hogan
Its: Member

GRANTEE:

Waukesha County Land Conservancy, Inc., a Wisconsin non-profit

By: _____
Name: Steven Schmuki
Its: President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this ____ day of December, 2023, the above-named Steven Schmuki, as President of Waukesha County Land Conservancy, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Name: _____
Notary Public, State of Wisconsin
My Commission: _____

AUTHENTICATION

The signature of Joseph Hogan, as Member of Creek Woods North LLC, authenticated on December 28th, 2023.

_____
Donald J. Murn
Title: Member State Bar of Wisconsin

IN WITNESS WHEREOF, Grantor and Grantee have executed this agreement as of the date first written above.

GRANTOR:

Creek Woods North LLC, a Wisconsin limited liability company

By: _____
Name: Joseph Hogan
Its: Member

GRANTEE:

Waukesha County Land Conservancy, Inc., a Wisconsin non-profit

By: _____
Name: Steven Schmuki
Its: President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 27th day of December, 2023, the above-named Steven Schmuki, as President of Waukesha County Land Conservancy, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

ROBERTA. SAYAS NOTARY PUBLIC STATE OF WISCONSIN

_____
Name: Robert A. Sayas
Notary Public, State of Wisconsin
My Commission: is permanent.

AUTHENTICATION

The signature of Joseph Hogan, as Member of Creek Woods North LLC, authenticated on December ____, 2023.

_____
Donald J. Murn
Title: Member State Bar of Wisconsin

EXHIBIT A

Legal Description of Property

Lot 1, Outlot 1, and Outlot 2 of CSM #12522 Volume/Book 130 Page 149–155 recorded on December 27, 2023 as Document No. 4750212.

As of the date of recording, Waukesha County Parcel Nos: SUMT0667996, SUMT0667996007, and SUMT0667994.

EXHIBIT B

Property CSM

[See attached]

CERTIFIED SURVEY MAP NO. 12522

A division of Parcel 1 of Certified Survey Map No. 2903 and lands, being a part of the Southwest 1/4, Southeast 1/4 and Northeast 1/4 of the Southwest 1/4 of Section 23, in Township 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin.

4750212
REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON
December 27, 2023 02:46 PM
James R Behrend
Register of Deeds
7 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00
Book 130 Page 149-155

▲ INDICATES FOUND 3/8" IRON PIPE

● INDICATES FOUND 1" IRON PIPE

O INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

Ⓓ INDICATES DEDICATED TO THE VILLAGE OF SUMMIT FOR PUBLIC ROAD PURPOSES

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
ALL BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SW 1/4 OF SECTION 23, T 7 N, R 17 E, WHICH BEARS S89°49'36"W. WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83/2011).

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

THE ENTIRE PROPERTY IS LOCATED WITHIN THE VILLAGE OF SUMMIT SHORELAND JURISDICTIONAL BOUNDARY

SEE SHEET 3 FOR BUILDING AREA & FLOODPLAIN LINE

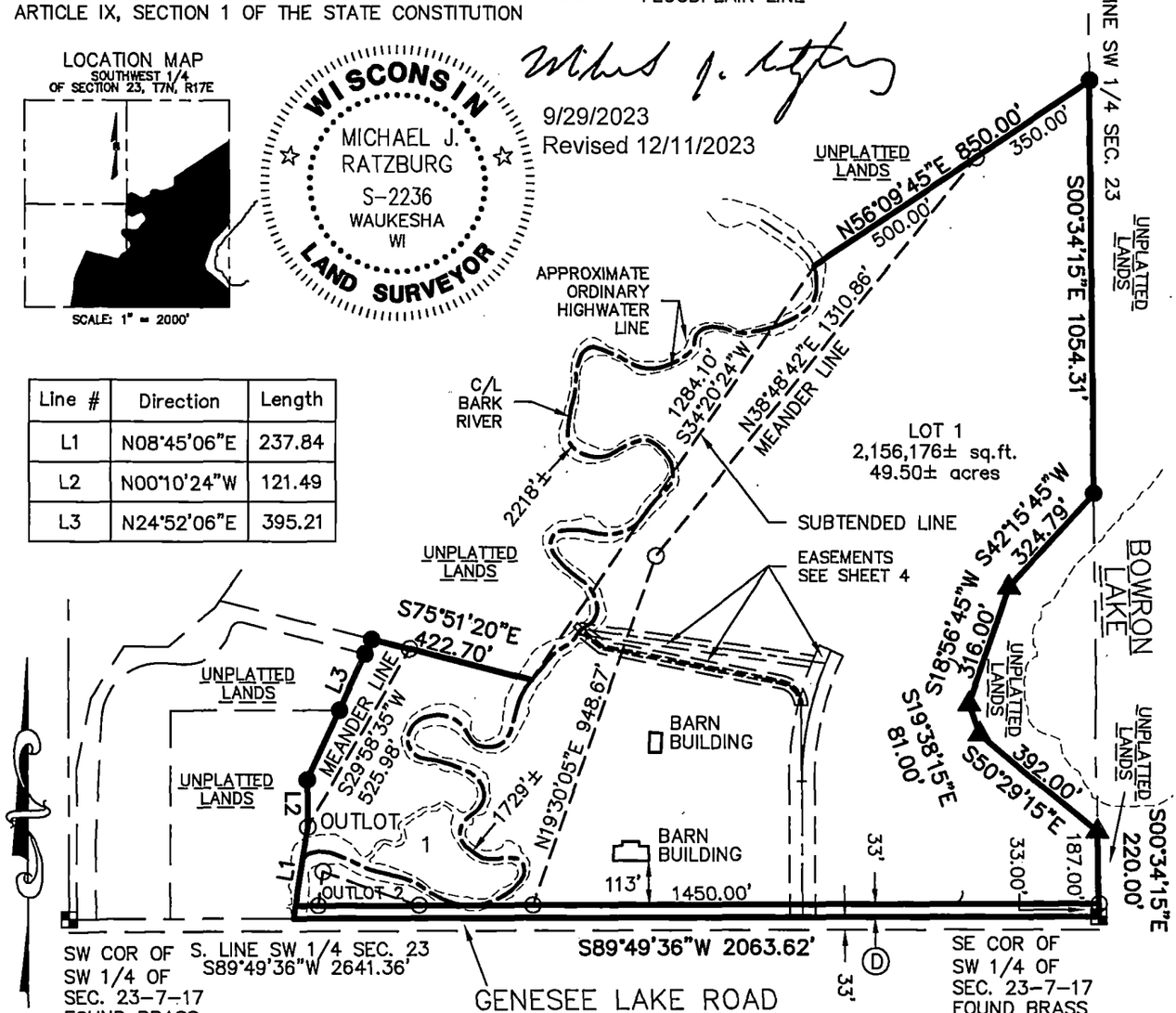
LOCATION MAP
SOUTHWEST 1/4 OF SECTION 23, T7N, R17E

SCALE: 1" = 2000'

WISCONSIN
MICHAEL J. RATZBURG
S-2236
WAUKESHA
WI
LAND SURVEYOR

9/29/2023
Revised 12/11/2023

Line #	Direction	Length
L1	N08°45'06"E	237.84
L2	N00°10'24"W	121.49
L3	N24°52'06"E	395.21



GRAPHIC SCALE
0 200 400
1" = 400'

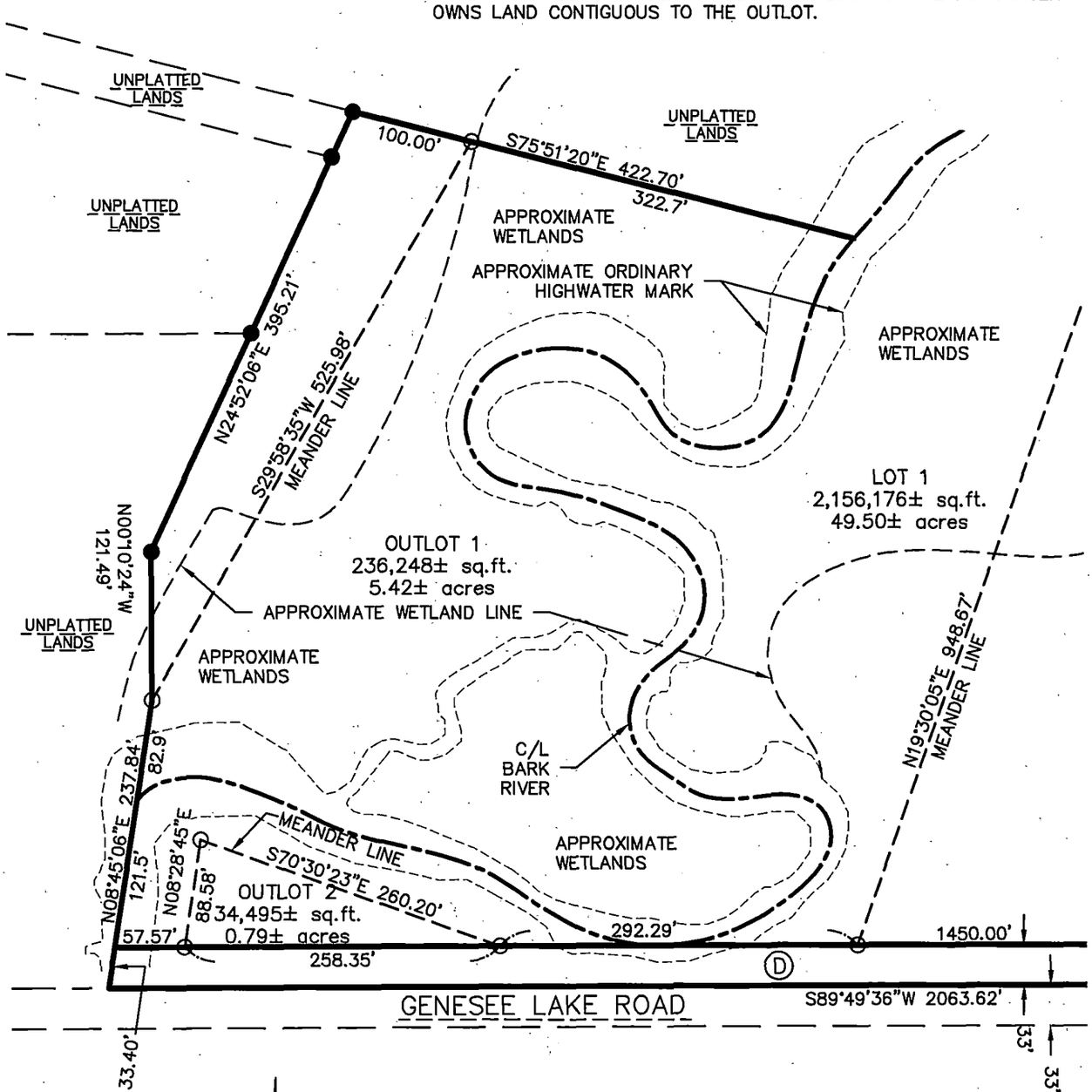
raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

CERTIFIED SURVEY MAP NO. 12522

A division of Parcel 1 of Certified Survey Map No. 2903 and lands, being a part of the Southwest 1/4, Southeast 1/4 and Northeast 1/4 of the Southwest 1/4 of Section 23, in Township 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin.

WETLANDS ARE FROM THE WISCONSIN DNR WETLAND INVENTORY MAP AND SCALE ONTO THIS MAP.

OUTLOTS 1 & 2 CANNOT BE SOLD SEPARATELY, PROVIDED THAT AN OUTLOT MAY BE SOLD SEPARATELY FROM LOT 1 IF THE PURCHASER OWNS LAND CONTIGUOUS TO THE OUTLOT.



GRAPHIC SCALE
0 60 120
(IN FEET)

WISCONSIN
MICHAEL J. RATZBURG
S-2236
WAUKESHA
WI
LAND SURVEYOR

9/29/2023
Revised 12/11/2023

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

S:\5169096\Dwg\169096 CS10-.dwg \ SHEET 2

150

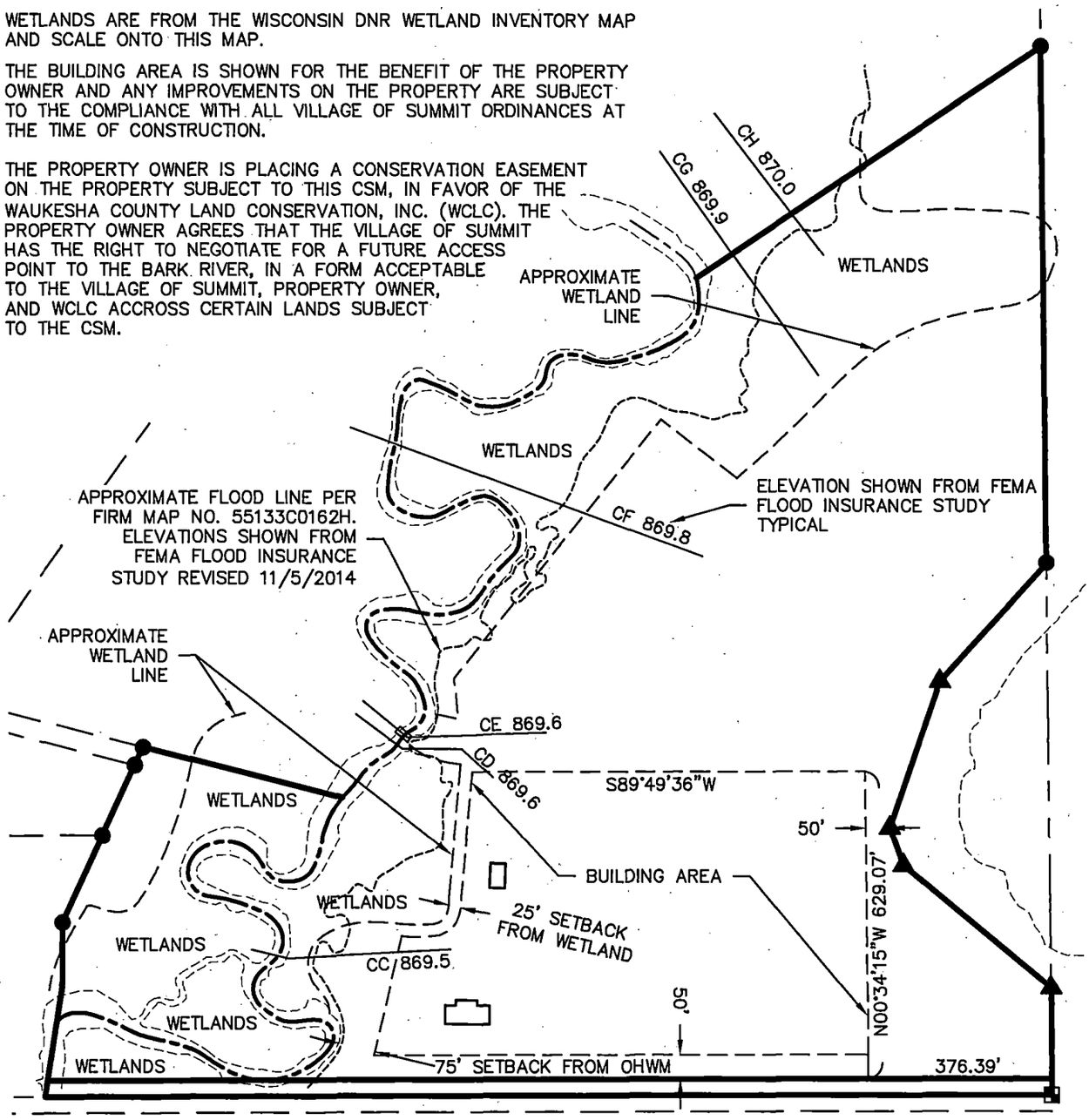
CERTIFIED SURVEY MAP NO. 12522

A division of Parcel 1 of Certified Survey Map No. 2903 and lands, being a part of the Southwest 1/4, Southeast 1/4 and Northeast 1/4 of the Southwest 1/4 of Section 23, in Township 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin.

WETLANDS ARE FROM THE WISCONSIN DNR WETLAND INVENTORY MAP AND SCALE ONTO THIS MAP.

THE BUILDING AREA IS SHOWN FOR THE BENEFIT OF THE PROPERTY OWNER AND ANY IMPROVEMENTS ON THE PROPERTY ARE SUBJECT TO THE COMPLIANCE WITH ALL VILLAGE OF SUMMIT ORDINANCES AT THE TIME OF CONSTRUCTION.

THE PROPERTY OWNER IS PLACING A CONSERVATION EASEMENT ON THE PROPERTY SUBJECT TO THIS CSM, IN FAVOR OF THE WAUKESHA COUNTY LAND CONSERVATION, INC. (WCLC). THE PROPERTY OWNER AGREES THAT THE VILLAGE OF SUMMIT HAS THE RIGHT TO NEGOTIATE FOR A FUTURE ACCESS POINT TO THE BARK RIVER, IN A FORM ACCEPTABLE TO THE VILLAGE OF SUMMIT, PROPERTY OWNER, AND WCLC ACCROSS CERTAIN LANDS SUBJECT TO THE CSM.



GRAPHIC SCALE
0 150 300
(IN FEET)

WISCONSIN
MICHAEL J. RATZBURG
S-2236
WAUKESHA WI
LAND SURVEYOR

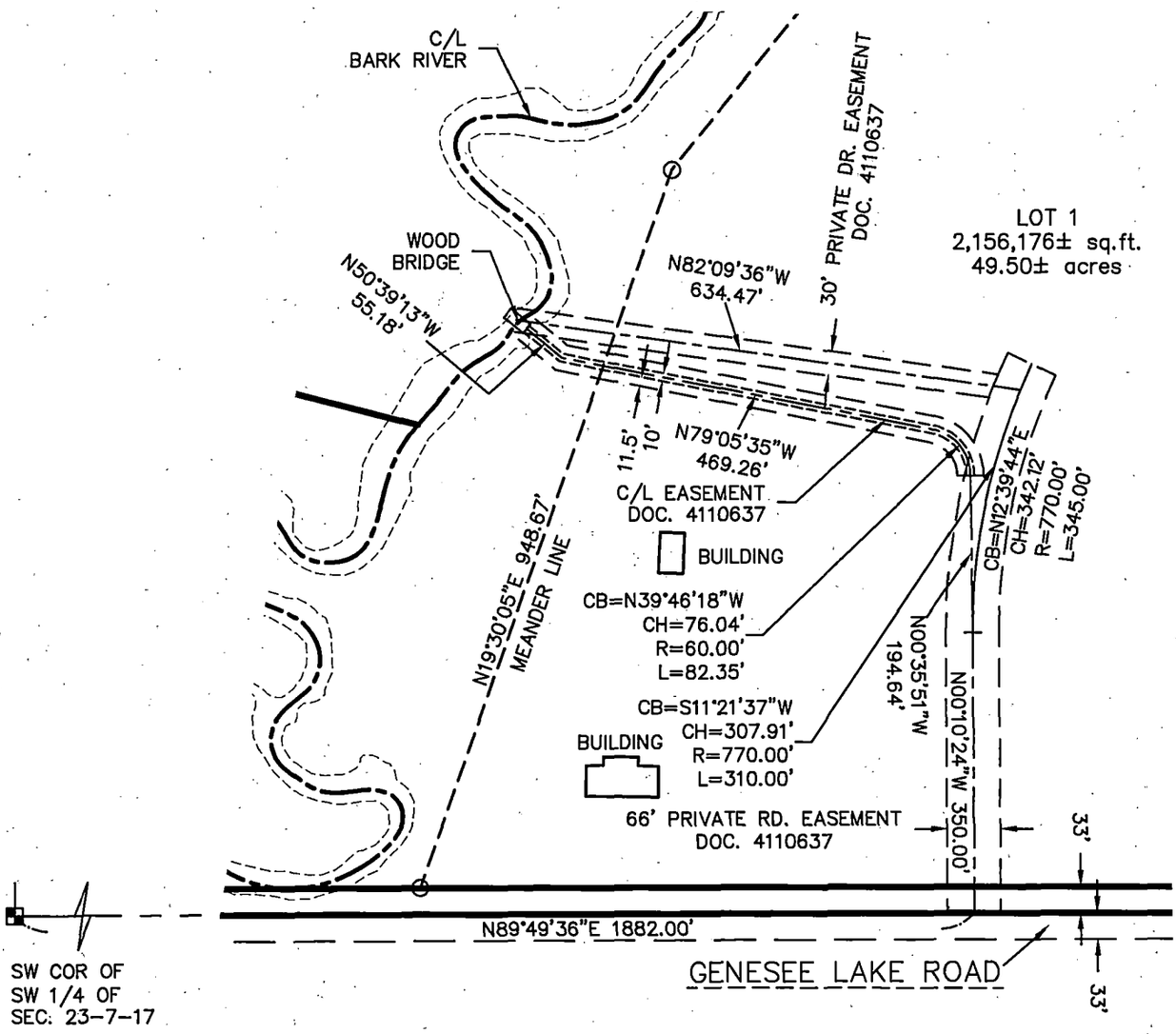
9/29/2023
Revised 12/11/2023

raSmith
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16745 W. Bluemound Road
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CERTIFIED SURVEY MAP NO. 12522

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WISCONSIN
MICHAEL J. RATZBURG
S-2236
WAUKESHA
WI
LAND SURVEYOR

9/29/2023
Revised 12/11/2023

GRAPHIC SCALE
0 100 200
1" = 200'

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152

CERTIFIED SURVEY MAP NO. 12522

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SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
:SS
WAUKESHA COUNTY }

I, MICHAEL RATZBURG, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided, dedicated and mapped a division of Parcel 1 of Certified Survey Map No. 2903 and lands, being a part of the Southwest 1/4, Southeast 1/4 and Northeast 1/4 of the Southwest 1/4 of Section 23, in Township 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin, bounded and described as follows:

Beginning at the Southeast corner of the Southwest 1/4 of said Section 23; thence South 89° 49' 36" West along the South line of the Southwest 1/4 of said Section 2063.62 feet to a point; thence North 08° 45' 06" East 237.84 feet to a point; thence North 00° 10' 24" West 121.49 feet to a point; thence North 24° 52' 06" East 395.21 feet to a point; thence South 75° 51' 20" East 422.70 feet to a point in the centerline of the Bark River; thence Northeasterly 2218± feet along the centerline of the Bark River to a point, said centerline being subtended by a line bearing North 34° 20' 24" East 1284.10 feet to a point in the centerline of the Bark River; thence North 56° 09' 45" East 850.00 feet to a point in the East line of the Southwest 1/4 of said Section; thence South 00° 34' 15" East along said East line 1054.31 feet to a point; thence South 42° 15' 45" West 324.79 feet to a point; thence South 18° 56' 45" West 316.00 feet to a point; thence South 19° 38' 15" East 81.00 feet to a point; thence South 50° 29' 15" East 392.00 feet to a point in the East line of the Southwest 1/4 of said Section; thence South 00° 34' 15" East along said East line 220.00 feet to the point of beginning

Said land contains 2,386,885 square feet or 54.80 acres more or less.

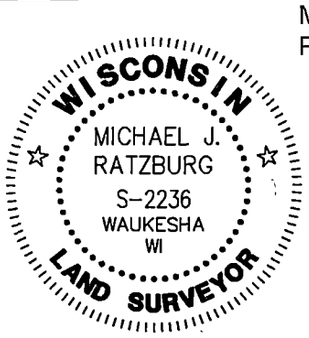
THAT I have made the survey, land division and map by the direction of CREEK WOODS NORTH LLC, owner.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have complied with Chapter 236 of the Wisconsin Statutes and the Subdivision Ordinances of the Village of Summit, in surveying, dividing and mapping the same.

9/29/2023
Field date
Revised 12/11/2023

Michael J. Ratzburg
MICHAEL J. RATZBURG
PROFESSIONAL LAND SURVEYOR S-2236



raSmith
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CERTIFIED SURVEY MAP NO. 12522

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OWNER CERTIFICATE

CREEK WOODS NORTH LLC, a limited Liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said corporation has caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map in accordance with the Ordinances of the Village of Summit.

CREEK WOODS NORTH LLC, does further certify that this map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection: Village of Summit.

IN Witness Whereof, CREEK WOODS NORTH LLC, has caused these presents to be signed by Donald J. Murn, it's Authorized Agent on this 19 day of December, 2023.

CREEK WOODS NORTH LLC

PERSONALLY came before me this 19 day of December, 2023,

Donald J. Murn, the Authorized Agent of the above named company, to me known to be the person who executed the foregoing instrument, and acknowledged that he/she executed the foregoing instrument as such officer on behalf of the entity, by its authority.

Kathleen M. Bodenbach

Kathleen M. Bodenbach
(print name)
Notary Public, State of Wisconsin
My commission ~~expires~~ is permanent

(Notary Seal)

Kathleen M. Bodenbach NOTARY PUBLIC STATE OF WISCONSIN

WISCONSIN MICHAEL J. RATZBURG S-2236 WAUKESHA WI LAND SURVEYOR

9/29/2023
Revised 12/11/2023

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VILLAGE PLAN COMMISSION APPROVAL

This Certified Survey Map hereby APPROVED by the Village Plan Commission of the Village of Summit on

this 19 day of October ,2023.

Date: 12-21-23

James Siepmann, Chairperson

Date: 12.21.2023

Debra Michael, Village Administrator Clerk/Treasurer

VILLAGE OF SUMMIT SEAL WAUKESHA COUNTY, WI

VILLAGE BOARD APPROVAL

This Certified Survey Map hereby APPROVED by the Village Board of the of the Village of Summit on

this 9 day of November ,2023.

Date: 12.20.2023

Jack Riley, Village President

Date: 12.20.2023

Debra Michael, Village Administrator Clerk/Treasurer

VILLAGE OF SUMMIT SEAL WAUKESHA COUNTY, WI

WISCONSIN MICHAEL J. RATZBURG S-2236 WAUKESHA WI LAND SURVEYOR

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