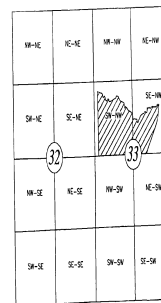


Moose Creek Estates

Part of Lot 1, Volume 33, Certified Survey Maps, Page 104, Map Number 5088, and
Part of the Southwest 1/4 of the Northwest 1/4 and part of the Southeast 1/4 of the
Northwest 1/4, Section 33, T25N-R20E, Village of Suamico, Brown County, Wisconsin.

Location Sketch



North



Bearings referenced to the west line of the Northwest 1/4,
Section 33, T25N-R20E, assumed to be S87°16'27\"/>

Notes:

1) The property owner, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Department of Natural Resources, "Wisconsin Construction Site Best Management Practice Handbook" to prevent soil erosion. However, if the Village, at the time of construction, has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any construction or installation related activities associated with streets and utilities.

2) A land use permit from the Village of Suamico Zoning Administrator's office is required prior to any construction, fill, or grading activity within 300 feet of a stream.

3) Lots 1, 2, 8-10, 16-20, 23-26, 41-51, include wetland areas that may require permits from the Wisconsin Department of Natural Resources, Army Corp of Engineers, or the Village of Suamico Zoning Administrator's Office prior to any development activity.

4) ESA area is subject to WDNR easement as detailed on Sheet 3

Office of the Register of Deeds
Brown County, Wisconsin

Received for Record March 24, 2006

816 filed 9 and recorded as
Document # 20416832

Volume 22 of Plats Page 256

Robert Calewants
County Register of Deeds

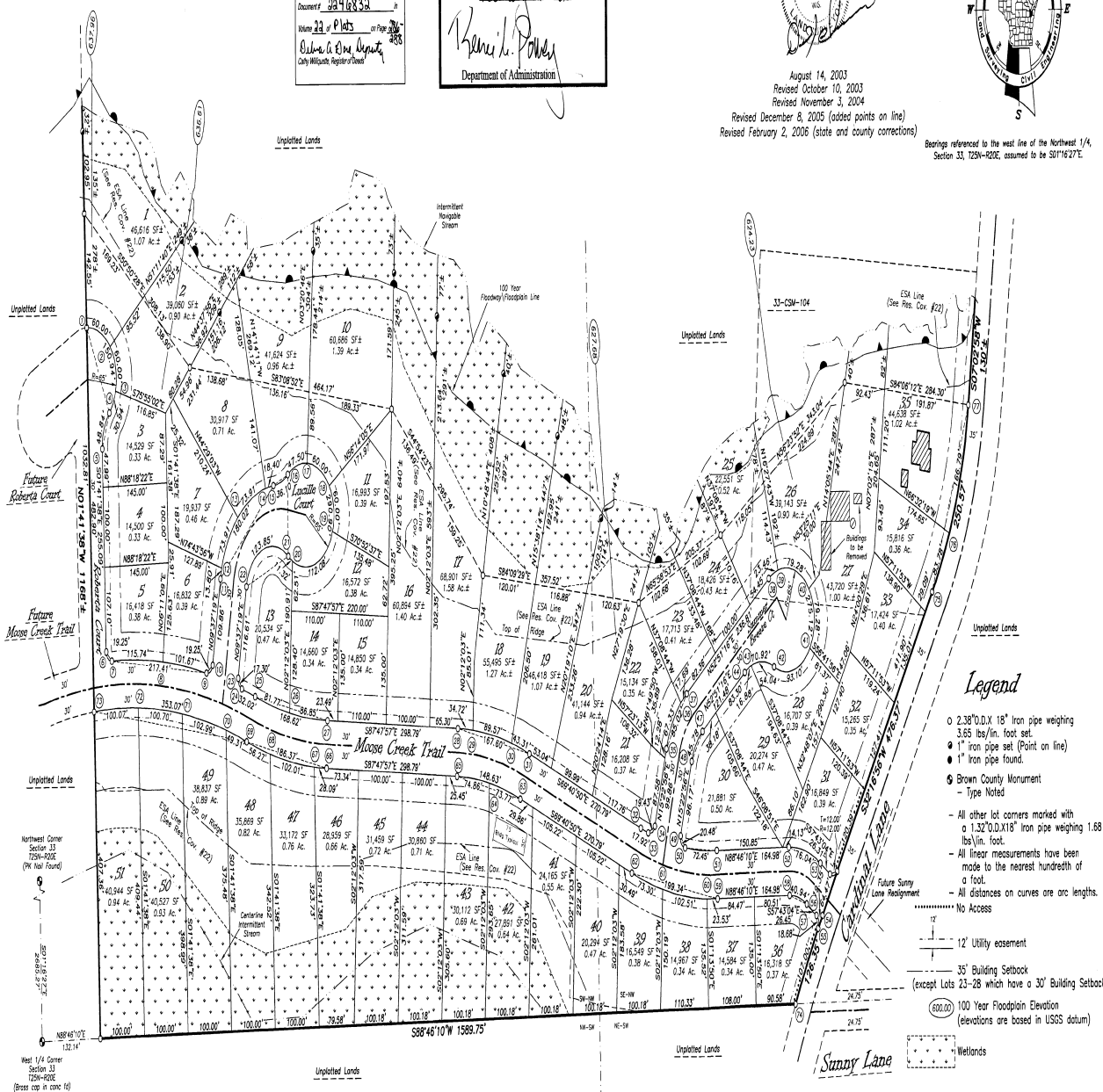
There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified January 14, 2006

Barbara J. Poles
Department of Administration



August 14, 2003
Revised October 10, 2003
Revised November 3, 2004
Revised December 8, 2005 (added points on line)
Revised February 2, 2006 (state and county corrections)



Legend

- 2.38" O.D. X 18" iron pipe weighing 3.65 lbs./lin. foot set
- 1" iron pipe set (Point on line)
- 1" iron pipe found
- Brown County Monument
- Type Noted
- All other lot corners marked with a 1.32" O.D. X 18" iron pipe weighing 1.68 lbs./lin. foot
- All linear measurements have been made to the nearest hundredth of a foot.
- All distances on curves are arc lengths.
- No Access
- 12' Utility easement
- 35' Building Setback
- (except Lots 23-28 which have a 30' Building Setback)
- 100 Year Floodplain Elevation (elevations are based in USGS datum)
- Wetlands

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400 Security Boulevard * Green Bay, Wisconsin 54313
Phone: 920-434-9670 Fax: 920-434-9672

Moose Creek
Robert Calewants

SCALE: 1" = 100'
DATE: 08/14/2002
AutoCAD Drawing No. C-1295-PL-100

PROJECT NO. C-1295

SHEET NO. 1 of 3

DRAWING NO. P-1910

Moose Creek Estates

Part of Lot 1, Volume 33, Certified Survey Maps, Page 104, Map Number 5088, and Part of the Southwest 1/4 of the Northwest 1/4 and part of the Southeast 1/4 of the Northwest 1/4, Section 33, T25N-R20E, Village of Suamico, Brown County, Wisconsin.

Curve Data

Curve No.	Arc Length	Radius	Chord Length	Chord Bearing	Central Angle	Tangent Bearing
1-4	150.94	65.00	119.24	S29°10'10"E	133°02'56"	S88°18'22"W
1-2	60.00	65.00	57.89	N65°14'59"W	52°53'18"	
2-3	60.00	65.00	57.89	N12°21'41"W	52°53'18"	
3-4	30.94	65.00	30.65	N27°43'08"E	27°16'20"	
4-5	48.84	65.00	47.70	S18°49'50"W	43°02'56"	N41°21'18"E
6-7	19.10	12.00	17.15	S47°17'12.5"E	91°11'09"	N67°07'13"E
7-9	217.41	865.00	216.84	S85°40'45"E	143°24'24"	S19°28'43"E
7-8	115.74	865.00	115.65	N68°02'46"W	07°58'58"	
8-9	101.57	865.00	101.62	N61°50'46"W	08°44'06"	
9-10	19.25	12.00	17.25	N55°34'18"E	91°53'58"	
11-15	180.02	140.00	167.87	N46°27'31"E	73°49'24"	N62°17'43"E
11-12	13.80	140.00	13.79	S12°28'41"W	05°38'44"	
12-13	73.91	140.00	73.05	S30°23'29"W	30°14'52"	
13-14	73.91	140.00	73.05	S60°38'22"W	30°14'54"	
14-15	18.40	140.00	18.39	S79°31'46"W	07°31'54"	
15-16	36.10	65.00	35.64	N67°23'00"E	31°49'28"	N51°28'17"E
16-21	290.90	65.00	102.15	S07°19'01"E	256°25'24"	N62°06'19"W
16-17	47.50	65.00	48.45	S72°24'31"W	41°52'28"	
17-18	60.00	65.00	57.88	N69°12'36"W	52°53'18"	
18-19	60.00	65.00	57.88	N07°19'17"W	52°53'20"	
19-20	112.08	65.00	98.70	N68°31'16"E	08°57'54"	
20-21	11.32	65.00	11.31	S57°26'41"E	08°57'54"	
21-22	123.85	65.00	102.01	S68°45'36"W	118°16'32"	
23-24	17.30	12.00	15.84	S31°40'27"E	82°45'32"	S72°58'13"E
24-25	32.02	865.00	32.02	S71°54'33"E	102°07'16"	S70°50'57"E
25-27	168.82	570.00	168.01	S78°19'33"E	159°07'00"	
25-26	81.77	570.00	81.70	N74°57'31"W	08°15'12"	
26-27	86.85	570.00	86.78	N57°26'41"E	08°57'54"	
28-31	167.60	530.00	166.90	S78°44'23"E	180°07'07"	
28-29	34.72	530.00	34.71	N85°55'21"W	03°45'12"	
29-30	89.57	530.00	89.46	N79°12'15.5"W	09°40'58"	
30-31	43.31	530.00	43.30	N72°01'18"W	04°40'58"	
32-33	17.82	470.00	17.82	S75°46'37"E	02°11'02"	S71°31'52"E
33-34	19.43	12.00	17.37	N61°45'32"E	82°45'12"	
35-37	85.02	130.00	83.51	N37°07'06"E	37°28'20"	
38-39	67.33	130.00	66.58	S39°13'10"W	29°49'28"	
39-40	17.89	130.00	17.68	S48°57'20"W	07°47'52"	
38-42	275.12	65.00	111.13	S05°53'20"E	242°30'48"	N64°37'58"W
38-39	23.46	65.00	23.34	S63°11'46"W	204°10'00"	
39-40	79.28	65.00	74.45	N71°31'17"W	69°52'54"	
40-41	79.28	65.00	74.45	N01°35'20"W	69°52'54"	
41-42	63.10	65.00	65.35	N74°20'04"E	82°04'00"	
42-44	70.62	65.00	67.45	S84°06'40"W	62°30'48"	
42-43	54.04	65.00	52.49	S88°26'51"E	47°37'50"	
43-44	16.88	65.00	16.84	N60°17'43"E	143°24'24"	
47-48	45.78	70.00	44.67	S37°07'58"W	37°28'20"	
49-50	20.48	12.00	18.08	S33°30'08"E	07°46'48"	S82°23'52"E
50-51	72.45	470.00	72.38	S88°48'51"E	08°49'58"	
52-53	76.04	130.00	74.96	S74°28'27"E	33°49'48"	
54-55	19.35	1335.00	19.35	S31°52'01"W	09°49'50"	S31°27'08"W
55-56	18.68	12.00	18.65	N13°07'59"W	89°10'10"	S31°27'08"W
57-58	40.94	70.00	40.36	N74°28'27"W	33°30'48"	
58-62	199.34	530.00	198.17	N80°27'20"W	21°33'00"	
59-60	23.63	530.00	23.53	S69°57'31"E	02°32'38"	
60-61	102.51	530.00	102.35	S63°08'44"E	11°04'56"	
61-62	73.30	530.00	73.24	S73°38'33"E	07°55'26"	
63-65	148.63	470.00	148.01	N78°44'23"E	180°07'07"	
63-64	73.77	470.00	73.69	S71°03'37"E	08°59'34"	
64-65	74.89	470.00	74.78	S83°14'10"E	09°07'33"	
66-68	186.37	630.00	185.69	N78°18'27"W	16°57'00"	N70°50'57"W
66-67	28.09	630.00	28.09	S88°31'18"E	02°31'18"	
67-68	102.01	630.00	101.90	S80°38'19"E	09°16'40"	
68-69	56.37	630.00	56.25	S73°24'28"E	05°07'02"	
69-73	353.07	805.00	350.24	N82°24'50"W	25°07'46"	S84°01'17"W
69-70	48.31	805.00	48.31	S72°38'15"E	03°30'36"	
70-71	102.99	805.00	102.92	S78°01'27"E	07°19'48"	
71-72	100.70	805.00	100.63	S85°16'22"E	07°10'02"	
72-73	100.07	805.00	100.01	N67°34'57"E	07°07'20"	
74-75	128.35	1335.00	128.31	S29°34'15"W	05°25'22"	S28°51'34"W
74-55	107.00	1335.00	106.97	S29°09'20"W	04°35'32"	
75-77	250.57	568.97	248.55	S18°39'57"W	29°13'58"	
75-76	83.78	568.97	83.70	S28°03'50"W	06°26'12"	
76-77	166.79	568.97	166.20	S15°25'51"W	16°47'46"	

Critical Area Stabilization, Flowage, and Wildlife Habitat Easement (Lots 1, 2, 8-11, 16-20, 22-27, & 35)
(located in areas between the Environmentally Sensitive Area line and the Centerline of the Creek)

Critical Area Stabilization, Flowage, and Wildlife Habitat Easement (Lots 40-51)
(located in areas between the Environmentally Sensitive Area line and the South line of the Subdivision)

1. RIGHTS OF THE DEPARTMENT (GRANTEE, Wisconsin Department of Natural Resources)

A) The Grantee shall have the right to: (a) erect dams, dikes or other works on the premises to flow water back on, over and under or be withdrawn from the premises, together with all the rights, easements, privileges, and appurtenances which will be required or needed for the right of backing and flowage and also riparian rights of every kind in the fast and unflooded lands described herein; (b) make such improvements and installations as are necessary, convenient and incidental to the full enjoyment and use of the rights and privileges granted by this easement; (c) develop, improve and protect from erosion the above described land by mechanical and physical means such as fencing to exclude livestock, crossovers, rip rap, grading and building erosion control works and structures or by the planting of or maintaining trees, plants or shrubs where and to the extent deemed necessary for the protection of the stream or lake; (d) cut trees, brush or otherwise alter vegetation and; (e) plant vegetative cover and manage said cover including but not limited to burning, spraying the premises with chemicals or mowing. If required by law, the Grantor shall co-operate with the Grantee for any and all chapter 30 and 31, Stats, licenses, permits or approvals necessary for implementing the rights granted to the Grantee pursuant to this easement.

B) The Grantor conveys to the Grantee, its employees, officers, and agents the right of ingress and egress from and to the premises across all contiguous lands owned by the Grantor for the purpose of exercising all rights and privileges granted herein. It is understood that field roads, roadways, passageways, lanes or other normally traveled routes will be utilized for such ingress and egress whenever possible and where such travelways exist. The Grantor may provide a designated route to and from the premises which the Grantee shall use if said route is reasonable and convenient.

C) The Grantee shall have the right to manage fish and wildlife habitat and populations within the premises.

2. COVENANTS OF THE OWNER, POSSESSOR, ASSIGNS, & HEIRS (GRANTOR, Coleworts Family Trust, Glen Coleworts, and Assigns)

A) The Grantor shall cooperate and assist in the maintenance of the premises as wetland, flowage, and wildlife habitat area, including streams, springs, lakes, ponds, marshes, sloughs, swales, swamps, or potholes, now existing or hereafter occurring on the premises (1) by not draining or permitting the draining through the transfer of appurtenant water rights; (2) by not ditching or any other means (3) by not filling in with earth or any other material; and (4) by not burning any areas covered with marsh vegetation. On property under the control of the Grantor, Grantor agrees not to adversely affect the natural flow of surface water or underground waters into, within and out of the premises. Existing tiles draining lands outside the premises may be maintained and/or replaced by the grantor.

B) Except as otherwise provided, the general topography of the landscape including water frontage shall be maintained in its present condition.

C) No dumping of ashes, trash, garbage, sewage, sawdust, manure piles, or any unsightly or offensive material shall be placed upon, under or in the premises.

D) No new structures of any kind shall be placed or erected upon the premises.

E) The Grantor may not (1) Alter vegetative cover or other natural features (2) Plant or produce agricultural crops (3) Mow or spray the premises with chemicals except as necessary to comply with noxious weed control laws or to control pests on an emergency basis when such control is necessary to protect public health. (4) Pasture or graze the premises (5) Use or authorize use of the premises for any purpose, except as specified in paragraph 3.

F) Installation and maintenance of fencing is the Grantor's responsibility.

3. RESERVED RIGHTS OF OWNER, POSSESSOR, ASSIGNS, & HEIRS (GRANTOR)

A) The Grantor may use the premises insofar as such use is consistent with the rights, privileges, restrictions and covenants contained herein.

B) Nothing herein shall be construed as limiting the right of the Grantor to sell, give or otherwise convey the premises, provided such conveyance is subject to the terms of this easement.

4. GENERAL PROVISIONS

A) The Grantor releases the Grantee from any claims of damage which may arise as a result of floods and flash floods on the lands.

B) The Grantor shall neither lease nor convey any other easement in any way affecting the use and enjoyment of this easement without the prior written permission of the Grantee.

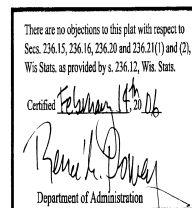
C) If any provision of this easement is found to be invalid, the remainder of the provisions shall not be affected thereby.

D) Any ambiguities in this easement shall be construed in a manner which best effectuates conservation and enhancement of water quality and habitat for fish and wildlife.

E) No motorized vehicles shall be used on the premises except for maintenance.



August 14, 2003
Revised October 10, 2003
Revised November 3, 2004
Revised December 8, 2005 (added points on line)
Revised February 2, 2006 (state and county corrections)



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TAY MARCH 2003
SUT 2424 507-794
DRAWN BY: JIM
CHECKED BY: LOR

Moose Creek
Robert Coleworts

DATE: 08/14/2002
Autocad Drawing No. C-1295F.dwg

PROJECT NO. C-1295

SHEET NO. 3 of 3

DRAWING NO. P-1910