

Village Board Meeting Notice and Agenda

Monday, June 8, 2020 – 6:30 pm
Sherwood Village Hall – W482 Clifton Rd., Sherwood, WI.

NOTE: Due to COVID-19 restrictions, residents are not allowed in the Village Hall but may 'join' the meeting at 6:30pm via Webex meeting home page at www.villageofsherwood.org. On the upper right-hand side of your computer screen you will see the link to join the Webex meeting. You may also print or save a copy of the complete meeting packet.

- 1) Call to Order and Roll Call.
- 2) Pledge of Allegiance.
- 3) Approval of the Agenda.
- 4) Approval of Minutes: May 26 (Special Meeting).
- 5) Registered Citizen Comments on Agenda Items.
- 6) Report of the Plan Commission (June 1)

	<u>Recommendation:</u>
a) <i>Fire Pit regulation</i> : Consider Code update.	Approve.
b) <i>Open Burning</i> : Survey results and recommendation. Consider Code update.	Approve.
c) <i>Area Development Plan (ADP #2020-01)</i> : Consider development proposal (Parcel #13697; 10.2 acres; Schulz, Burzynski). Note: Previous plan reviewed in 1997 for development as <i>Sherwood Forest 2nd Addition</i> . Only one lot approved, via CSM, for construction of a single-family home (Schultz).	(No action.)
- 7) Report of Village Officers.
 - a) Village President.
 - b) Fox Cities Area Room Tax Commissioner.
 - c) Clerk/Treasurer.
 - i. Financial Reports.
- 8) Village Engineer and/or Utility Operator: Updates.
- 9) Village Administrator: Updates.
- 10) Old Business:
 - a) Computer devices for Village Boards: Update.
 - b) Public Hearing(s) scheduled for July 13: High Cliff Golf Course petition(s) for PUD/RP/CPA regarding development of 22-duplex units on private road (current 18th hole): Village Board request for information, per 05/26/20 meeting. (Info, only.)
- 11) New Business:
 - a) *Pond View Estates subdivision*.
 - i. *Establishment of Escrow Account per Developer Agreement*: Request to establish account funding roadway construction (\$282,851.70) for purposes of obtaining building permits (per Developer Agreement §3).
 - ii. *Village acceptance of public improvements by Resolution* (per Developer Agreement §9b).

Welcome to the Village Board Meeting! Please observe the following rules of conduct during the meeting:

1. Register to speak on the sign-in sheet on the table in the back of the room as you enter.
2. Speak only to issues on the Agenda.
3. Limit your presentation to three (3) minutes.
4. Do not address Trustees during deliberations unless requested to do so.
5. Any item listed on the Agenda may be acted upon by the Board.
6. A Quorum of any other Board or Commission is incidental to the V. Board meeting and no action shall be taken on their behalf.
7. Requests from persons w/ disabilities needing assistance to participate should be made to the Clerk (989-1589).

- iii. *Developer to pay for Street Trees (\$19,500; per Developer Agreement §21).*
 - iv. *Stormwater run-off from abutting Hopfensberger parcels.*
 - b) *Clerk-Treasurer Hiring Process: Discuss Hiring Committee continuance of review process, interviews, and reporting back to Village Board.*
- 12) Complaints & Compliments: None.
- 13) Correspondences:
- a) *Request to sign 2020–Gun Violence Awareness Day Proclamation (K. Olson – Wisconsin Moms Demand Action; May 26).*
 - b) *Request to place wildflower area by Village multi-modal path (Franzen; May 27).*
- 14) Adjournment.

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Village Board Special Meeting Minutes May 26, 2020

NOTE: Due to COVID-19 restrictions, residents are **not** allowed in the Village Hall but may 'join' the meeting at 6:30pm via Webex meeting home page at www.villageofsherwood.org. On the upper right-hand side of your computer screen you will see the link to join the Webex meeting. You may also print or save a copy of the complete meeting packet.

- 1) Call to Order and Roll Call – *Present Laux called the meeting to order at 6:30 p.m. with roll call:*

<i>Present</i>	<i>Absent</i>
<i>Bob Benz (Virtual)</i>	<i>None</i>
<i>Paul Grube (Virtual)</i>	<i>Others Present</i>
<i>Roger Kaas (Virtual)</i>	<i>Randy Friday, Administrator</i>
<i>Joyce Laux</i>	<i>Steve Summers, Plan Commission Chair</i>
<i>David Miller</i>	<i>Kathy Mader, Acting Clerk</i>
<i>Lisa Ott (Virtual)</i>	<i>Craig Hamilton, AIT</i>
<i>Kathy Salo (Virtual)</i>	

- 2) Pledge of Allegiance – *Recited*

- 3) Approval of the Agenda – *Salo moved to approve the agenda. Ott seconded. Motion carried unanimously.*

- 4) Approval of Minutes: May 11 – *Salo moved to approve the May 11, 2020 minutes. Kaas seconded. Motion carried unanimously.*

- 5) Registered Citizen Comments on Agenda Items – *None*

- 6) Report of the Plan Commission (May 18)

	<u>Recommendation:</u>
a) RP#2019-01: High Cliff Golf Course request to rezone Hole #18 (Parcel #13425) from IR-1 to IR-2 (home-building).	Approve (unanimous).
b) PUD #2019-02: HCGC request for a Planned Unit Development (22 buildings as 44 duplex units; Parcel #13425; 11.3 acres).	Deny (4-3).
c) CPA #2020-01: Request to amend Village Comprehensive Plan in conjunction with aforementioned HCGC items.	Approve (6-1).

((Note: Above items 6) a, 6) b and 6) c to now be considered for Public Hearings)).

 - d) Concept Plan: Consider updated HCGC development proposal (from 18 buildings to 22 buildings). Approve (5-2).

 - e) Area Development Plan #2020-01: Burzynski request for property development (expand Sherwood Forest subdivision–King’s Way; Parcel #13697; 10.2ac.; Schultz owner) Info, only.

Summers summarized the discussions and decisions of the Plan Commission in regard to items 6) a – 6) e. Friday clarified items 6) a – 6) c will be considered for Public Hearing at the July 13, 2020 Village Board meeting.

Benz requested Friday to forward to him a copy of the 2010 Developer's Agreement a copy of the related Attorney's Opinion. Friday stated he will forward all of the information to the Village Board trustees.

In response to request from Kaas and Benz to have the Plan Commission reconsider item 6) b, Friday stated the Plan Commission is a recommending body and the Village Board may take their recommendation into consideration but will have the final vote on the item.

Kaas inquired about the status of the lawsuit to relocate hole #18 and was there any discussion about proposed "Plan B" for the layout of the golf course. Summers answered the mediation has not occurred due to the Covid-19 emergency procedures in place and there was no discussion at the May 18 PC meeting about "Plan B".

Regarding ADP #2020-01 (Burzynski) development of 10.2 acres (Parcel #13697), Summers reported Friday has learned there is a 1987 document regarding Parcel #13697 which might limit development. Friday will conduct more research of the document and speak to the requestor. There was no other information presented by the requestor at the meeting.

All were in consensus of scheduling the Public Hearing for July 13, 2020 for items 6) a – 6) c.

- 7) Report of the Community Development Authority (May 20)
 - a) Bid Award – CDBG 'Close' Grant Application: Awarded to Cedar Corp. (\$2,750) to prepare grant application assisting in Former-Hawkinson property redevelopment (Condon Road).
Info, only.
 - b) Condon Road extension: Award draft of CSM (Cedar Corp.) of former-Hawkinson and –Duncan properties for redevelopment.
Info, only.
 - c) Condon Road Extension: Consider disposition of VFW Post #496 T-33 plane location, versus 'All Services Monument' location. Village Board supports initiative to move plane beside gymnasium.
Info, only.
 - d) Sherwood Developer Tour: Consider rescheduling tour date.
Info, only
- 8) Report of Village Officers.
 - a) Village President – *Nothing.*
 - b) Fox Cities Area Room Tax Commissioner – *Benz stated there is nothing to report as the Room Tax Commissioner. Benz shared discussion from the May 20 Community First Sports Complex meeting. He said Miron Construction will be adding parking space and other amenities; practices are allowed with players and coaches only allowed; naming rights to be announced; and 2021 scheduling is underway.*

c) Clerk/Treasurer.

- i) Consent Agenda (Financial Reports; 15 Operator's Licenses) – ***Salo moved to approve the Financials and 15 Operator's Licenses. Kaas seconded. Motion carried unanimously. Friday stated the bulk item collection has not been rescheduled at this time by Advanced Disposal. AD will reschedule when they believe the Covid-19 pandemic will not affect their staff.***

9) Village Engineer and/or Utility Operator: Pond View Estates – Stormwater run-off from abutting Ag. field (Hopfensperger) – *Friday reported the “Wink Mart” location remediation is scheduled to take place tomorrow (May 27, 2020).*

10) Village Administrator: Updates. - *Friday will be on vacation starting June 15 through June 26.*

11) Old Business:

- a) Computer devices for Village Boards: Update – *Kaas said there is nothing to report at this time.*
- b) Open Burning regulation: Update – *Salo stated the discussion will take place at the June 2 Plan Commission meeting.*

12) New Business:

- a) (Re-)Moving Air Force monument plane: Consider final disposition of aircraft to be communicated ASAP to Am. Legion Post #496 and USAF Museum (Condon Road project). – ***Kaas moved to approve relocating the plane adjacent to the Village Rec Center (gym) contingent on whether or not there is any other interested party or organization. Salo seconded. Motion carried unanimously.***
- b) Consider abutting Ag. field drain tile hook-up into Pond View Estates subdivision storm water infrastructure (See #9 above) – ***Laux moved to require Hopfensperger to reditch their water runoff into their own ditch and not into the Sherwood storm sewer system and disapprove of their stormwater being forced onto the Village property. Benz seconded. Motion carried unanimously. Friday was instructed to have the village engineer speak to Van's Construction engineer regarding legal ramifications.***
- c) Consider 'Special Meeting' regarding re-opening parks and amenities – *All were in consensus of not scheduling a special PRUT meeting. The discussion to consider re-opening the parks and amenities by the PRUT will take place at the regular scheduled meeting on the third Monday in June.*

13) Complaints & Compliments: *None.*

14) Correspondences:

- a) U.S. Census – Self-Response Rate (U.S. Census Bureau; May 15).
- b) Sherwood plan, if any, to open gymnasium and/or park space(s) (Nancy Kreuger; May 18).

- c) Recycling Grant Award (\$7,767) (May 19, WisDNR).
 - d) Monthly Activity Report (Calumet County Sheriff's Dept.; April).
 - e) Documentation supporting petition(s) for 'PUD' development on Hole #18 (Dan Rippl – CEO High Cliff Golf Course; May 21).
 - f) Disposition of Legion Post #496 'T-33' aircraft (Melissa Shaw – National Museum of the U.S. Air Force; Bob Vande Hey – Treasurer/Spokesperson American Legion Post #496).
- 15) Adjournment – *Miller moved to adjourn at 8:03 p.m. Salo seconded. Motion carried unanimously.*

Respectfully submitted for review and approval by Kathy Mader, Acting Clerk

Sherwood Plan Commission Meeting Notice and Agenda

June 1, 2020 – 6:30 p.m.

Village Hall – W482 Clifton Road, Sherwood, Wisconsin

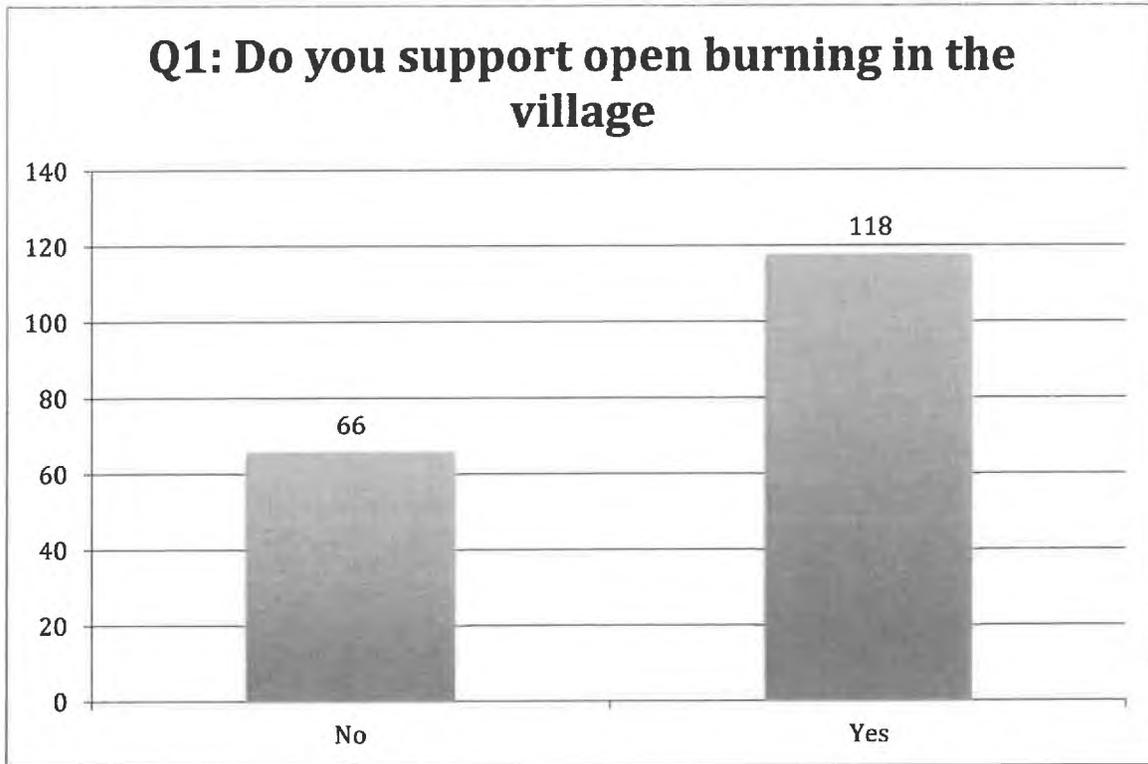
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- 1) Call to Order/Roll Call.
- 2) Pledge of Allegiance.
- 3) Approval of the Agenda.
- 4) Approval of Minutes: May 18 (Special Meeting).
- 5) Citizen comments on agenda items.
- 6) Officer's Report
 - a. Plan Commission – Chair.
 - b. Zoning Administrator.
- 7) Old Business:
 - a. *Fire Pit regulation*: Ordinance review (Summers).
 - b. *Open Burning*: Survey results (Salo).
 - c. *Area Development Plan (ADP #2020-01)*: Consider development proposal (Parcel #13697; 10.2 acres; Schulz, Burzynski). Note: Previous plan reviewed in 1997 for development as *Sherwood Forest 2nd Addition*. Only one lot approved, via CSM, for construction of a single-family home (Schultz).
- 8) New Business: None.
- 9) Correspondences: None.
- 10) Adjourn.

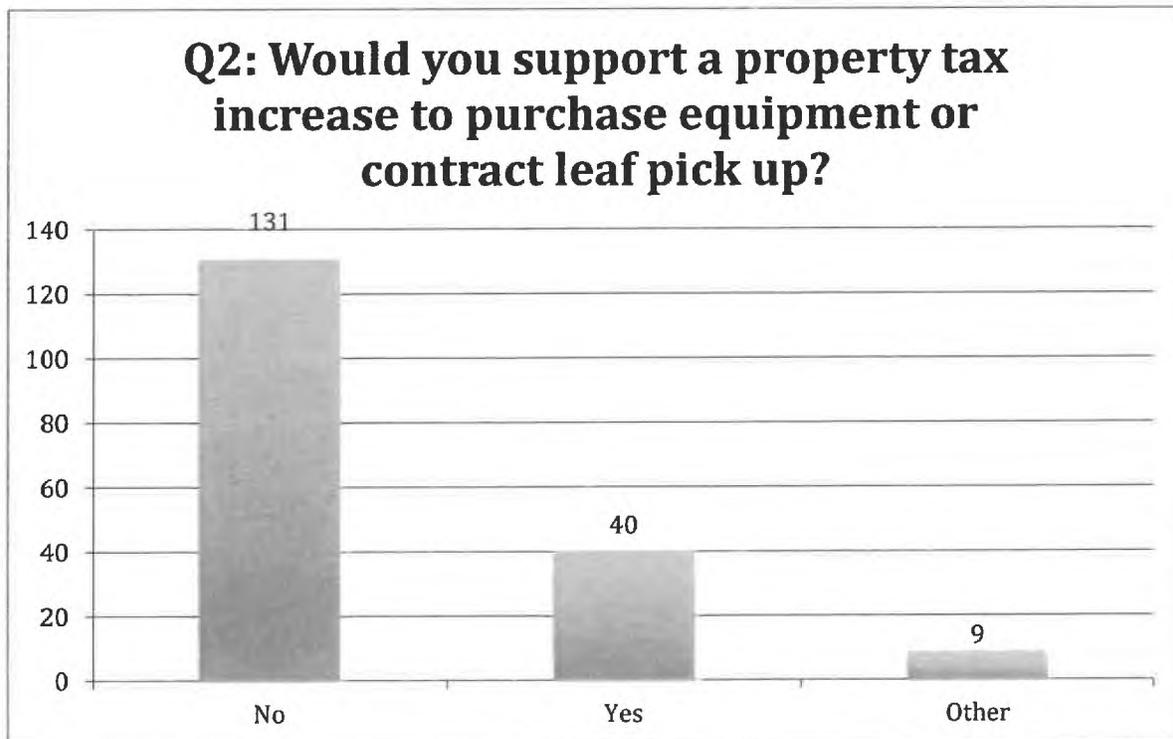
Welcome to the Village of Sherwood Plan Commission Meeting

To assist the Commission in conducting its business, we ask that you observe the following:

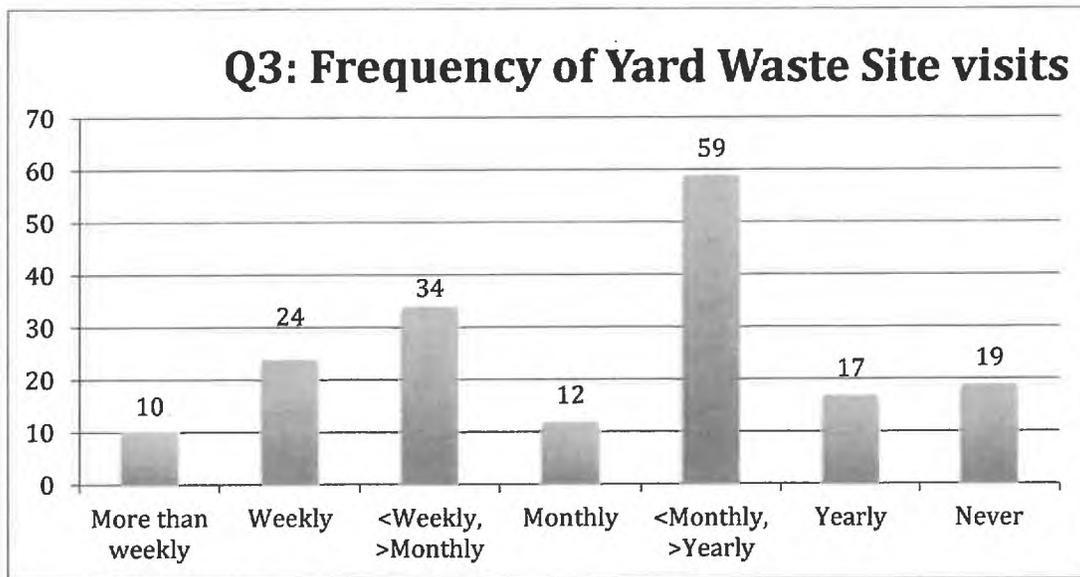
1. Please speak only to items on the agenda.
2. Please limit your presentation to three (3) minutes.
3. Please do not address the Commissioners during deliberations unless requested to do so.
4. Any item listed on the Agenda may be acted upon by the Commission.
5. Requests from persons w/ disabilities who need assistance to participate should be made to the Clerk's Office (989-1589).
6. A quorum of Village Board members may be present at this meeting. Their presence is for informational purposes only, and no business or action of the Village Board will be transacted.



Most frequent "Yes" response cited inconvenient hours of the Yard Waste Site
(17 "Yes" responses were specific to fire pits)
Most frequent "No" response cited Air Pollution/Health Issues



Most frequent "Yes" response cited they felt it would reduce the open burning and health hazards
Most frequent "No" response cited a Yard Waste site already exists but better hours are needed
"Other" response cited they would consider but need more information



Respondents cited inconvenient Yard Waste Site hours makes burning an easier alternative

184 respondents of 2,123 voters = 8.7%
 5.6% = Yes, however, if wind blows the smoke, it can affect 100% of residents
 3.1% = No

Recommendation:

- *Create an ordinance as recommended by WI DNR using model burning ordinance
- *Ban all leaf burning for residential and commercial properties less than 5 acres
- *If more than 5 acres, only burn when weather conditions are appropriate and must notify Calumet County Dispatch (as recommended by Harrison Fire Chief)
- *Allow burning of small brush/sticks if it fits into a fire pit (burns hotter, faster so less smoke)
- *Encourage mulching for those who choose not to use the yard waste site
- *Enhance yard waste site days and hours of operation
 For example: 2-8 pm Tuesday and Thursday, 8am - 4pm Saturday
 Or perhaps extended hours/days in May and October/November

If leaf burning is not banned:

- *Enhance yard waste site days and hours of operation
- *Allow in October/November by permit only *and* if weather conditions are appropriate
- *Must notify Calumet County Dispatch (as recommended by Harrison Fire Chief)

	A	B	C	D	E
1	<u>Do you support open burning in the Village</u>	<u>Why or Why not</u>	<u>Would you support a property tax increase to fund the purchase of equipment or contracted pickup of leaves and small branches in October and November</u>	<u>How often do you visit the yard waste site</u>	<u>Address: (required)</u>
2	Yes	It is extremely simple, cost effective way of disposing said materials, and is being done safely by all. It is expensive to use the Sherwood recycling (yard waste site) of said materials and extremely in convenient. As long as we can burn there is no issue of contracted pickup of leaves and small branches in Oct. and Nov.	No.	0	N217 Queens Court
3	No	Should be controled	yes	weekly	N8196 Pond Court
4	Yes	Our family enjoys camp fires and the occasional burning of yard waste. If the yard waste site was more readily available for use i would need to burn less yard waste. The smoke from neighbors burning does not bother us.	No, just keep the yard waste site open.	Weekly	W4806 Questa Ct
5	No	There has been quite a bit of open burning in our neighborhood in recent years and it seems they are burning things they shouldn't be burning because the smell is terrible. Others seem to burn on windy days and nice days when others would like to have their windows open - - but have to immediately shut them as the smoke is coming in. It really divides the neighbors and does seem rather rude and disrespectful of others homes and space. If it could be done on a specific day of the month between given hours or something, like every other Saturday from 7am-10am for example - - that may be more acceptable as you know when it is going to be and you can plan around it.	No. - I like the yard waste option. It is nice to have available to us.	1-2x a month	N423 Robinhood Drive
6	No	There are people who have respiratory problems and having all the smoke from the burning leaves may cause issues.	Yes	5 times a year	W5044 Cherrywood Dr
7	No	I don't think residents will be respectful or safe with open burning.	Yes	Multiple times every month	W4793 Cliff View Dr
8	No	The smoke and smell are bothersome to my allergies.	Depends on cost	8x/year	N7883 Cliffwood Drive
9	No	I only support burning in a firepit or burn barrel. Any burning outside of a fire pit or burn barrel may get out of control and cause damage to resident property or beyond.	No	5 times per year	N7907 Creekside Drive
10	No	Houses are too close together to safely burn and most people don't properly prepare for controlled burns (i.e. water supply ready, small piles, checking wind conditions, etc.).	No	Never	N7926 Ridgeview Ct

	A	B	C	D	E
11	Yes	I can freely get rid of my leaves and brush when I decide to rake and landscape by burning at home. It also does not cost me anything. With a proposed taxed designated time for leaf collections I would have to rake immediately prior to pick up so that leaves don't blow through the neighborhood	no	once a year	n7881 bluffside court
12	No	Three people in our household have asthma that is aggravated by smoke, including smoke from brush burning. We can drive by it in Darboy and my son coughs continuously until we can get his rescue inhaler in him. For us this is a health and safety issue.	To some extent yes. Our taxes are high as it is given the incredible increase to our tax base and no munciple services like a police department.	1-2 times a year, but multiple trips at those times.	W5260 Waterview Dr.
13	No	For the same reason smoking is not allowed in public places. A person can choose to get away from cigarette smoke, I can't leave my home nor should I need to shut windows after smoke has entered my home. We live in a village, not in rural Harrison or St. John! Smudge fires left unattended all day (usually on weekends) need to be banned.	no	12 times per year	N7914 Creekside Drive
14	No	Smell/Odor...can't open up house on nice fall day and enjoy time outside.	Yes	1x per week in summer / fall	W5231 Natures Way Dr.
15	Yes	Yard waste site limited hours. Be great if the site could be code locked for residents to come and go as they please. The 2-6 PM on Tues/Thursday and 9 am - Noon Saturday can make it impossible. I'm assuming most of us work daily 9 to 5s? Normally, I am doing my yard work on Saturday mornings and will not be ready in time to drop off by noon. Most of the time I end having to park outside the gate and drag in my yard waste on tarps. I'd also be open to raising taxes to bring in some more gravel so it isn't a mud pit.	Yes	When its open? Once a month if lucky.	N7878 State Park Rd
16	No	It is just creates such an overwhelming smell and air quality that makes it difficult to even be outdoors when the air is filled with smoke smell - and often times what is being burned that shouldn't be burned (trash etc) causes an even more disgusting smell. And it's so frustrating when there's a day you can finally have windows open for FRESH air and then you CAN'T because people are burning and smoke smell filtrates into your home. There's just no good time to burn. And having the yardwaste site available prevents the need to burn.	No	Usually every other week or so Spring - Fall.	N423 Robinhood Dr.

	A	B	C	D	E
17	Yes	<p>Yes. As long as the open burning of leaves is done thoughtfully regarding neighbors and wind direction. I am aware that many people are bothered by smoke inhalation and if I know my neighbors have an adverse reaction to smoke I would not burn. Can leaf burning be restricted to a designated time in the Fall? Open burning of logs in fire pits I do not view as an issue regarding smoke production.</p> <p>Would the pickup of leaves and small branches ever be extended in the future to a composting service that would benefit local farms such as those offered, for example, by compostcrusaders.com and compostexpress.com in Milwaukee and curbsidecomposter.com and earthstewcompostservice.com in Madison.</p>	Lloyd & Jan Hughes	5 or 6 times a season the rest of the time we rely on our garden service to haul away leaves and garden debris	W4891 Escarpment Terrace
18	No	<ol style="list-style-type: none"> 1. Village provides a waste site for garden and yard waste. This then provides free mulch for the residents. 2. Open burning adds additional carbon dioxide (green house gases) to the atmosphere. 3. Depending on wind conditions the burning is an annoyance for neighbors throughout the village. 4. Residents with breathing conditions are affected by the open burning with no effective way to stop smoke inhalation. 	NO, the waste site is free. No reason to increase taxes.	Spring 2X per wk/Summer 2X per mo/fall 2X/wk	W5011 Cherrywood Dr
19	No	There are better ways to dispose of your yard waste than burn it. The negative impact on the environment is my main concern.	yes	once a week	N 7868 State Park Rd.
20	Yes	Backyard fires are enjoyable to have year round. Limiting the size is very subjective and will be challenging to burn. Being able to occasionally dispose of brush and leaves by burning is also important. Many yards in the village are sloped or have trees that drop leaves and branches throughout much of the year. The yard waste site hours are very inconvenient and often times when weather or schedules allow residents to pick up their leaves and branches, the site isn't open. Generally speaking, Sherwood is a large lot and spread apart village without homes very close together. We don't have the same design as a packed city like Appleton where more intense regulation is warranted. Going the route of intense burning regulations and or implementing burning permits is something this Village is not set up to handle staffing wise and will likely lead to further neighbor quarrels about times of a fire that can't be enforced at 2am, or neighbors arguing over a size of a fire. How about just educate residents about responsible open burning and offer better opportunities to dispose of items than currently exist.	Yes	2x a year. I use a parents woods and have even used Harrison because of the access limitations at Sherwood	W4878 Escarpment Terrace

	A	B	C	D	E
21	Yes	The yard waste site closes for the year before I can get all the leaves off my property. The willow in my backyard doesn't drop its leaves until early December. I would like to be able to burn them if the yard waste site is not an option. Thanks for asking!	no	weekly during spring\fall cleanup	N7759 Palisades TRL
22	No	We have had hot ashes fall on our roof, deck and outdoor furniture. one fall evening a neighborhood smelly fire triggered our smoke alarm.	No Thanks	Once a week,more in Spring and Fall	N6009 Timberline Drive
23	Yes	We enjoy sitting outside with a campfire. It's relaxing. We moved to Sherwood because it's a village. We don't want Sherwood to evolve into a city. If a neighbor's smoke is bothering us, we would go over to tell them and perhaps just stay to enjoy their fire.	No	1 to 3 times per week	N7874 Edgewater CT
24	Yes	Obviously there are always going to be a few individuals who do not show common sense or neighborly concern when they are burning, either related to size of the fire or contents put in the fire. That being said the vast majority of residents have common sense and show neighborly concern, and should be allowed to have the choice to open burn.	Yes	Monthly	N515 Royal Court
25	Yes	95% of the residents in Sherwood are responsible adults and have or will take "open burning" seriously. The potential of abuse of the new ordinance would be minimal in my eyes.	Yes - Less "Open Burning" would occur then!	Too often ... the hours are not very friendly for "working" residents . If you are retired then there isn't a problem.	W5163 Natures Way Drive
26	No	It smells so bad and when our neighbors do it, its always very smokey, you can't even go outside and the smoke penetrates into the house.	Not really	usually weekly	W4887 Mustang Dr.
27	Yes	I live on the lake and we are experiencing huge losses of our White Willows and White Ash. I'm constantly cleaning up not only just branches that fall down in the winds but large trees as well. Between all the leaves I have that fall each year and larger branches that are not accepted in the yard waste site not to mention my schedule hardly seems to match the site's, burning is my best option. I'm very cognizant of my neighbors and only burn when the wind is pushing the smoke out to the lake.	NO! I pay \$14000/yr Thats enough!	Once or twice because my schedule	N7821 State Park Road

	A	B	C	D	E
28	No	<p>Our neighbor has a fire pit about 20 feet outside their back patio. They burn their recycle materials in it (including plastic). The toxic smoke smells and comes in our windows during the summer (we can still smell it when our windows are closed). They also, admittedly, burn their credit cards in their fire pit rather than shredding them. It creates a horrible stench as well as toxic smoke. I think a mailed reminder to Sherwood residents outlining what is, and is not acceptable should be done without including anything else in it. Otherwise, the message about appropriate use of fire pits gets lost.</p> <p>We take our brush and leaves to the local site which is more than adequate.</p>	No	Every other week when it's open	N7830 State Park Rd
29	No	Smoke contains contaminants and degrades our air quality. The Times-Villager published our letter stating our view that smoke from outdoor burning is hazardous to health in the September 28, 2019 issue. This correlates with the concerns expressed by Little Chute residents published in the August 28, 2019 issue of the paper. We understand that people feel that they have the right to have outdoor fires, but we also have the right to breathe clean, uncontaminated air in our own yard. Also take into consideration people with health issues that are forced to breathe contaminants that are in the smoke.	Yes	Approximately 6 times per year	W200 KINGS WAY
30	No	I have a wood burning fire pit and enjoy it. I believe in taking leaves and brush to the village site.	no	weekly when it is open	W5241 Natures Way Dr.
31	Yes	We don't need to legislate everything. Most residence have common sense and are considerate of others. For the few that that are not considerate, the Sheriff can handle those situations.	It could be a possibility. I would have to know more	when open two or three times a month	W210 Kings Way
32	Yes	I don't burn my leaves, I mulch them. With that being said, I don't mind or have issues with others burning leaves.	No	3-5 times annually	N430 Meehl St.
33	No	<p>We have a yard waste place to take our yard waste too ! So NO need to burn it !</p> <p>As for what Little Chute does with PEOPLE PAYING to use their yard waste place , is B.S.</p> <p>As for open pit fires, ONLY if wood is burned in them and nothing else and they are used in the evenings for recreational use , with people sitting around them, like at camp sites !</p> <p>I don't like it when we have a nice beautiful day and want to let fresh air into the house , I open the windows and smell burning materials coming in , instead of fresh air !!!</p>	NO !!!	8 to 10 times a month	W5257 Nature's Way Drive

	A	B	C	D	E
34	No	Health and climate concerns. I think people with small back yard fire bowls or fire pits could be allowed to continue using them. I also think people could be encouraged/educated as to the benefits of mulching their leaves.	possibly	3-4 or more times a year-- we do not have a trailer	W5043 Cherrywood Drive
35	Yes	Residents should be allowed to have fires on their property using good judgement. We were notified by a police officer a couple years ago that we should call Calumet County non-emergency to let them know we are having a fire so they can add us to the list each time. If open burning continues to be allowed maybe that information could be shared with residents.	no	2-3 per year	N7907 Edgewater Ct.
36	No	Burning of large wet leaf piles is a public nuisance. The smoke often blows directly at neighboring houses (away from the pile) and forces everyone to seal up all windows and hunker down on perfectly beautiful fall days. We move to Sherwood to be close to nature and relax. The leaf fires make it more like burning oil fields.	Yes	Very rarely	W4851 Black Cherry Ct
37	Yes	I think it is fine as long as it is done in such a way as to not be a nuisance to your neighbors which would require some kind of regulation	Yes	Few times a year	W5039 Cherrywood Drive
38	Yes	We have a lot of mature trees and rely on burning to rid our yard of leaves. We have no way of getting the leaves to the yard waste site. In addition, we enjoy having bonfires.	NO	Never	W4872 Escarpment Terrace
39	Yes	I moved into Sherwood 30 yrs. ago because of the wooded areas. Burning allows me to keep my lot clean of fallen branches and leaves in the fall. I burn leaves as few times as possible. Approx. 3-4 times. Of course the occasional backyard fire in my standing fire pit is nice too.	Minimal. Why can't Sherwood be like other municipalities that provide this.	A couple of times a year.	W4879 Bridle Rd
40	Yes	I have not found open burning to be a nuisance in the village. My personal opinion is that it is not an issue of concern currently.	No	1 to 2 times per year	N317 Military Rd
41	Yes	I DONT THINK I SHOULD NEED A PERMIT TO BURN ON MY OWN PROPERTY	NO	2-3 TIMES/ YEAR	n477 margaret ct
42	Yes	We live out here to avoid needing a "permit" for everything. If I wanted that, I would live in town. Also, the yard waste site isn't open year round. And I live near the yard waste site, and wouldnt want it open year round either - I dont like the extra traffic driving past our home.	No	0	N654 Military Rd.
43	Yes	Open burning allows us to easily burn leaves in spring and fall. It also allows for sharing great times with family and friends around a pit fire.	No	Once a month when open	W190 Kings Way
44	Yes		No, leave the yard waste site open. You don't need to man it with a "woodchip nazi"	7 times/ year	428 Veterans Ave

	A	B	C	D	E
45	Yes	I feel if most of the village is responsible adults why should we change it for irresponsible individuals that ruin it for everybody else that have been respectful of others when they burn ~ I think in this day and age most people don't have the cash to put in a propane line to the fire pit. Second I think the individuals that are being negligent or nuisance to their neighbors should be charged not just warned because if they were warned then they just harass their neighbors and then it just gets to be a big drama fest !	No	1-2 x	W230 Kings Way
46	yes	Yard waste site is not open late enough in November of for enough days	? How much	1x per week, 2x if grass grows fast	Questa Ct
47	yes	You shouldn't need a permit for this. It would just be a 'nanny-state" regulation. Seems like a pointless regulation to us. Would people even follow it?	depends on how much	4x per yr.	Lakeshore Ln
48	no	it smokes out the inside of my house, causes smoke smell for months. Harbors woodchucks, rats, mice! Weeds get six ft in height, creates home for these animals and brings them under porches, out buildings etc.	no	couple times or when need per yr.	lower cliff rd
49	no	this means more people will be burning, which adds to air pollution. Most people don't pay attention to it its blowing in their neighbors windows. And safety wise, will they start an adjoining field on fire?	no	2-4x per month	pigeon rd
50	no	most burning outside of fire pit is for leaves. Burning leaves is very obnoxious (smoke) I would prefer no leaf burning anywhere. Leaves should be mulched, either on property or yard waste site	no	one visit/mo, wusally branches	spring hill dr
51	yes	I have around 40 trees and no way to transport leaves and branches to yard waste site	no	never	escarpement terrace
52	yes	we live in a rural area and fall burning of leaves is a wonderful tradition. I'm a 40 yr resident	no	1xper yr	edgewater ct
53	yes	burn wood all year long, leaves in fall-limited year waste site hours	no	7x per yr	lower cliff rd
54	yes	so many trees and leaves in sherwood. To many to bag and dispose of. Burning would be easier	yes	2-3x yr	forest ln
55	yes	im not bothered but I know others are bothered by rude neighbors who stink out their neighbors.	yes	2x week	cliffwood dr
56	yes	it allows people the chance to keep their property clear of debris that could be a hazard if not addressed properly	yes	not at all	military rd
57	no	health and safety (see attachment 1)	yes	20-25+	robinhood way
58	no	Because off nuisance/toxic smoke in the neighborhood and fire danger-particularly in heavily built subdivision areas. Not everyone monitors fires as they should	yes-reasonable amount	20x yr	Nicklaus ct

	A	B	C	D	E
59	no	unattended fires are dangerous. Smoke pollutes the air and many times we have had to close our windows. To us it's the same as breathing second hand smoke. Smoke smell is hard to get rid of on anything	yea	6-7 times per year	spring hill dr
60	no	health and wellness for surrounding neighbors; safety, surrounding properties affected plumes of smoke. The health concerns/issue is significant especially due to ingress of smoke going into surrounding homes.	yes	weekly	Bridle Rd
61	no	bad for environment, gets in open windows, on hanging wash, fire hazard, etc	yes	monthly	Stumpf Ave
62	no	pollution-smoke when windy, people abuse the hours and what they are allowed to burn	yes	weekly	Nicklaus Ct
63	yes	if controlled and watched, no smoldering for hours (burn hot and fast) watch it then dose it out! No burning pallets and other garbage, need to be considerate of neighbors	no	1x every 2 weeks- hours are too limiting	sundown ct
64		if someone wants to burn leaves or branches and is supervised while there is a fire or smoke, ok, but only during daylight hours.	no	2-3 x per month	Mustang Dr
65	yes	a start and end time along with smoke blowing away from homes	no	0	escarpment ter
66	yes	limited hours of yard waste site.- not convenient. Combined Locks uses a vehicle sticker with camera. \$5 per sticker would pay for camera and allow site to remain open every day and not have to pay a person to monitor the site. Camera would record vehicles and license plates for compliance with hours and sticker, etc.	no		creekside dr
67	yes	because it is not an issue that the village should be worried about.	no	2x	forest ave
68	yes	need to take care of yard waste when it's convenient for me	no	when possible	clifton rd
69	yes	due to limited hours of yard waste site	no	1-2 tmes	palmer ct
70	yes	way to many trees in the area so burning is the best option. Plus, if I have to take everything to the yard waste site I would need to trailer and there are rules against having a trailer outside.	no	almost never	timberline dr
71	yes	reduce cost of yard waste site, etc	no	1x per month	nottingham way
72	no	too much smoke and soot and foul smell	no	2x per month	queens ct
73	no	unattended fire/negligence/could spread and is dangerous. Smoke is a huge problem. People are not courteous about their smoke going to their neighbors. The yard waste site needs to be open a lot more than it is.	no- extend the days and hours of the yard waste site	a lot	natures way
74	no	Sherwood has too many residents who will be bothered with smoke from a neighbors leaf and yard waste fire. Smoke nuisance is further increased and aggravated by the frequent burning of damp/wet leaves or green yard debris. These conditions frequently occur in fall	no	never	big lake ln
75	yes	its more convenient to burn than to haul it		a few times per year	state rd 114

	A	B	C	D	E
76	no	I think people should mulch or compost their leaves and bring brush to the yard waste site. Burning for cookout, campfire or native prairie maintenance has a valid purpose. Mulching is easy if you have a good system.	no	6x /yr	travino ct
77	yes	because we are a small village and there is no need for a contracted pick up	no	never	meehl st
78	yes	for recreational things like bonfires and small brush removal	yes	1x/week	robinhood dr
79	no	we have a yard waste area	no	weekly	cliffview dr
80	no	I live in one of the areas where this is a daily occurrence and it's horrible to be outside on these days. We have also burned leaves in our yard at what we thought was a safe distance and have gotten complaints from neighbors a great distance away. especially problematic is the smoldering type of fires.	yes	1x/yr-we compost leaves and have a chipper for branches which we use for mulch	bridle rd
81	no	the homes that are built as neighborhoods are not distant enough to prevent ash to fly to neighbors air/screens. We have suffered this consequence. It is also not good for the quality of air. Perhaps only as a very limited allowance?	no	very often	robinhood dr
82	no	fire pits are ok, but it is getting too populated for leaf and garbage burning	no	6-8x/yr	cliff view dr
83	yes	the area where we live is surrounded by an abundance of trees so we deal with our own leaves plus a huge volume that blow our way. It would be very difficult to move all the leaves to the street where they would then blow all over the court and create more issues.	no	the yard waste site is a joke. It opens too late in spring and closes too early in fall.	horizon ct
84	yes	I have no objection to the occasional open burning of leaves and brush. In fact, I find the aroma generated by this activity to be rather pleasant. Of course, I do have to note that my neighbors have been very considerate and I have not experienced any heavy smoke as a result of their burning	Possibly, depending on price	weekly	golf course rd
85	yes	convenient, don't need a trailer to haul it. What we don't burn, we mulch.	no		waterview dr
86	yes	need to keep in mind wind and direction of smoke. Trees are great, but if you plant it, take care of it and its leaves. If you can't, then don't plant a tree	no	not much-hours open don't fit my schedule	military rd
87	yes	ordinance should address safety-restrict hours, etc. Impose a fine if fire gets out of control. Try that first and then revisit it.	no-Village could supply an "as needed" service and charge those who use it a fee	1x/mo	military rd

Village of Sherwood

Draft Fire Pit Guidelines

A recreational fire is any fire such as a campfire or cooking fire, fire pit or portable fire container for the purpose of recreation and personal enjoyment. Fire pits are an allowed activity in the Village of Sherwood. Existing fire pits at the adoption of these guidelines should:

1. Be no closer than 15 feet from any structure.
2. Should be no larger than 42 inches by 42 inches
3. Should have a minimum depth of 10 inches and should be covered when not in use. The pit should be surrounded on the outside by a non-combustible material such as concrete blocks, metal rings or rocks for a 12 inch width around the perimeter.
4. Should have a water source or fire extinguisher within 15 feet of the fire pit for fire suppression.
5. Should have at least one person age 18 or above at the activity.
6. Should not burn rubbish, garbage, treated wood, hazardous materials, flammable or combustible liquids, vinyl plastic or rubber materials.
7. Should not be started or allowed to continue burning when the wind exceeds ten miles per hour. Smoke from any fire should not create a nuisance for any neighbor.
8. Should be completely extinguished when the activity is completed.
9. Should be completed within these hours: 1pm to 10 pm Sunday thru Thursday, and 1pm to midnight Friday thru Sunday.
10. Portable, self-contained (commercially manufactured) fire pits must comply with all of the above applicable guidelines.

Fire pits constructed after the adoption of these guidelines must be in compliance with items 1-10 above.

Drafted by Steve Summers, Nov. 4, 2019. Updated by the Plan Commission on Dec. 2, 2019.

Village of Little Chute (02-2020)
Requested Changes to their Code -

Sec. 18-27. - Open burning.

- (a) *Prohibited.* No person shall build any outdoor fire within the corporate limits of the village except as set forth in subsection (b) of this section. Any permit issued is valid for one week. This prohibition on burning includes burning of construction waste and debris at construction sites.
- (b) *Conditions.* No open outdoor fires are permitted unless the following conditions apply:
- (1) Only wood, ~~er~~-charcoal, or propane and natural gas fuels may be utilized.
 - (2) Fire containment devices including pits shall not be permitted within 25 feet of any combustible or structure, or within ten feet of a lot line unless mutually agreed upon by the neighboring property owner.
 - (3) The fire must be attended at all times by an adult with access to a fire extinguisher or garden hose as a means to extinguish fire readily available.
 - (4) No fires are permitted if the wind speed exceeds ten miles per hour.
 - (5) Upon completion, the fire must be completely extinguished to prevent accidental reignition.
 - (6) Fire pits or other fire containment devices shall not exceed four feet in diameter.
 - (7) Flames shall be kept below ~~four~~-three feet in height above the pit or other fire containment device.
 - (8) Portable listed and rated fire pits shall be used in accordance with the manufacturer's recommendations and shall be placed on a non-combustible surface that is at least one and half (1.5) times larger than the size of the portable fire pit. In the absence of manufacturer's recommendations, fire tables shall be at least fifteen (15) feet from any type of building or structure, combustible material of any form, or property line.
 - (9) Any propane or natural gas fire tables must follow all manufactures specifications. In the absence of manufacturers recommendations fire tables shall be at least 15 feet from any type of building or structure, combustible material of any form, or property line.
 - (10) All portable fire pits and fire tables must be listed and rated devices. Homemade devices and converted grills are prohibited.
 - (11) Only clean dry wood can be burned. The burning of garbage, trash, refuse, treated wood, painted/varnished wood, plastic, rubber, construction lumber, and flammable liquids, and/or combustible liquids in any form is prohibited. Burning of leaves, yard waste, or brush is prohibited.
 - (12) Recreational fires, barbeque pits, portable fire pits, and portable outdoor fire places are permitted on properties zoned residential and occupied by a single or two family residences.
- (c) *Chief may prohibit.* The fire chief is permitted to prohibit any or all bonfires and outdoor fires when atmospheric conditions or local circumstances make such fires hazardous.
- (d) *Chief may permit.* Controlled burning of grass or similar vegetation for environmental management purposes, or ceremonial bonfires, with prior written approval of the fire chief may be permitted.
- (e) *Burning on streets.* No materials may be burned upon any street, curb, gutter or sidewalk.
- (f) *Order to discontinue.* The fire chief, his designee, or law enforcement officials are authorized to require discontinuance of burning if they determine that smoke emissions are offensive to occupants of surrounding properties or if the fire is determined to constitute a hazardous condition.
- (g) *Liability.* Persons utilizing and maintaining outdoor fires shall be responsible for any liability resulting from damage caused by his fire.

(Code 2006, § 5-2-9; Ord. No. 17(Ser. of 2002), 12-4-2002; Ord. No. 12(Ser. of 2008), § 1, 10-15-2008)

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In Progress Checks - Full Report - ALL
ALL Checks by Payee
STATE BANK OF CHILTON - CHECKING ACCOUNT

Page: 1
ACCT

Dated From: From Account:
Thru: Thru Account:

Voucher Nbr	Check Date	Payee	Amount
6/09/2020 AIT - APPLETON INFORMATION TECHNOLOGIES, LLC			
INV 25821			
100-00-51420-240-000		COMPUTER SYSTEM MAINTENANCE APRIL LABOR/REMOTE ASSISTANCE	2,087.25
Total			2,087.25
6/09/2020 ANDY STUMPF LANDSCAPING			
INV DATE 5/14/20			
220-00-53600-210-000		PROFESSIONAL SERVICES WANICK PARK - AERATE, ROLL, FERTILIZE	5,600.00
Total			5,600.00
6/09/2020 APPLETON, CITY OF			
02/01/2020 - 05/01/2020		Manual Check Nbr:	ACH061520
600-00-53700-610-000		PURCHASED WATER WATER VOL CHRG - @ 17234.1	82,034.32
600-00-53700-610-000		PURCHASED WATER WATER BASE CHARGE	426.00
600-00-53700-610-000		PURCHASED WATER CFP/FIRELINE	4,436.50
Total			86,896.82
6/09/2020 CARSTENS ACE HARDWARE INC			
INV 198960, 199364, 199872			
610-00-53700-650-700		MAINTENANCE WWTF HOSE ADAPTER, HOSE, NUTS & BOLTS	48.28
610-00-53700-650-700		MAINTENANCE WWTF SUPPLY HOSE	87.58
610-00-53700-650-700		MAINTENANCE WWTF CATRIDGE FILTER, DUCT TAPE	46.39
Total			182.25
6/09/2020 D & D EQUIPMENT CO, INC			
INV CW67415			
100-00-53200-350-000		HIGHWAY: MAINT/REPAIR SUPPL (1/2) R220 SKIDSTEER OIL & FILTERS	99.62
100-00-55200-350-000		PARKS: MAINTENANCE SUPPLIES (1/2) R220 SKIDSTEER OIL & FILTERS	99.61
Total			199.23

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ACCT

Dated From: From Account:
Thru: Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	6/09/2020	FERGUSON WATERWORKS	
INV 0301510		PAY ONLY \$108 PER UTL OPR	
600-00-53700-650-200		HYDRANT-MAINTENANCE	108.00
		PACER PUMPER CAP GASKT, DISPLAY	
		Total	108.00
	6/09/2020	FIEDLER, JASMINE	
		CANCEL DUE TO COVID 19	
100-00-46736-000-000		PARK & PAVILION USE FEE	200.00
		REFUND DEPOSIT - WANICK CHOUTE PAVILION	
		Total	200.00
	6/09/2020	GLEN BUELOW'S HOME IMPROVEMENTS	
		WANICK PARK STORAGE SHED	
220-00-53600-210-000		PROFESSIONAL SERVICES	365.00
		SIDING, FLASHING, WINDOWS, CAP, NAILS	
		Total	365.00
	6/09/2020	GOLDSCHMIDT, KARISSA	
		CANCEL DUE TO COVID 19	
100-00-46736-000-000		PARK & PAVILION USE FEE	200.00
		REFUND DEPOSIT WANICK CHOUTE PAVIL	
100-00-46736-000-000		PARK & PAVILION USE FEE	75.00
		REFUND USE FEE WANICK CHOUTE PAVIL	
		Total	275.00
	6/09/2020	GRUSZYNSKI, BRADLEY OR SHELLY	
		CANCEL DUE TO COVID 19	
100-00-46736-000-000		PARK & PAVILION USE FEE	200.00
		REFUND DEPOSIT - WANICK CHOUTE PARK PAV	
		Total	200.00
	6/09/2020	KAATS WATER CONDITIONING INC	
		CHARGES 6/1/2020 - 6/30/2020	
610-00-53700-640-200		WWTF SUPPLIES	10.05
		COOLER RENTAL	
		Total	10.05
	6/09/2020	MCO-MIDWEST CONTRACT OPERATIONS - LABS	
INV 25886			

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Dated From: From Account:
Thru: Thru Account:

Voucher Nbr	Check Date	Payee	Amount
610-00-53700-682-500		OUTSIDE SERVICE: TESTING LAB TESTING: BOD, AMONIA, SS	600.00
Total			600.00
6/09/2020 VAN CAMP, BRIAN L OR PATSY CANCEL DUE TO COVID 19			
100-00-46736-000-000		PARK & PAVILION USE FEE REFUND DEPOSIT WANICK CHOUTE PAVILION	200.00
Total			200.00
6/09/2020 WDATCP - LICENSE RENEWAL FY2020			
100-00-55200-290-000		PARKS: OUTSIDE SERVICES WANICK PARK - SPLASH PAD ANNUAL PERMIT	175.00
Total			175.00
6/09/2020 WI DNR - ENVIRONMENTAL FEES INV 408018710-2020-1			
100-00-53440-320-000		STORM SYSTEM PUBL/SUBSC/DUES 2020 STORMWATER MUNICIPAL GENERAL FEE	500.00
Total			500.00
Grand Total			97,598.60

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In Progress Checks - Full Report - ALL
ALL Checks by Payee
STATE BANK OF CHILTON - CHECKING ACCOUNT

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ACCT

Dated From: From Account:
Thru: Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	3,836.48
Total Expenditure from Fund # 220 - PARKLAND DEVELOPMENT	5,965.00
Total Expenditure from Fund # 600 - WATER FUND	87,004.82
Total Expenditure from Fund # 610 - SEWER FUND	792.30
Total Expenditure from all Funds	97,598.60



W482 Clifton Road
P. O. Box 279
Sherwood, WI 54169-0279

Tel: 920-989-1589
Fax: 920-989-4084
www.villageofsherwood.org

Date: June 4, 2020

NOTICE OF PUBLIC HEARING

Monday, July 13, 2020 – 6:30PM

NOTE: Due to COVID-19 restrictions, residents are not allowed in the Village Hall but may 'join' the meeting at 6:30pm via Webex meeting home page at www.villageofsherwood.org. At the upper right-hand side of your computer screen is the link to join. You may print or save a copy of the complete meeting packet.

NOTICE IS HEREBY GIVEN, the Sherwood Village Board will hold a public hearing at W482 Clifton Road, Sherwood, WI on July 13, 2020, beginning approximately 6:30pm, to consider a Rezoning Request (RP #2019-01).

Parcel currently zoned 'IR-1' (Recreation Industry District) with proposed change to 'IR-2' (Recreation Industry/Residential District). Parcel owner (Drive Fore Success, LLC) petitions change of High Cliff Golf Course 18th Hole (Parcel #13425; located at SE 1/4, Sect. 25, Town 20 North, Range 18 East), Sherwood, lying north of State Park Road, east of Golf Course Road and west of Palisades Trail abutting High Cliff Banquet & Event Center and Pro Shop. Parcel is 11.3 ac.

NOTICE IS HEREBY GIVEN, the Sherwood Village Board will hold a public hearing at W482 Clifton Road, Sherwood, WI on July 13, 2020, beginning approximately 6:30pm, to consider a Planned Unit Development (PUD #2019-02):

Owner (Drive Fore Success, LLC) petitions development of a 22-building, duplex development (44 units) on portion of High Cliff Golf Course (Parcel #13425; 18th Hole; located at SE 1/4, Sect. 25, Town 20 North, Range 18 East), Sherwood, lying north of State Park Road, east of Golf Course Road and west of Palisades Trail abutting High Cliff Banquet & Event Center and Pro Shop. Parcel is 11.3 ac. Developed lots are to be individually-owned; 55+ age-restricted; on private road within HCGC intersecting at State Park Road and Palisades Trail.

NOTICE IS HEREBY GIVEN, the Sherwood Village Board will hold a public hearing at W482 Clifton Road, Sherwood, WI on July 13, 2020, beginning approximately 6:30pm, to consider amending the Village of Sherwood Comprehensive Plan regarding RP #2019-01 and PUD #2019-02:

As necessary, the Comprehensive Plan Amendment CPA #2020-01 would change the *Future Land Use Map* to reflect approval of High Cliff Golf Course Hole #18 (Parcel #13425; located at SE 1/4, Sect. 25, Town 20 North, Range 18 East), Sherwood, lying north of State Park Road, east of Golf Course Road and west of Palisades Trail abutting High Cliff Banquet & Event Center and Pro Shop. 11.3ac.), currently zoned 'IR-1' (Recreation Industry District) with proposed change to 'IR-2' (Recreation Industry/Residential District).

See reverse side for map

Dear Plan Commission and Board Members,

Following recent meetings and discussion with the Plan Commission, I would like to take this opportunity to clarify reasons we feel strongly that having a 'PUD' is important to the success of our proposed project. They include the following:

1. One of the advantages of living in *The Cottages at High Cliff* is most people will own a golf cart. They will drive it to our facility to not only golf, but for dining out as well. Currently, golf carts are not allowed on village streets.
2. If we must comply with typical Village roadway standards, the road and Right-of-Way on both sides will be greater than with a smaller, private drive. This will result in homes being set back farther on each lot, closer to the rear lot line, and closer to neighbors along Golf Course Road. We are trying to keep those neighbors in mind when constructing this.
3. Financially, our development offers benefits to the Village. We pay for the road, utility installation, road repair, storm water management, snow plowing, garbage & recycling pick-up, etc. The village role will be to simply collect taxes.
4. In terms of planning, this is an age-restricted development deemed a goal in the adopted *Comprehensive Plan*. Homes will have zero clearance, at-grade entrances and 36" doorways. When completed, it will be a neighborhood Sherwood will be proud to call home.
5. We have already heard many reasons for why we shouldn't disrupt the golf course any more than necessary. The layout we designed accommodate the shape of the existing 18th Hole, which is long and narrow. A PUD allows a reduced front yard setback and road Right-of-Way width. We couldn't adhere to the wider dimensions according to the existing Zoning Code without a much greater impact on the course layout.
6. The development caters to an older demographic with different needs. We provide quality, down-sized units for people who don't need or want a huge living space or yard. Their recreation space is *High Cliff Golf Course*. Average, younger families use their property differently than our demographic and have different needs in terms of access and space.

Our residents are more likely to be retired. They won't want to pay extra to have and maintain unnecessary space, yards, or home development costs. Forcing our demographic to live on lots with typical dimensions or reducing the number of units unnecessarily adds cost and reduces the number of units for these senior-style homes. Those added costs are then split over each unit and passed on to each future owner, and the Village loses tax base as a result.

7. Picture this area as golf course property... As the course operates today, only golfers are allowed on the property during the season. At *the Cottages*, new homeowners buy into amenities including lawn care, snow removal, garbage and recycling collection, etc. and a *Senior Couple Membership*, with their home on a private drive, on their home golf course. Installing a gate at the Palisades intersection of our private drive will help ensure these amenities and control traffic.

Lastly, this is the first combined senior-, and recreation-oriented development in Sherwood. Compared to similar developments in Kimberly, for instance, we find houses with tiny back yards of 8 to 12 feet, and small side yards totaling 12 feet between homes. Our development is much less dense and more land rich than those and consistent with or larger than other duplex-parcels already in place on Blue Heron Court, Pigeon Road and Natures Way in Sherwood.

We provide a different residential option for an age-group with different housing needs than what was common when the Zoning Code was drafted years ago.

Our goal is to provide quality housing in a recreational setting, for an underserved segment of Sherwood residents that benefits the entire community and continues the legacy of an exceptional golf course started by Frank Schneider a half-century ago.

I hope this answers your questions as to why we feel a PUD is not only important to the project, but necessary.

As always, if you have any questions or comments, please contact me.

Thank you,

Dan

Dan Rippl
President/CEO
High Cliff Public Golf Course, Inc
Off: 920-989-1045
Fax: 920-989-1046
Cell: 920-851-8599
dan@highcliffgolfandeventcenter.com

March 25, 2020

Randy Friday
Village of Sherwood
P.O. Box 279
W489 Clifton Road
Sherwood, WI 54169



Re: High Cliff Golf Course

Dear Mr. Friday:

You have asked for a legal opinion regarding the impact and applicability of the 2010 "Redevelopment Agreement" between the Village of Sherwood and High Cliff Golf Course, Inc., relative to a proposed residential development on a portion of the golf course. The location is Tax Parcel 13425 consisting of 11.33 acres. It is my understanding that at the present time most, if not all, of Tax Parcel 13425 is used as an active part of the golf course. The proposal would involve moving that part of the active course south, to another parcel to maintain an 18 hole course.

1. The Agreement

The Redevelopment Agreement was made in connection with Village Tax Incremental District No. 1, (TID No. 1). The primary purpose of the Project was to enhance the financial efficacy of the golf course. Village obligations include a grant of \$349,000 for the construction of an irrigation system and granting necessary access easements over Village property. The design and specifications of the system required Village approval. The system location is not fixed by easement or described with any particularity in a legal context.

High Cliff obligations include the construction of an irrigation system; grants of stormwater, trail and cross-country ski easements to the Village; and conveyance of property to the Village referred to as the Woodland parcels. The easements and conveyances are stand alone documents recorded with the Register of Deeds.

High Cliff obligations also include operating the Project property continuously as a golf course for 25 years. High Cliff is also obligated to grant the Village an option to purchase the Project property in the event it ceases to be used for golf course purposes for a period of 12 consecutive months. It is my understanding that TID No. 1 has recently been closed out as the tax increment has covered Village costs.

The Agreement goes on to provide that all of the obligations, terms and provisions contained in the Agreement and the stand alone documents survive all actions and events

119 N. McCarthy Rd, Suite C • Appleton, WI 54913
(920) 725-1233 • www.towncounselawfirm.com

contemplated by the Agreement. The terms and provisions are binding on the parties, their successors and assigns and shall be deemed covenants running with the land.

2. Issues

1. Would the Redevelopment Agreement prohibit or preclude the Village from rezoning Tax Parcel 13425 for the proposed development? In my opinion, no. The Redevelopment Agreement is a contract between High Cliff Golf Course and the Village. A restriction for golf course use is part of that contract. The Village could simply agree to revise the Agreement or simply agree to terminate or release the Agreement in its entirety. With the close-out of TID No. 1 and payment of Village costs, the Agreement has diminished importance.

I do not see any aspect of the restriction on use as a “general plan or scheme” for protection beyond the golf course property itself which might enable non-contractual parties like adjacent landowners to enforce the restrictions in equity. Similarly, I do not see any non contractual parties like adjacent landowners as “third party beneficiaries” of the Redevelopment Agreement.

To maintain an action as a third party beneficiary, a plaintiff must show that the parties to the contract intentionally entered their agreement directly and primarily for the plaintiff’s benefit. *Schell v. Knickelbein*, 77 Wis. 2d 344, 348, 252 N.W. 2d 921 (1976) quoting *Ampex v. Sound Institute, Inc.*, 44 Wis. 2d 674, 683, 172 N.W. 2d 170 (1969). (Emphasis added.) A third party cannot maintain an action as a third party beneficiary if under the contract his was only an indirect benefit merely incidental to the contract between the parties. Id.

Although the general rule is that only a party to a contract may recover under it, there is an exception for a contract specifically made for the benefit of a third person. *Gossen v. Estate of Standaert*, 189 Wis. 2d 237, 249, 525 N.W. 2d 314, 319 (Ct. App. 1994). The person claiming to be a third party beneficiary must show the contract was entered in to by the parties to the contract directly and primarily for the benefit of the third party. Id. An indirect benefit incidental to the contract is not sufficient. Id. The contract must indicate that the third party was specifically intended to benefit from the contract, or is a member of a class the contracting parties intended to benefit. Id. Such a contract is subject to the same rules governing the formation of all contracts. *Pappas v. Jack O.A. Nelson Agency, Inc.*, 81 Wis. 2d 363, 371, 260 N.W. 2d 721, 725 (1978).

In this case, it should also be noted that the Redevelopment Agreement itself has a provision which states in part: “the rights and benefits of Redeveloper hereunder are solely for the benefit of Redeveloper named herein and no other party or parties.”

As a final comment, no municipality has the authority to enter into an agreement or contract that limits or controls the exercise of a legislative power or authority. An agreement between a property owner and municipality that limits the power to zone or rezone or not to rezone is illegal and void, because a municipality may not surrender any of its future legislative authority. A rezoning is a legislative act. *Zupanic v. Schimens*, 46 Wis. 2d 22, 174 N.W. 2d 533 (1970).

2. Would the Redevelopment Agreement prohibit or preclude High Cliff Golf Course, Inc., from developing Tax Parcel 13425 if it was rezoned? In my opinion, probably not. (Of course it would not if the Village revised or released the Agreement).

Under Wisconsin law, any of the use restrictions in the Agreement would be narrowly construed in favor of the free use of the property. Public policy favors the free and unrestricted use of property. Accordingly, restrictions contained in deeds and zoning ordinances must be strictly construed to favor unencumbered and free use of property. *Crowley v. Knapp*, 94 Wis. 2d 421, 434, 288 N.W. 2d 815 (1980) citing *McKinnon v. Benedict*, 38 Wis. 2d 607, 619, 157 N.W. 2d 665 (1968); *State ex rel. Bollenbeck v. Shorewood Hills*, 237 Wis. 501, 297 N.W. 568 (1941); *Cohen v. Dane County Bd. of Adjustment*, 74 Wis. 2d 87, 91, 246 N.W. 2d 112 (1976).

A provision in a zoning ordinance or deed restriction which purports to operate in derogation of the free use of property must be expressed in clear, unambiguous and peremptory terms. *Crowley* at p. 435. A violation occurs only when there is a plain disregard of its limitations imposed by its express words. *Browndale Intern. Ltd. V. Board of Adjustment*, 60 Wis. 2d 182, 200, 208 N.W. 2d 121 (1973); *Missionaries of La Salette v. Whitefish Bay*, 267 Wis. 609, 614, 66 N.W. 2d 627 (1954).

I am not sure of the full legal description of the High Cliff Golf Course. As much as I know, there appears to be well over a dozen parcels. Whether or not each and every parcel is “operated as a golf course” is somewhat questionable. Likewise, whether the Redevelopment Agreement restricts each and every parcel to operation of a golf course is somewhat questionable. That High Cliff intends to reconfigure the course to maintain 18 holes may be material to whether there would be a “violation” of the restriction. The Agreement does not appear to delineate what is the “golf course” with any particularity. I have doubts about whether the Agreement requires a status quo golf course layout.

Finally, it is my opinion that Community First, as mortgagee, would not be bound by the restrictions in a foreclosure. In fact, the Community First Consent states as much: “This covenant does not constitute an acknowledgement by Lender that any of the terms and conditions of this Agreement are binding upon it except as hereinafter stated.”

3. Conclusion

The primary purpose and intent of the conditions and restrictions in the Redevelopment Agreement is to ensure that the Village grant of \$349,000 will be used to construct an irrigation

system and that these funds will be recovered by an increment in property values over the life of TID No. 1. As TID No. 1 has closed, the primary purpose has been achieved. I do not see the Redevelopment Agreement as an impediment to the Village exercising its legislation discretion on whether to rezone or not to rezone for the proposed development. I have significant doubts that adjacent property owners would be able to successfully enforce the Redevelopment Agreement as to High Cliff or the Village such that Tax Parcel 13425 could not be rezoned or that it must be used as an active part of the golf course layout.

Sincerely,
TOWN COUNSEL LAW & LITIGATION, LLC
s/Richard J. Carlson
Richard J. Carlson
Attorney

RJC:lb

CERTIFICATIONS BY CLERK

I, Ellen Maxymek, hereby certify that I am the duly qualified and acting Clerk of the Village of Sherwood, Calumet County, Wisconsin (the "**Municipality**"), and as such I have in my possession, or have access to, the complete corporate records of said Municipality and of its Village Board (the "**Governing Body**") and that attached hereto is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

RESOLUTION APPROVING COMMUNITY DEVELOPMENT AUTHORITY'S ASSISTANCE OF PROPOSED REDEVELOPMENT OF HIGH CLIFF GOLF COURSE AND RELATED PROPERTY

I do hereby further certify as follows:

1. **Meeting Date.** On the 10th day of May, 2004, a meeting of the Governing Body was held commencing at 6:30 p.m.
2. **Posting.** On the 7th day of May, 2004 (and not less than 24 hours prior to the meeting), I posted or caused to be posted at the Municipality's offices in Sherwood, Wisconsin a notice setting forth the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On the 7th day of May, 2004 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the President (the "**Presiding Officer**"), who chaired the meeting. Upon roll I noted and recorded that there were 7 members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, 6 of the Governing Body members voted Aye, 1 voted Nay, and 0 Abstained.

Village of Sherwood – Resolution #2019-08

Tax Increment District Termination

The Village of Sherwood herewith approves *Termination of Tax increment District (TID) #1* and authorization to: Distribute excess increment to overlying taxing districts.

Whereas, the Village of Sherwood created TID #1 on 09-24-1992, and adopted a project plan in the same year; and,

Whereas, all TID #1 projects were completed in the prescribed allowed time; and,

Whereas, sufficient increment was collected as of the 2019 tax roll, payable 2020, to cover TID #1 project costs.

Now Therefore Be It Resolved, the Sherwood Village Board does herewith dissolve/terminate TID #1; and,

Be It Further Resolved, the Sherwood Village Clerk/Treasurer shall notify the Wisconsin Department of Revenue (DOR), within sixty (60) days of this resolution, or not later than Dec. 14, 2019, that TID #1 has been terminated; and,

Be It Further Resolved, the Sherwood Village Clerk/Treasurer shall sign the required DOR final accounting form (PE-223) agreeing on a date by which the Village of Sherwood shall submit final accounting information to DOR; and,

Be It Further Resolved, the Sherwood Village Clerk/Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares to be determined by the final audit of the Village of Sherwood’s auditors, Clifton Larsen Allen, LLP,

Adopted this 14th day of October, 2019.

Resolution #2019-08		(via Roll Call vote)		
	Yea	Nay	Absent	Abstain
Benz	X			
Kaas	X			
Laux	X			
Marks	X			
Miller	X			
Ott	X			
Salo	X			
Total	7	-	-	-

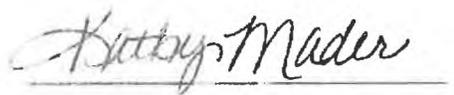
Date: 10/14/2019

Motion: Benz

Second: Miller

Approved: X Denied:


 Joyce Laux; Village President

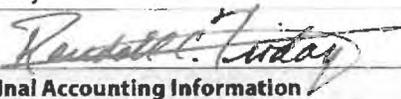
Attest: 
 Acting-Deputy Clerk/Treasurer; Kathy Mader

Under state law, (sec. 66.1105(8)(c), Wis. Stats.), the municipality terminating a TID and the Wisconsin Department of Revenue (DOR) must agree on a final accounting submission date. The date you plan to electronically file (e-file) the TID Final Accounting Report (PE-110) with DOR is your final accounting submission date.

Instructions

1. Email to tif@wisconsin.gov:
 - Completed Form PE-223 (Section 1 below)
 - Copy of your municipality's adopted termination resolution
2. When we receive your information, a DOR representative will approve, sign and email this form back to you
3. After you receive the signed form from us, e-file the required Form PE-110 listed in Section 2 below by the final accounting submission date
4. If you cannot e-file Form PE-110 by the final accounting submission date, email tif@wisconsin.gov to request a revised submission date. This date must be within 12 months of the termination resolution (sec. 66.1105(6m)(b)(3), Wis. Stats.).

Questions? Contact us at tif@wisconsin.gov

Section 1: Termination Information			
TID Information			
TID number 001	Co-muni code 08 - 179	County Calumet	Taxation district (check one) <input type="checkbox"/> Town <input checked="" type="checkbox"/> Village <input type="checkbox"/> City Enter municipality → Sherwood
Important Dates			
Termination resolution date 10 - 14 - 2019		Date notified DOR of termination (must be within 60 days of resolution) 10 - 28 - 2019	
Date notified real property lister (to remove TID number from the tax/assessment roll) 11 - 25 - 2019		Final accounting submission date (requested within 6 months of termination resolution date) 09 - 01 - 2020	
Clerk Information			
Name Randall G. Friday		Phone (920) 989 - 1589	
Signature 		Email administrator@villageofsherwood.org	
Section 2: Final Accounting Information			
Final accounting submission date: 9 - 1 - 2020			
Complete the following:			
1. Complete the TID Final Audit. Save a copy in the municipal TID records.			
2. E-file the TID Final Accounting Report (PE-110)			
Important - if your municipality does not e-file Form PE-110 with DOR by the final accounting submission date (or revised submission date), DOR will not certify or redetermine any future TIDs (sec. 66.1105(8)(d), Wis. Stats.).			
DOR Approval (for department use only)			
<input type="checkbox"/> Final accounting submission date approved		DOR name/signature	

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this "Agreement") is dated as of May ____, 2010, by and between the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin village (the "Village") and HIGH CLIFF GOLF COURSE, INC., a Wisconsin corporation ("Redeveloper").

RECITALS:

A. Redeveloper owns and/or operates certain property located in the Village of Sherwood, Calumet County, Wisconsin and further described on Exhibit A (the "Project Property").

B. The Project Property is located within the Village's Tax Incremental District No. One ("TID No. 1"). The Community Development Authority of the Village (the "CDA") has, by its Resolution No. 2004-18 adopted on June 7, 2004, found and determined the Project Property to be "blighted property" within the meaning of Section 66.1333(2m)(bm) of the Wisconsin Statutes.

C. Redeveloper has proposed the redevelopment of the Project Property as described in this Agreement, to enable the use or continued use of the Project Property for golf course and related purposes.

D. The Village has proposed assisting the redevelopment of the Project Property as described in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the matters recited above, the mutual agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Redevelopment Obligations. Redeveloper covenants and agrees as follows:

(a) Irrigation Improvements. Redeveloper will arrange for and execute contracts with contractors and suppliers bonded and insured in an amount not less than \$2,000,000 and otherwise reasonably acceptable to the Village Engineer or its designee (each, a "Contractor" and collectively, the "Contractors") to construct and supply materials for the improvements described on Exhibit B (the "Irrigation Improvements"), pursuant to plans and specifications approved by the Village Engineer or its designee prior to commencement of the Irrigation Improvements. Redeveloper shall direct the Contractors to complete the Irrigation Improvements in a good and workmanlike manner. Payments to be made to the Contractors for their work on the Irrigation Improvements will be made in accordance with Section 2 hereof.

(b) Easements to the Village. Upon execution of this Agreement, Redeveloper will grant (or cause to be granted) to the Village the following easements, pursuant in each case to an easement agreement satisfactory in form and substance to the Village: (1) storm water interceptor and discharge easements and a discharge pipe

easement across fairways 1 and 9 and the driving range in locations as generally depicted on **Exhibit C-1** (the “**Storm Water Easements**”); (2) 50-foot wide trail easements in locations as generally depicted on **Exhibit C-2** (the “**Trail Easements**”); (3) a blanket cross-country ski trail easement over the Project Property (the “**Cross-Country Ski Easement**”); and (4) blanket easements for access to and from and for the use of portions of the Project Property consisting of two separate parcels totaling approximately 2.1 acres in area (the “**Woodland Parcels**”), which Woodland Parcels are generally depicted on **Exhibit C-3** (the easements herein granted being the “**Woodland Easements**” and, together with the Storm Water Easements, the Trail Easements and the Cross-Country Ski Easement, the “**Easements**”). The final locations of the Easements shall be determined by the Village President in consultation with the Village Engineer, and the Village shall obtain any surveys necessary or convenient to the conveyance to the Village of the Easements.

(c) **Conveyance of Woodland Parcels.** Upon the repayment in full of that certain loan in the original principal amount of \$74,594.99 (the “**Loan**”) made to Redeveloper by its lender, Community First Credit Union, or its successors or assigns (“**Lender**”), evidenced by that certain promissory note or other agreement, No. 992774-26, dated May 1, 2009, and secured by that certain Mortgage dated May 1, 2009, and recorded in the Office of the Register of Deeds for Calumet County on June 29, 2009, as Document No. 443236, proof of which repayment shall be provided to the Village within 10 business days after it is made, Redeveloper shall convey to the Village the Woodland Parcels upon the terms and conditions set forth in **Exhibit D**. Redeveloper shall give notice to the Village in the event that Redeveloper defaults in making any required payment on the Loan or in performing any of its obligations with respect thereto, whereupon the Village shall have the right, but not the obligation, to cure such default on behalf of Redeveloper. Redeveloper shall repay to the Village any amounts expended by the Village in curing such default, which repayment shall be on terms and conditions reasonably acceptable to Redeveloper and the Village.

(d) **Option to Purchase Project Property.** Redeveloper hereby grants the Village an option to purchase the Project Property at fair market value, as reasonably determined by an appraiser selected by the Village, upon similar terms and conditions to those set forth in **Exhibit D** (the “**Option**”); *provided, however*, that the Option shall be exercisable only if Redeveloper or any of its successors or assigns cease to use the Project Property for golf course purposes for a period of 12 consecutive months. Redeveloper shall give notice to the Village of any such plans to cease its golf course operations within 10 business days of such decision.

(e) **Due Diligence Materials.** Upon or prior to execution of this Agreement, Redeveloper shall have delivered to the Village or the Village shall have otherwise obtained (i) evidence reasonably acceptable to the Village that Redeveloper owns fee simple title to the Project Property, (ii) consent and, if possible, subordination agreement(s) satisfactory in form and substance to the Village from Lender or any mortgagees holding a mortgage on any portion of the Project Property, (iii) a certified copy of the resolution(s) adopted by the board of directors of Redeveloper authorizing the execution and delivery of this Agreement and the actions and additional instruments

contemplated hereby, and (iv) any other agreements, approvals, consents, or other materials deemed by the Village to be reasonably necessary or convenient to the fulfillment of the obligations of the parties to this Agreement.

2. Grant.

(a) Grant Amount. The Village will contribute (or cause to be contributed) to Redeveloper, as a contribution and grant, an amount (the "**Grant**") equal to the actual and reasonable costs of completing the Irrigation Improvements (the "**Project Costs**"), in one or more installments as provided for herein, provided that, in all events, the maximum aggregate amount of the Grant will not exceed \$349,000, or such higher amount as the Village shall expressly authorize in writing subsequent to the date hereof. The parties acknowledge that the Village will fund the Grant with tax increment proceeds previously allocated to the Village for TID No. 1 and available for payment of project costs in connection therewith (the "**TIF Proceeds**"). Costs incurred by the Village in connection with this Agreement and the implementation hereof, including without limitation payments for legal fees, land surveying and engineering on behalf of the Village, shall be borne by the Village and may be paid out of TIF Proceeds directly by the Village to the parties to whom such payments are owed.

(b) Disbursement of the Grant.

(i) Initial Payment. Upon approval of the plans for the Irrigation Improvements by the Village Engineer or its designee, and the provision by Redeveloper to the Village of a statement from the Contractors estimating the total Project Costs, a portion of the Grant equal to one-third (1/3) of such estimated Project Costs (the "**Initial Payment**") will be disbursed to Redeveloper. Redeveloper shall be obligated to pay the Contractors out of such Initial Payment amount.

(ii) Remaining Payment. Upon substantial completion of the Irrigation Improvements, as reasonably determined by the Village Engineer or its designee, Redeveloper shall deliver to the Village the following documents, each of which shall be reasonably satisfactory to the Village in form and substance: (1) a statement setting forth each Contractor that has conducted work on or provided materials for the Irrigation Improvements and the amount to be paid to each (the "**Final Payment Request**"), (2) waivers of lien from each such Contractor; and (3) such other supporting documentation as the Village or its designee may reasonably request. Upon the Village's approval of the foregoing, a portion of the Grant equal to the aggregate amount set forth in the Final Payment Request shall be disbursed to Redeveloper; *provided, however*, that the aggregate amount paid by to the Contractors for all work done on and materials supplied for the Irrigation Improvements shall not exceed the amount of the Grant. Redeveloper shall be obligated to pay the Contractors the amount set forth in the Final Payment Request.

3. Easement(s) for Irrigation System Main. To the extent necessary for the completion of the Irrigation Improvements, the Village hereby agrees that it will grant one or more easements to Redeveloper over property owned by the Village for purposes of installing an irrigation system main, pursuant to one or more easement agreements reasonably satisfactory in form and substance to the Village. The location(s) of the easement(s) will be determined by the Village Engineer or its designee in consultation with Redeveloper.

4. Continuing Obligations of Redeveloper. Redeveloper further covenants and agrees as follows:

(a) Fee Concession. To further enhance the amount of play at High Cliff Golf Course and further confer public benefit to the redevelopment project, Redeveloper will provide the fee concession benefit set forth in Exhibit E attached hereto.

(b) Operation of Project Property. The Project Property shall be operated continuously as a golf course (except for seasonal shutdowns) for not less than twenty-five (25) years from the date hereof.

(c) Access. The Village and its agents may enter upon the Project Property at reasonable times for the purpose of conducting or obtaining surveys, tests, and other investigations and inspections of the Irrigation Improvements, the easements described herein, or any other matters relating to this Agreement. Nothing herein shall limit or restrict the rights of the Village or any other party for entry, access, or inspection under applicable statutes, regulations, codes, ordinances, or other laws.

(d) Payment of Lender Costs. Redeveloper shall be responsible for the payment to Lender of any costs and fees, including without limitation any legal fees, incurred by Lender in connection with its consideration and review of this Agreement (the "Lender Costs").

(e) Indemnification. Redeveloper will indemnify, hold harmless, and defend the Village from and against any and all claims, liabilities, damages, costs, and expenses arising from or in connection with (1) the presence of any hazardous or regulated substances or structures at the Project Property or the Woodland Parcels, except to the extent such substances or structures are first introduced to the Project Property or the Woodland Parcels by the Village; (2) loss of life or injury to persons or property arising from or in connection with the installation, completion, or operation of the Irrigation Improvements, any activities or operations at the Project Property or the Woodland Parcels, or otherwise occurring at or about the Project Property or the Woodland Parcels, except to the extent caused by the gross negligence or willful misconduct of the Village; (3) Redeveloper's or the Contractors' failure to successfully complete the Irrigation Improvements in accordance with this Agreement; and/or (4) the Lender Costs.

(f) Insurance. Redeveloper will maintain or cause to be maintained customary and reasonable property, liability, and builder's risk insurance coverages, and contractual liability insurance coverage for all indemnities provided by Redeveloper to

the Village hereunder, and will deliver certificates or other evidence thereof from time to time to the Village Engineer.

(g) Encumbrances. Redeveloper will not grant, make, or permit any mortgages, liens, or other encumbrances affecting the Project Property or any part thereof without in each case the prior written consent of the Village.

(h) Good Order. Redeveloper will keep and maintain the Project Property in good order, condition, and repair.

(i) Compliance with Laws. The Irrigation Improvements shall be installed, completed, and operated and all other actions hereunder shall be taken in full compliance with all applicable statutes, regulations, codes, ordinances, and other laws.

(j) Representations, Warranties, and Waivers. Redeveloper represents and warrants that no party other than Redeveloper owns, operates, or occupies the Project Property, the Woodland Parcels, or any part thereof. Redeveloper hereby waives irrevocably any and all rights that it (or any party controlled by or claiming by, through, or under it) may have to recover (i) additional compensation for the Village's acquisition of the property interests described herein, (ii) relocation payments, services, and other benefits, and (iii) any similar payments and amounts; whether under Chapter 32 of the Wisconsin Statutes, any regulations issued thereunder, or otherwise. Redeveloper further certifies, represents, and warrants that the property interests granted and to be granted by Redeveloper hereunder are being granted voluntarily, and not pursuant to, in lieu of, or under threat of condemnation, eminent domain, or any similar power or authority. The undersigned officers of Redeveloper represent and warrant that they have full right, power, and authority to enter into this Agreement for and on behalf of Redeveloper.

(k) Further Assurances. Redeveloper will execute and deliver such additional agreements and instruments, and will take such further actions as the Village may reasonably request from time to time in order to confirm, effectuate, or give further force or effect to the matters described herein.

5. Construction and Findings.

(a) Construction of Agreement. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the Village and CDA, including but not limited to their powers under Sections 66.1105, 66.1333, and 66.1335 of the Wisconsin Statutes, to achieve its intended purpose. Reference is made to Chapter 105, Laws of 1975 § 4 and Sections 66.1333(17) and 66.1335(7) of the Wisconsin Statutes, which provide that Sections 66.1105, 66.1333, and 66.1335 of the Wisconsin Statutes should be construed liberally to effectuate their purposes.

(b) Findings. The Village makes the following additional findings and declarations:

(i) The payments described herein are necessary and convenient to the implementation of the TID No. 1 project plan, and this Agreement is necessary

and convenient to implement the provisions and effectuate the purposes of such plan.

(ii) The payments described herein are project costs within the meaning of Section 66.1105 of the Wisconsin Statutes in multiple respects. *First*, they are a contribution made under Sections 66.1333(5)(c) and (13) of the Wisconsin Statutes for the purpose of carrying on development and assisting a development project in connection with the implementation of the TID No. 1 project plan. *Second*, they are payments that are necessary and convenient to the implementation of the TID No. 1 project plan. *Third*, they reimburse project costs that are valid project costs under 66.1105 of the Wisconsin Statutes, as set forth in the TID No. 1 project plan.

(iii) The payments and actions described herein serve a public purpose by eliminating and preventing blighted conditions; inducing appropriate redevelopment of the Project Property and encouraging appropriate development of nearby property; providing for the acquisition by the Village of necessary lands and interests in land; facilitating the installation of necessary public utilities; improving recreation areas and enhancing public access to such areas; and enhancing safety at public rights-of-way at and near such areas.

(iv) This Agreement is a contract for professional redevelopment services by Redeveloper.

(v) This Agreement is a development agreement for purposes of Section 66.1105 of the Wisconsin Statutes.

6. Miscellaneous.

(a) Survival. All obligations of the parties hereunder, and the terms and provisions of this Agreement and the additional instruments executed, delivered, and recorded in connection herewith, will survive all actions and events contemplated by this Agreement, and without limiting the generality of the foregoing, will survive the execution, delivery, and recording of this Agreement and such additional instruments.

(b) Recording. This Agreement shall be recorded in the public land records of Calumet County.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be a single instrument.

(d) Successors and Assigns, Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns. This Agreement and the agreements, terms, and provisions herein shall be "covenants running with the land" with respect to the Project Property. The foregoing notwithstanding, Redeveloper may not assign its rights or benefits under this Agreement, whether voluntarily, by operation of law, or otherwise,

without in each case the prior written consent of the Village; and the rights and benefits of Redeveloper hereunder are solely for the benefit of Redeveloper named herein and no other party or parties.

(e) Severability. If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

(f) Joint and Several Liability. If Redeveloper is more than one party, then each such party and all such parties shall be jointly and severally liable and responsible for the obligations, covenants, agreements, and liabilities of Redeveloper hereunder.

(g) Notices. All notices, demands, certificates, or other communications under this Agreement shall be in writing. They shall be deemed given (1) when hand delivered to the address below, (2) when transmitted by facsimile to the number below with electronic confirmation of receipt, or (3) two business days after being mailed by first-class mail, postage prepaid, to the address below. Any party may, by written notice to the other parties, designate a change of address for these purposes.

If to the Village:

Village of Sherwood
Attention: Village Clerk
P.O. Box 279
W489 Clifton Road
Sherwood, Wisconsin 54169-0279
Facsimile: (920) 989-4084
Telephone: (920) 989-1589

If to Redeveloper:

High Cliff Golf Course, Inc.
Attention: Kris Vemuri
W5055 Golf Course Road
Sherwood, Wisconsin 54169
Facsimile: (920) 989-1046
Telephone: (920) 989-1045

(h) Approvals. Redeveloper acknowledges that the obligations of the Village hereunder may require approvals from the Village Plan Commission or the Village Board, as well as from governmental bodies external to the Village, some of which approvals may require public hearings or other legal proceedings as conditions precedent.

The obligations of the Village hereunder are conditioned upon the Village obtaining all necessary approvals in the manner provided by law. The Village cannot assure that all such approvals will be obtained; however, Village staff will use all good faith, reasonable, and legal efforts to obtain such approvals on a prompt and timely basis. The obligations of the Village are also conditioned upon Redeveloper's full and timely performance of all of Redeveloper's obligations hereunder.

(i) Consent. Whenever in this Agreement the consent or approval of any party is required or the discretion of any party may be exercised, such consent shall not be unreasonably withheld, conditioned, or delayed, and any such discretion shall be exercised in good faith and in a commercially reasonable manner.

(j) No Discrimination. No portion of the Irrigation Improvements shall be undertaken in a manner to permit discrimination or restriction on any basis prohibited by applicable law, and the Project Property shall be operated in compliance with all applicable statutes, regulations, codes, ordinances, and other laws relating to discrimination. Pursuant to Section 66.1333(3)(e)2 of the Wisconsin Statutes, persons otherwise entitled to any right, benefit, facility, or privilege under this Agreement may not be denied the right, benefit, facility, or privilege in any manner for any purpose nor be discriminated against because of sex, race, color, creed, sexual orientation, or national origin.

(k) Village Rights. Nothing herein shall limit or restrict the rights and remedies of the Village at law, in equity, or otherwise.

[SIGNATURE PAGES FOLLOW THIS PAGE.]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first set forth above.

Village:

VILLAGE OF SHERWOOD, WISCONSIN

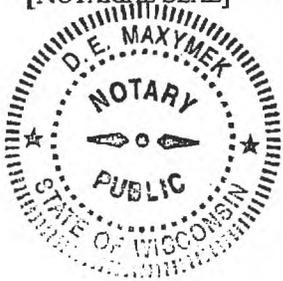
By: David C. Miller
Name: David C. Miller
Title: Village President

Attest: Susan M. Williams
Name: Susan M. Williams
Title: Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF CALUMET)

This instrument was acknowledged before me on May 6, 2010, by David C. Miller and Susan M. Williams, as Village President and Village Clerk, respectively, of VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin village.

[NOTARIAL SEAL]



D.E. Maxymek
Name printed: DE MAXYMEK
Notary Public, State of Wisconsin
My Commission: Exp 6-26-2011

Redeveloper:

HIGH CLIFF GOLF COURSE, INC., a Wisconsin corporation

By: *Krishna P. Vemuri*
Name: Krishna P. Vemuri
Title: President

STATE OF WISCONSIN)
) ss.
COUNTY OF CALUMET)

This instrument was acknowledged before me on May 6, 2010, by Krishna P. Vemuri, as President, of HIGH CLIFF GOLF COURSE, INC., a Wisconsin corporation.



D.E. Maxymek
Name printed: D.E. MAXYMEK
Notary Public, State of Wisconsin
My Commission: 6-26-2011 EJP

This instrument was drafted by David N. Farwell of Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5306.

CONSENT

The undersigned, Lender, is a mortgagee of the Project Property under certain mortgages recorded in the Office of the Register of Deeds for Calumet County, Wisconsin, as Document No. 436794 and Document No. 443236, respectively (the "**Mortgages**").

Lender hereby consents to the execution and delivery by Redeveloper of this Agreement and the agreements and instruments described herein (including without limitation the easements described herein), and consents to the recording of this Agreement in the public records of Calumet County. This consent does not constitute an acknowledgment by Lender that any of the terms and conditions of this Agreement are binding upon it except as hereinafter stated.

Upon payment in full of the Loan, Lender hereby agrees that it will (i) execute and deliver to the Village such documents and take such actions necessary or convenient to release the lien of the Mortgages from the Woodland Parcels, and (ii) execute and deliver to the Village a nondisturbance agreement, in recordable form reasonably satisfactory to Lender and the Village, agreeing not to disturb the Village's interests described in the Trail Easements.

The provisions of this Consent shall be binding upon Lender and its successors and assigns.

LENDER:

COMMUNITY FIRST CREDIT UNION

By: _____
Name: Kim Van Osdol
Title: Senior Vice President – Business Services

STATE OF WISCONSIN)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on May ____, 2010, by Kim Van Osdol, as Senior Vice President – Business Services of COMMUNITY FIRST CREDIT UNION.

[NOTARIAL SEAL]

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

**EXHIBIT A
TO
REDEVELOPMENT AGREEMENT**

Description of Project Property

SEE ATTACHED

(per Surveyor)
R

**EXHIBIT B
TO
REDEVELOPMENT AGREEMENT**

Irrigation Improvements

The Irrigation Improvements comprise the following projects and improvements, as detailed in plans and specifications to be approved by the Village Engineer prior to commencement of such projects and improvements:

1. Installation of an irrigation system at the Project Property.

**EXHIBIT C-1
TO
REDEVELOPMENT AGREEMENT**

General Location of Storm Water Easements

SEE ATTACHED

STORM WATER EASEMENT AGREEMENT

THIS STORM WATER EASEMENT AGREEMENT (this "Agreement") is dated as of May __, 2010, by and between HIGH CLIFF GOLF COURSE, INC., a Wisconsin corporation ("Grantor") and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin village ("Grantee").

WITNESSETH:

WHEREAS, Grantor owns certain real property located in the Village of Sherwood, County of Calumet, State of Wisconsin, as more particularly described on Exhibit A attached hereto and made a part hereof (the "High Cliff Parcel");

WHEREAS, Grantor and Grantee have entered into that certain Redevelopment Agreement dated as of even date herewith, and as a condition to the Redevelopment Agreement, Grantee required that certain storm water drainage easements be granted over portions of the High Cliff Parcel; and

WHEREAS, Grantee desires to install, or to have the right to install in the future, storm water interceptors and discharge pipes on, over and across portions of the High Cliff Parcel in order to accommodate storm water drainage from the High Cliff Parcel into the municipal storm water drainage system and Grantor is willing grant Grantee easements for the installation and maintenance of such storm water interceptors and discharge pipes on, over, under and across those certain portions of the High Cliff Parcel more particularly described on Exhibit B-1 attached hereto and more particularly depicted on Exhibit B-2 attached hereto (collectively, the "Storm Water Easement Area"), all in accordance with terms and provisions more particularly set forth herein;

NOW, THEREFORE, in consideration of the premises, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easements. Subject to the provisions of Section 14 hereof, Grantor hereby grants and conveys to Grantee a permanent, perpetual, nonexclusive easement on, over and across the Storm Water Easement Area for the drainage of storm water and for the inspection, use, operation, maintenance, repair, replacement, installation and construction of storm water interceptors and discharge pipes and appurtenant improvements (the "Storm Water System"), all in accordance with the terms and provisions hereof. The easement for storm water drainage granted hereunder shall remain in full force and effect irrespective of whether Grantee actually constructs the Storm Water System.

2. Construction. In the event Grantee elects to do so, Grantee shall install the Storm Water System at its sole cost and expense and shall restore the Storm Water Easement Area and any other portions of the High Cliff Parcel disturbed in connection therewith to the condition such property was in prior to commencing construction activities. Prior to commencing any construction activities on the High Cliff Parcel, Grantee shall provide Grantor with detailed design drawings, materials, and the method and manner of installation for the Storm Water System.

3. Use; Maintenance. If constructed, Grantee shall maintain, repair and replace the Storm Water System in good order and repair. Any such work undertaken by Grantee shall be undertaken in a reasonable manner so as to minimize interference with the use of the High Cliff Parcel.

4. No Obstruction. Grantor shall not construct or place any buildings on or over the Storm Water Easement Area.

5. Damage. If any portion of the Storm Water Easement Area or any other portion of the High Cliff Parcel is disturbed or damaged in connection with any activities on the High Cliff Parcel by Grantee, its employees, officers, members, agents, representatives, contractors, tenants, subtenants or assigns, Grantee shall promptly restore and repair any such damage, including, without limitation, if necessary, replacing any landscaping, paving, retaining walls, or any other improvements affected thereby.

6. Notice Prior to Entry. Grantee shall notify Grantor at least forty-eight (48) hours prior to any entry upon the High Cliff Parcel in connection with or pursuant to this Agreement. The foregoing notice shall be required except in the event of an emergency provided Grantee uses reasonable efforts to notify Grantor as soon as possible of the need and reasons for such emergency access.

7. Costs. All costs and expenses associated with the Storm Water System and the exercise by Grantee, its employees, officers, members, agents, representatives, contractors, tenants, subtenants and assigns (collectively, the "Grantee Parties") of any rights pursuant to or under this Agreement shall be the sole responsibility of Grantee and shall be paid promptly when due. Grantee shall keep the High Cliff Parcel free from any liens arising out of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished in connection with the Storm Water System or the Storm Water Easement Area. Grantee shall cause any such liens or notices thereof, without regard to the validity thereof, which may be filed against the High Cliff Parcel as a result of the activities undertaken by or on behalf of Grantee or any Grantee Parties to be removed within 30 days after the filing thereof and to provide Grantor with evidence of such removal. Grantee hereby indemnifies and saves Grantor harmless from and against any and all contractor's or materialmen's liens recorded against the High Cliff Parcel arising out of this Agreement and any activities undertaken by or on behalf of Grantee hereunder.

8. Abandonment. If Grantee elects to abandon its use of the Storm Water Easement Area, then Grantee shall notify Grantor thereof in writing; *provided, however,* that Grantee's decision not to install the Storm Water System shall not in and of itself be deemed to be an abandonment of the easements provided for herein. Upon such abandonment, Grantee shall have no further right to use the Storm Water System or the Storm Water Easement Area.

9. Quality of Work. Any and all installation, construction, maintenance, repair, replacement and other activities or work undertaken or performed by or on behalf of Grantee pursuant to this Agreement or in connection with the Storm Water System shall be performed in a good and workmanlike manner and in compliance with applicable law.

10. Drainage. Except as necessitated by the approved plans and specifications for the Storm Water System, Grantee shall not in any way change the grade of the Storm Water Easement Area without the written consent of Grantor.

11. Performance; Default. It shall be a default hereunder if Grantee fails to perform each and all of its obligations hereunder within thirty (30) days after written notice setting forth such failure; however, that if such failure cannot be cured within such thirty (30) day period, then Grantee shall have such additional time as may be reasonably necessary to correct said failure.

12. Remedies. In the event of default hereunder, Grantor shall have such rights and remedies as may be available hereunder, at law or in equity.

13. Indemnification. Grantor and Grantee each hereby mutually agree to indemnify and hold the other party, its employees, officers, members, customers, tenants, agents, contractors and assigns harmless from and against any and all injuries, damages, claims, liabilities, losses, actions, fees, costs and expenses relating to the existence or use of the Storm Water Easement Area and arising out of the negligent or willful act or omission of the indemnifying party or its employees, officers, members, customers, tenants, agents, contractors and assigns.

14. Covenants Running with the Land. This Agreement and all of the terms and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall be "covenants running with the land," and as such, shall run with, be binding upon and inure to the benefit of Grantee and the High Cliff Parcel; *provided, however*, that in the event that a default by Grantor under either of those certain mortgages recorded in the Office of the Register of Deeds for Calumet County, Wisconsin, as Document No. 436794 and Document No. 443236, respectively (the "Mortgages"), results in a foreclosure or other action taken in lieu of foreclosure by Community First Credit Union or its successors or assigns ("Lender"), as mortgagee under the Mortgages, this easement shall automatically terminate without a need by any party to record any further instrument or take additional action.

15. Amendment. This Agreement may not be modified, amended or terminated except by a writing executed and delivered by the parties hereto.

16. Waiver. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant or condition.

17. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of the Agreement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by law.

18. Choice of Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

19. Notices. All notices, demands, certificates, or other communications under this Agreement shall be in writing. They shall be deemed given (1) when hand delivered to the address below, (2) when transmitted by facsimile to the number below with electronic confirmation of receipt, or (3) two business days after being mailed by first-class mail, postage prepaid, to the address below. Any party may, by written notice to the other parties, designate a change of address for these purposes.

If to Grantee:

Village of Sherwood
Attention: Village Clerk
P.O. Box 279
W489 Clifton Road
Sherwood, Wisconsin 54169-0279
Facsimile: (920) 989-4084
Telephone: (920) 989-1589

If to Grantor:

High Cliff Golf Course, Inc.
Attention: Kris Vemuri
W5055 Golf Course Road
Sherwood, Wisconsin 54169
Facsimile: (920) 989-1046
Telephone: (920) 989-1045

20. Interpretation. All terms and words used in this Agreement, whether singular or plural, and regardless of the gender thereof, shall be deemed to include any other number or other gender as the context may require.

21. No Merger. The rights and interests created hereunder, including the easements created hereby, shall remain in full force and effect, notwithstanding the fact that the same party may own and possess all of the real property interests associated therewith.

[Signature Pages Follow]

GRANTEE:

VILLAGE OF SHERWOOD, WISCONSIN

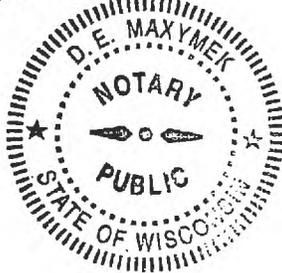
By: David C. Miller
Name: David C. Miller
Title: Village President

Attest: Susan M. Williams
Name: Susan M. Williams
Title: Village Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF CALUMET)

This instrument was acknowledged before me on May 6, 2010, by David C. Miller and Susan M. Williams, as Village President and Village Clerk, respectively, of VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin village.

[NOTARIAL SEAL]



D. E. Maxymek
Name printed: DE MAXYMEK
Notary Public, State of Wisconsin
My Commission: EQ 6-26-2011

This document was drafted by David N. Farwell, Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5367.

EXHIBIT A

Description of the High Cliff Parcel

SEE ATTACHED

EXHIBIT B-1

Description of the Storm Water Easement Area

"Parcel 5"

Part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 20 North, Range 18 East, Village of Sherwood, Calumet County, Wisconsin, containing 20,014 square feet or 0.46 acres of land and described as follows:

Commencing at the East Quarter Corner of said Section 25; thence North 88°03'57" West a distance of 1,634.35 feet, recorded as North 88°20'27" West, along the north line of the southeast quarter to the point of beginning; thence South 05°10'13" West a distance of 182.13 feet; thence South 03°55'14" West a distance of 370.26 feet, recorded as South 03°53'31" West, along the west line of Meadowcliff Estates Condominium; thence South 22°13'44" West a distance of 259.39 feet, recorded as South 22°12'01" West, along the west line; thence North 39°25'46" West a distance of 28.40 feet, recorded as North 39°27'29" West; thence North 22°13'44" East a distance of 241.88 feet; thence North 03°55'14" East a distance of 366.50 feet; thence North 05°10'13" East a distance of 180.99 feet to the north line of the southeast quarter; thence South 88°03'57" East a distance of 25.04 feet to the point of beginning.

"Parcel 6"

Part of the Northeast Quarter of the Southeast Quarter of Section 25, Township 20 North, Range 18 East, Village of Sherwood, Calumet County, Wisconsin, containing 7,348 square feet or 0.17 acres of land and described as follows:

Beginning at the Northeast Corner of said Lot 67; High Cliff Recreation Village Plat No. 2; thence South 86°37'02" West a distance of 25.23 feet, recorded as South 86°34'11" West; thence along an arc of a curve to the left a distance of 287.64 feet, which has a radius of 672.46 feet and a long chord of 285.46 feet, which bears North 23°29'10" West to the south right-of-way line of Golf Course Road; thence along the south right-of-way line along an arc of a curve to the left 25.04 feet, which has a radius of 473.00 feet and a long chord of 25.04 feet, which bears North 57°21'46" East to the west right-of-way line of Palisades Trail; thence along the west right-of-way line along an arc of a curve to the right 300.43 feet, which has a radius of 697.46 feet and a long chord of 298.11 feet, which bears South 23°17'20" East, recorded as South 23°20'11" East, to the point of beginning.

"Parcel 7"

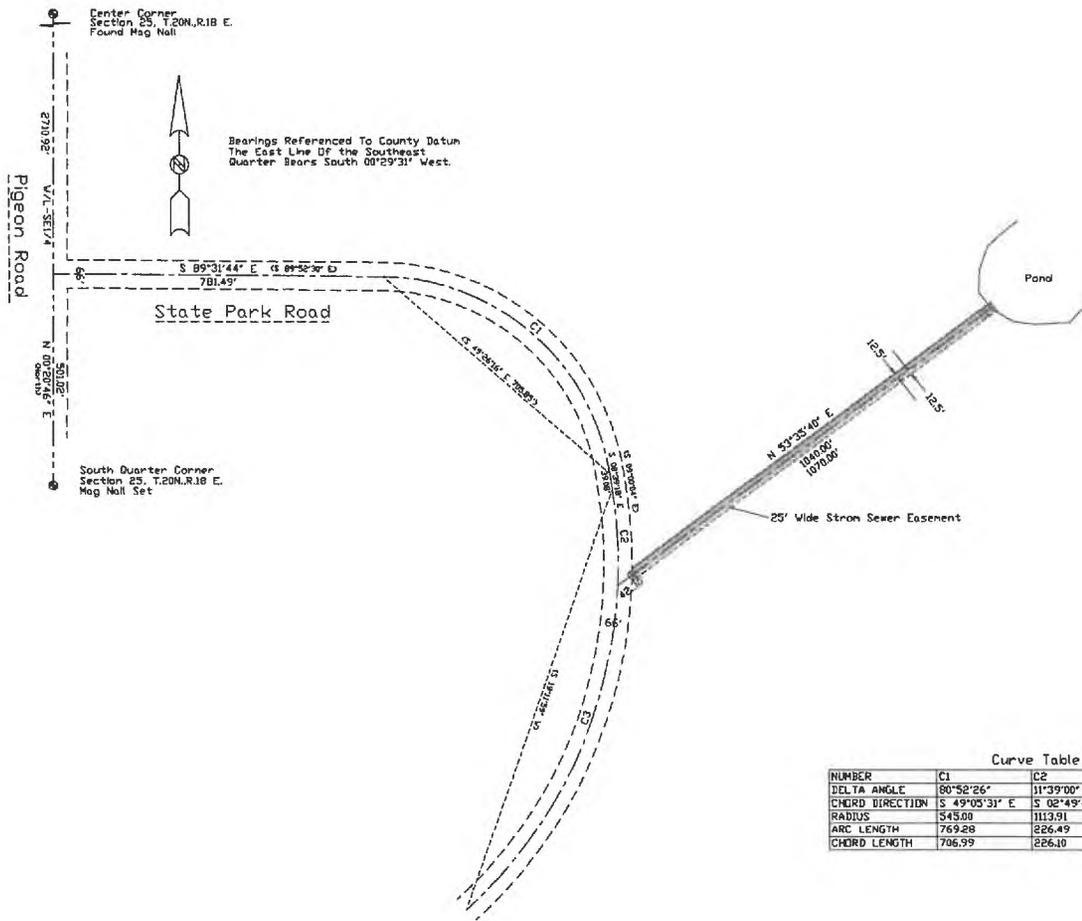
Part of the South-Half of the Southeast Quarter of Section 25 and part of the North-Half of the Northeast Quarter of Section 36, Township 20 North, Range 18 East, Village of Sherwood, Calumet County, Wisconsin, centerline of a 25 foot wide storm sewer easement being described as follows.

Commencing at the South Quarter Corner of said Section 25; thence North 00°20'46" East a distance of 501.02 feet, recorded as North to the centerline of State Park Road; thence the following calls along the centerline South 89°31'44" East a distance of 781.49 feet, recorded South 89°52'30" East; thence along an arc of a curve to the right a distance of 769.28 feet, which has a radius of 545.00 feet and a long chord of 706.99 feet, which bears South 49°05'31" East, recorded as South 49°26'16" East; thence South 08°39'18" East a distance of 39.08 feet, recorded as South 09°00'04" East; thence along the along an arc of a curve to the right 226.49 feet, which has a radius of 1,113.91 feet and a long chord of 226.10 feet, which bears South 02°49'47" East to the end of the calls along the centerline; thence North 53°35'40" East a distance of 42.30 feet to the east right-of-way line of State Park Road and the point of beginning; thence North 53°35'40" East a distance of 1,070.00 feet to the point of termination of the easement.

EXHIBIT B-2

Depiction of the Storm Water Easement Area

SEE ATTACHED



MAYER LAND SURVEYING
N5698 LAKE SHORE DRIVE
HILBERT, WI 54129
920-439-1761

DRAWN BY: JGH
DATE: December 11, 2009
APPROVED BY:
PRJL: HLL
DWG: C:\Projects\HedoesCliff09\ Easement.dwg

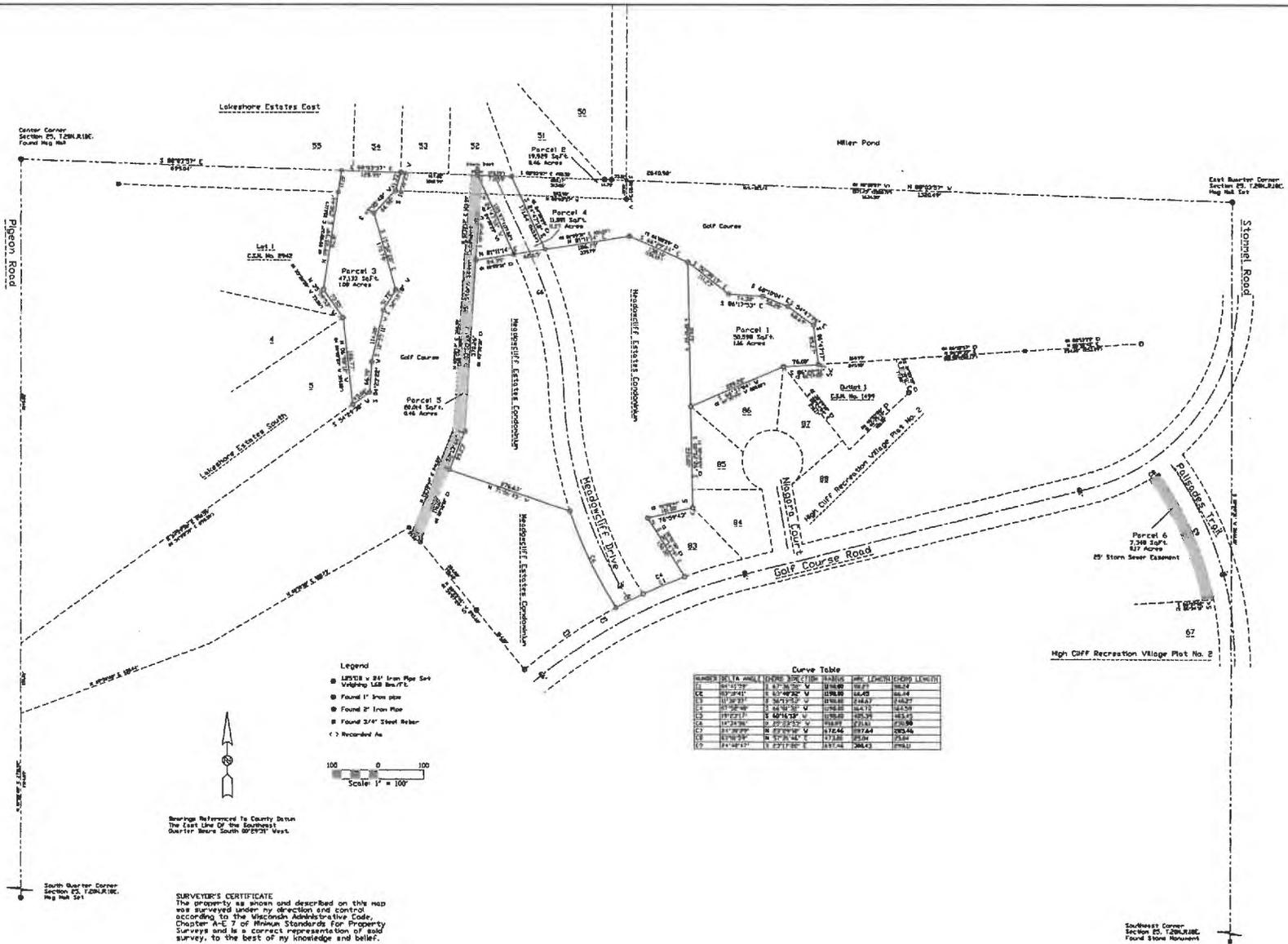
REVISIONS

PROJECT
PART OF THE SOUTH-HALF OF THE SOUTHEAST
QUARTER OF SECTION 25 AND THE NORTH-HALF OF
THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP
20 NORTH, RANGE 18 EAST, VILLAGE OF SHERWOOD,
COUNTY, WISCONSIN.

SHT. NAME

Village of Sherwood
P.O. Box 279
Sherwood, WI 54169

SHT. NO.



DRAWN BY: DATE: December 7, 2009 PLOT NO.	APPROVED BY: DATE: 12/7/09 TITLE: D:\Projects\10000000\10000000.dwg	PROJECT NAME: MAYER LAND SURVEYING 55698 LAKE SHORE DRIVE HILBERT, WI 54129 920-435-1761	FILED: PART OF HEADCLIFF ESTATES CONDOMINIUM AND PART OF THE OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 10 EAST, VILLAGE OF SHERWOOD, CALUMET COUNTY, WISCONSIN	SD. NO.: Village of Sherwood P.O. Box 378 Sherwood, WI 54169	SHEET NO.:
---	---	--	--	---	------------

EXHIBIT C-2
TO
REDEVELOPMENT AGREEMENT
General Location of Trail Easements

SEE ATTACHED

PUBLIC TRAIL EASEMENT AGREEMENT

Document Number

Recording Area

Name and Return Address

**Mr. Randy Friday
Village of Sherwood
P.O. Box 279
Sherwood, Wisconsin 54169**

SEE EXHIBIT A

Parcel Identification Number (PIN)

PUBLIC TRAIL EASEMENT AGREEMENT

THIS PUBLIC TRAIL EASEMENT AGREEMENT (this "Agreement") is dated as of May ___, 2010, by and between HIGH CLIFF GOLF COURSE, INC., a Wisconsin corporation ("Grantor") and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin village ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of real property located in the Village of Sherwood, Calumet County, State of Wisconsin, as more specifically described on Exhibit A, attached hereto and made a part hereof (the "High Cliff Parcel");

WHEREAS, Grantor and Grantee have entered into that certain Redevelopment Agreement dated as of even date herewith, and as a condition to the Redevelopment Agreement, Grantee required that certain public trail easements be granted over a portion of the High Cliff Parcel, and that the easements be open to the public as herein provided; and

WHEREAS, Grantor and Grantee desire to enter into this Agreement granting a trail easement for use by the general public on, over, and across portions of the High Cliff Parcel, all in accordance with and subject to the terms, covenants and conditions herein contained;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a permanent, perpetual, nonexclusive easement on, over, and across portions of the High Cliff Parcel, as more particularly described on Exhibit B-1 and depicted on Exhibit B-2 attached hereto and made a part hereof (the "Trail Easement Area"), for the purposes of providing the general public a recreational trail for pedestrians and nonmotorized vehicles (but including motorized wheelchairs and similar devices for the physically challenged), including the right to construct, maintain, repair, replace, modify, install and rebuild the trail and reasonably necessary safety and security equipment. Grantor shall have the right to cross and recross the Trail Easement Area to have unlimited access to all of its property adjacent to the Trail Easement Area, for all purposes, provided that such access shall not unreasonably interfere with the use of the Trail Easement Area.

2. Maintenance of Trail Easement Area. Grantor shall be responsible for the maintenance and repair of the Trail Easement Area; *provided, however*, that Grantee shall be responsible for the maintenance and repair of any improvements made by or on behalf of Grantee to the Trail Easement Area.

3. Notices. All notices, demands, certificates, or other communications under this Agreement shall be in writing. They shall be deemed given (1) when hand delivered to the address below, (2) when transmitted by facsimile to the number below with electronic confirmation of receipt, or (3) two business days after being mailed by first-class mail, postage prepaid, to the address below. Any party may, by written notice to the other parties, designate a change of address for these purposes.

If to Grantee:

Village of Sherwood
Attention: Village Clerk
P.O. Box 279
W489 Clifton Road
Sherwood, Wisconsin 54169-0279
Facsimile: (920) 989-4084
Telephone: (920) 989-1589

If to Grantor:

High Cliff Golf Course, Inc.
Attention: Kris Vemuri
W5055 Golf Course Road
Sherwood, Wisconsin 54169
Facsimile: (920) 989-1046
Telephone: (920) 989-1045

4. Indemnification. Grantor and Grantee each hereby mutually agree to indemnify and hold the other party, its employees, officers, members, customers, tenants, agents, contractors and assigns harmless from and against any and all injuries, damages, claims, liabilities, losses, actions, fees, costs and expenses relating to the existence or use of the Trail Easement Area and arising out of the negligent or willful act or omission of the indemnifying party or its employees, officers, members, customers, tenants, agents, contractors and assigns.

5. Covenants Running with the Land. This Agreement and all of the terms and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall be "covenants running with the land," and as such, shall run with, be binding upon and inure to the benefit of Grantee and the High Cliff Parcel.

6. Modification. This Agreement may not be modified, amended or terminated except by a writing executed and delivered by the parties hereto.

7. Waiver. No waiver of, acquiescence in or consent to any breach or default of any term or condition hereof shall constitute or be construed as a waiver of, acquiescence in or consent to any other, further or succeeding breach or default of the same or any other term or condition.

8. No Joint Venture. No provision herein shall be deemed to constitute the parties hereto partners of one another or joint venturers of one another or in any way obligate any party hereto for the performance of any obligation of any other party hereto not expressly assumed herein.

9. Applicable Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

10. Severability. If any term or condition of this Agreement shall, in any case, be invalid or unenforceable under applicable law, then the same and all other terms and conditions of this Agreement shall, in all other cases, not be affected thereby, and all such terms and conditions shall be valid and enforceable to the fullest extent permitted by applicable law.

[Signature Pages Follow]

GRANTEE:

VILLAGE OF SHERWOOD, WISCONSIN

By: David C. Miller
Name: David C. Miller
Title: Village President

Attest: Susan M. Williams
Name: Susan M. Williams
Title: Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF CALUMET)

This instrument was acknowledged before me on May 6, 2010, by David C. Miller and Susan M. Williams, as Village President and Village Clerk, respectively, of VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin village.

[NOTARIAL SEAL]



D. E. Maxymek
Name printed: DE MAXYMEK
Notary Public, State of Wisconsin
My Commission: Exp 6-26-2011

This document was drafted by David N. Farwell, Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5367.

MILW_9421285.3

EXHIBIT A

Description of the High Cliff Parcel

SEE ATTACHED

EXHIBIT B-1

Description of the Trail Easement Area

"Parcel 2"

Part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 20 North, Range 18 East, Village of Sherwood, Calumet County, Wisconsin, containing 19,929 square feet or 0.46 acres of land and described as follows:

Commencing at the East Quarter Corner of said Section 25; thence North 88°03'57" West a distance of 1,320.49 feet, recorded as North 88°20'27" West, along the north line of the southeast quarter to the northeast corner of the northwest quarter of the southeast quarter and the point of beginning; thence South 00°25'34" West a distance of 40.01 feet; thence North 88°03'57" West a distance of 503.95 feet; thence North 16°30'25" East a distance of 41.33 feet to the north line of the southeast quarter; thence South 88°03'57" East a distance of 492.50 feet along the north line to the point of beginning.

"Parcel 4"

Part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 20 North, Range 18 East, Village of Sherwood, Calumet County, Wisconsin, containing 11,801 square feet or 0.27 acres of land and described as follows:

Commencing at the East Quarter Corner of said Section 25; thence North 88°03'57" West a distance of 1,571.45 feet, recorded as North 88°20'27" West a distance of 1,580.71 feet, along the north line of the southeast quarter to the east right-of-way line of Meadowcliff Drive and the point of beginning; thence South 24°47'18" East a distance of 171.64 feet, recorded as South 24°50'29" East a distance of 163.54 feet, along the east right-of-way line to the north line of Meadowcliff Estates Condominium; thence South 81°11'14" West a distance of 68.65 feet, recorded as South 81°09'31" West, along the north line to the west right-of-way line of Meadowcliff Drive; thence North 24°47'18" West a distance of 185.97 feet, recorded as North 24°50'29" West a distance of 177.52 feet, along the west line to the north line of the southeast quarter; thence South 88°03'57" East a distance of 73.89 feet along the north line to the point of beginning.

EXHIBIT B-2

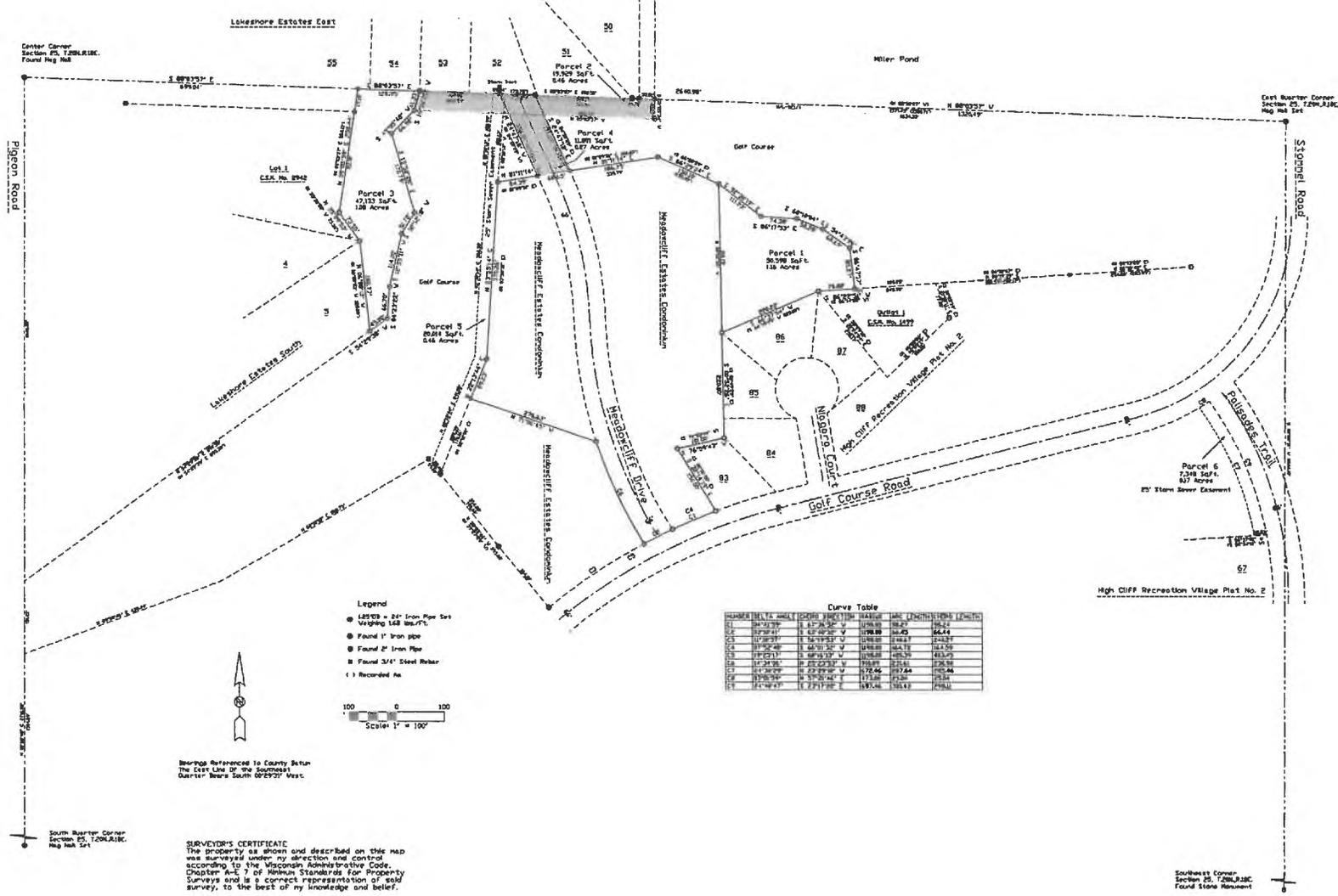
Depiction of the Trail Easement Area

SEE ATTACHED

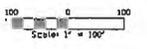
**EXHIBIT C-3
TO
REDEVELOPMENT AGREEMENT**

General Location of Woodland Parcels Affected by Woodland Easements

SEE ATTACHED



- Legend**
- L2003 = 2" Iron Pipe Set
 - V-shaped 1/2" Iron Pipe
 - Found 1" Iron Pipe
 - Found 2" Iron Pipe
 - Found 3/4" Steel Rebar
 - () Recorded As



Bearings Referenced to County Seton
The East Line of the Southeast
Quarter Range South of 52° West.

SURVEYOR'S CERTIFICATE
The property as shown and described on this map was surveyed under my direction and control according to the Wisconsin Administrative Code, Chapter Arc. 7 of Minimum Standards for Property Surveys and is a correct representation of said survey, to the best of my knowledge and belief.

Curve Table

| CHORD BEARS |
|-------------|-------------|-------------|-------------|-------------|-------------|
| 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | 32 | 33 | 34 |
| 35 | 36 | 37 | 38 | 39 | 40 |
| 41 | 42 | 43 | 44 | 45 | 46 |
| 47 | 48 | 49 | 50 | 51 | 52 |
| 53 | 54 | 55 | 56 | 57 | 58 |
| 59 | 60 | 61 | 62 | 63 | 64 |
| 65 | 66 | 67 | 68 | 69 | 70 |
| 71 | 72 | 73 | 74 | 75 | 76 |
| 77 | 78 | 79 | 80 | 81 | 82 |
| 83 | 84 | 85 | 86 | 87 | 88 |
| 89 | 90 | 91 | 92 | 93 | 94 |
| 95 | 96 | 97 | 98 | 99 | 100 |

DATE OF JOB 10/10/2008	APPROVED BY [Signature]	PROJECT NS698 LAKE SHORE DRIVE	OWNER HILBERT, WI 54129	DESCRIPTION PART OF HEADOLIFF ESTATES CONDOMINIUM AND PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 10 EAST, VILLAGE OF SHERWOOD, CALUMET COUNTY, WISCONSIN.	DATE 10/10/2008
BY [Signature]	FOR [Signature]	BY [Signature]	BY [Signature]	BY [Signature]	BY [Signature]

EXHIBIT D
TO
REDEVELOPMENT AGREEMENT

Conveyance of the Woodland Parcels

Depiction of the Woodland Parcels: See Exhibit C-3.

Terms and Conditions of the Conveyance of the Woodland Parcels:

Pursuant to Section 1(c) of the Agreement, Redeveloper will convey to Village the Woodland Parcels, upon the following terms and conditions:

1. The consideration for the conveyance of the Woodland Parcels to Village (the "**Conveyance**") shall be the agreement of Village to make the Grant upon and subject to the terms and conditions of the Redevelopment Agreement, and no other consideration shall be necessary.
2. There shall be no earnest money for the Conveyance.
3. Customary prorations of (or credits for) rents, real estate taxes, private or municipal charges, or other income, taxes, or expenses shall be made at closing.
4. Redeveloper shall convey the Woodland Parcels to Village by general warranty deed.
5. At the time of the Conveyance, Redeveloper shall represent and warrant to Village, which representations and warranties will survive the Conveyance, as follows:
 - A. There is no existing or to Redeveloper's knowledge any pending or threatened litigation, suit, action or proceeding before any court or administrative agency which has or may create a lien upon the Woodland Parcels which will not be cleared by Redeveloper at or prior to the date of the Conveyance.
 - B. To Redeveloper's knowledge, there are no existing pending or threatened condemnation proceedings affecting any portion of the Woodland Parcels.
 - C. Redeveloper is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1990 (the "IRC"), as amended. At the date of Conveyance, and as a condition thereto, Redeveloper shall furnish to Village an affidavit, in form and substance acceptable to Village, signed under penalty of perjury and containing Redeveloper's U.S. taxpayer identification number, to the effect that Redeveloper is not a foreign person within the meaning of Section 1445(f) of the IRC.
 - D. Redeveloper has good right, title and authority to convey title to the Woodland Parcels in the manner called for hereunder; the individual executing the Conveyance documents has been duly authorized and empowered to so act on behalf of Redeveloper.

E. To Redeveloper's knowledge, the Woodland Parcels has never been used as a dump or industrial waste disposal area; the Woodland Parcels is in compliance with all federal, state and local (including local sewerage district) laws, rules, regulations, ordinances, codes and orders governing, establishing, limiting or otherwise affecting the discharge or disposal of air pollutants, water pollutants, processed waste water or solid, hazardous or toxic wastes; there are no pending or threatened actions or proceedings against the Redeveloper or the Woodland Parcels with regard to the foregoing by the local municipality, the local sewerage district, the Wisconsin Department of Natural Resources, the U.S. Environmental Protection Agency or any other governmental entity, and there is no basis for any such action or proceeding; no solid or hazardous waste has been disposed of or stored on the Woodland Parcels during any time that the Redeveloper owned the Woodland Parcels, any such wastes having been properly hauled from the Woodland Parcels; Redeveloper has no notice or knowledge of any solid, toxic or hazardous wastes having ever been disposed of or stored on the Woodland Parcels; and there is no urea formaldehyde insulation or asbestos on the Woodland Parcels.

6. Village may, at its own cost and expense, obtain evidence of title in the form of an owner's policy of title insurance in the amount of the fair market value of the Woodland Parcels on a current ALTA form (the "**Title Policy**"), issued by a title insurer selected by Village and licensed to write title insurance in the State of Wisconsin (the "**Title Company**"), and insuring Village in fee simple title to the Woodland Parcels free and clear of all mortgage, liens, and other similar encumbrances except those reasonably deemed acceptable to Village. Without limiting the generality of the foregoing, Redeveloper will obtain and record (or cause to be recorded) any partial satisfactions of mortgage necessary to remove the lien of any mortgage affecting the Woodland Parcels. Redeveloper will also provide any and all resolutions, customary affidavits, and other documents required from Redeveloper by the Title Company in connection with the issuance of the Title Policy.
7. Village may, at its own cost and expense, conduct and/or have prepared inspections, surveys, tests and other investigations of the Woodland Parcels (collectively, the "**Investigations**"), including without limitation a Phase I environmental audit, and Redeveloper will allow reasonable access to Village's engineers, surveyors, environmental consultants, inspectors, employees, and contractors (collectively, the "**Investigation Parties**") for the purpose of conducting the Investigations, the results of which Investigations shall be reasonably satisfactory to Village. Village will indemnify and hold harmless Redeveloper from and against any damages arising from the actions or omissions of Village or the Investigation Parties with respect to the Investigations.
8. To the extent required by applicable law, Village will, at its own cost and expense, arrange for and obtain a Certified Survey Map or similar land division approvals and/or will arrange to have the Woodland Parcels surveyed so as to separate it from the Project Property.
9. Closing will occur on the date specified in Section 1(c), or on another date agreed upon by Village and Redeveloper, via escrow delivery of closing documents to the Title

Company. The Woodland Easements shall be terminated as of the date of the Conveyance.

10. All costs incurred in connection with the Conveyance, including without limitation any real estate transfer or recording fees, will be paid for by Village.

PUBLIC USE EASEMENT AGREEMENT

THIS PUBLIC USE EASEMENT AGREEMENT (this "**Agreement**") is dated as of May __, 2010, by and between HIGH CLIFF GOLF COURSE, INC., a Wisconsin corporation ("**Grantor**") and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin village ("**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the owner of real property located in the Village of Sherwood, Calumet County, State of Wisconsin, as more specifically described on **Exhibit A**, attached hereto and made a part hereof (the "**High Cliff Parcel**");

WHEREAS, Grantor and Grantee have entered into that certain Redevelopment Agreement dated as of even date herewith, and as a condition to the Redevelopment Agreement, Grantee required that certain public trail easements be granted over a portion of the High Cliff Parcel, and that the easements be open to the public as herein provided; and

WHEREAS, Grantor and Grantee desire to enter into this Agreement granting a trail easement for use by the general public on, over, and across portions of the High Cliff Parcel, all in accordance with and subject to the terms, covenants and conditions herein contained;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee a permanent, perpetual, nonexclusive easement on, over, and across portions of the High Cliff Parcel, as more particularly described on **Exhibit B-1** and depicted on **Exhibit B-2** attached hereto and made a part hereof (the "**Woodland Easement Area**"), for the purposes of providing the general public access to and use of the Woodland Easement Area for recreational purposes, including the right to construct, maintain, repair, replace, modify, install and rebuild trails and reasonably necessary safety and security equipment, and for the purposes of allowing Grantee to cut timber and clear portions of the Woodland Easement Area to serve the recreational purposes provided for herein.
2. **Maintenance of Woodland Easement Area.** Grantee shall be responsible for the maintenance and repair of the Woodland Easement Area.
3. **Conveyance of Woodland Easement Area.** Upon the repayment in full of that certain loan in the original principal amount of \$74,594.99 (the "**Loan**") made to Grantor by its lender, Community First Credit Union, or its successors or assigns ("**Lender**"), evidenced by that certain promissory note or other agreement, No. 992774-26, dated May 1, 2009, and secured by that certain Mortgage dated May 1, 2009, and recorded in the Office of the Register of Deeds for Calumet County on June 29, 2009, as Document No. 443236, proof of which repayment shall be provided to Grantee within 10 business days after it is made, Grantor shall convey to Grantee fee title to the Woodland Easement Area upon the terms and conditions set forth in **Exhibit C**. Grantor shall give notice to Grantee in the event that Grantor defaults in making any required payment on the Loan or in performing any of its obligations with respect thereto, whereupon Grantee shall have the right, but not the obligation, to cure such default on behalf of Grantor.

Grantor shall repay to Grantee any amounts expended by Grantee in curing such default, which repayment shall be on terms and conditions reasonably acceptable to Grantor and Grantee.

4. Notices. All notices, demands, certificates, or other communications under this Agreement shall be in writing. They shall be deemed given (1) when hand delivered to the address below, (2) when transmitted by facsimile to the number below with electronic confirmation of receipt, or (3) two business days after being mailed by first-class mail, postage prepaid, to the address below. Any party may, by written notice to the other parties, designate a change of address for these purposes.

If to Grantee:

Village of Sherwood
Attention: Village Clerk
P.O. Box 279
W489 Clifton Road
Sherwood, Wisconsin 54169-0279
Facsimile: (920) 989-4084
Telephone: (920) 989-1589

If to Grantor:

High Cliff Golf Course, Inc.
Attention: Kris Vemuri
W5055 Golf Course Road
Sherwood, Wisconsin 54169
Facsimile: (920) 989-1046
Telephone: (920) 989-1045

5. Indemnification. Grantor and Grantee each hereby mutually agree to indemnify and hold the other party, its employees, officers, members, customers, tenants, agents, contractors and assigns harmless from and against any and all injuries, damages, claims, liabilities, losses, actions, fees, costs and expenses relating to the existence or use of the Woodland Easement Area and arising out of the negligent or willful act or omission of the indemnifying party or its employees, officers, members, customers, tenants, agents, contractors and assigns.

6. Covenants Running with the Land. This Agreement and all of the terms and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall be "covenants running with the land," and as such, shall run with, be binding upon and inure to the benefit of Grantee and the High Cliff Parcel.

7. Modification. This Agreement may not be modified, amended or terminated except by a writing executed and delivered by the parties hereto.

8. Waiver. No waiver of, acquiescence in or consent to any breach or default of any term or condition hereof shall constitute or be construed as a waiver of, acquiescence in or consent to any other, further or succeeding breach or default of the same or any other term or condition.

9. No Joint Venture. No provision herein shall be deemed to constitute the parties hereto partners of one another or joint venturers of one another or in any way obligate any party hereto for the performance of any obligation of any other party hereto not expressly assumed herein.

10. Applicable Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

11. Severability. If any term or condition of this Agreement shall, in any case, be invalid or unenforceable under applicable law, then the same and all other terms and conditions of this Agreement shall, in all other cases, not be affected thereby, and all such terms and conditions shall be valid and enforceable to the fullest extent permitted by applicable law.

[Signature Pages Follow]

GRANTEE:

VILLAGE OF SHERWOOD, WISCONSIN

By: David C. Miller
Name: David C. Miller
Title: Village President

Attest: Susan M. Williams
Name: Susan M. Williams
Title: Village Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF CALUMET)

This instrument was acknowledged before me on May 6, 2010, by David C. Miller and Susan M. Williams, as Village President and Village Clerk, respectively, of VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin village.

[NOTARIAL SEAL]



D.E. Maxymek
Name printed: DE MAXYMEK
Notary Public, State of Wisconsin
My Commission: Exp 6-26-2011

This document was drafted by David N. Farwell, Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5367.

EXHIBIT A

Description of the High Cliff Parcel

SEE ATTACHED

EXHIBIT B-1

Description of the Woodland Easement Area

"Parcel 1"

Part of the Northeast Quarter of the Southeast Quarter of Section 25, Township 20 North, Range 18 East, Village of Sherwood, Calumet County, Wisconsin, containing 50,598 square feet or 1.16 acres of land and described as follows:

Commencing at the East Quarter Corner of said Section 25; thence North 88°03'57" West a distance of 1,571.45 feet, recorded as North 88°20'27" West a distance of 1,580.71 feet, along the north line of the southeast quarter to the east right-of-way line of Meadowcliff Drive; thence South 24°47'18" East a distance of 171.64 feet, recorded as South 24°50'29" East a distance of 163.54 feet along the east right-of-way line to the north line of Meadowcliff Estates Condominium; thence North 81°11'14" East a distance of 186.75 feet, recorded as North 81°09'31" East a distance of 186.80 feet along the north line; thence South 66°29'24" East a distance of 138.10 feet recorded as South 66°28'29" East a distance of 138.35 feet to the point of beginning; thence South 52°30'19" East a distance of 111.23 feet; thence South 86°17'53" East a distance of 74.38 feet; thence South 68°10'04" East a distance of 58.28 feet; thence South 54°43'26" East a distance of 68.69 feet; thence South 06°47'17" East a distance of 85.27 feet to the north line of Outlot 1, Certified Survey Map No. 1499; thence South 86°22'51" West a distance of 76.00 feet, recorded as South 86°14'22" West, along the north line of Outlot 1 to the northeast corner of Lot 86, High Cliff Recreation Village Plat No. 2; thence South 66°37'04" West a distance of 220.22 feet, recorded as South 66°38'29" West a distance of 220.00 feet to the northwest corner of Lot 86; thence North 00°52'26" West a distance of 310.75 feet, recorded as North 00°49'29" West, along the east line of Meadowcliff Estates Condominium to the point of beginning.

"Parcel 3"

Part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 20 North, Range 18 East, Village of Sherwood, Calumet County, Wisconsin, containing 47,133 square feet or 1.08 acres of land and described as follows:

Commencing at the East Quarter Corner of said Section 25; thence North 88°03'57" West a distance of 1,812.99 feet, recorded as North 88°20'27" West, along the north line of the southeast quarter to the point of beginning; thence South 16°30'25" West a distance of 41.33 feet; thence South 45°05'48" West a distance of 66.92 feet; thence South 15°52'28" East a distance of 170.79 feet; thence South 32°12'18" West a distance of 51.72 feet; thence South 12°55'11" West a distance of 114.00 feet; thence South 04°23'22" West a distance of 66.70 feet; thence South 54°29'38" West a distance of 45.00 feet to the southeast corner of Lot 5, Lakeshore Estates South; thence North 06°08'10" West a distance of 188.77 feet, recorded as North 06°09'53" West a distance of 189.08 feet to the northeast corner of Lot 5; thence North 35°09'53" West a distance of 73.55 feet, recorded as North 35°20'55" West a distance of 73.36 feet; thence North 09°05'59" East a distance of 258.44 feet, recorded as North 09°03'37" East a distance of 252.11 feet to the north line of the southeast quarter; thence South 88°03'57" East a distance of 128.95 feet, recorded as South 88°20'27" East, along the north line to the point of beginning.

EXHIBIT B-2

Depiction of the Woodland Easement Area

SEE ATTACHED

EXHIBIT C

Conveyance of the Woodland Easement Area

Depiction of the Woodland Easement Area (the "Woodland Parcels"): See Exhibit B-2.

Terms and Conditions of the Conveyance of the Woodland Parcels:

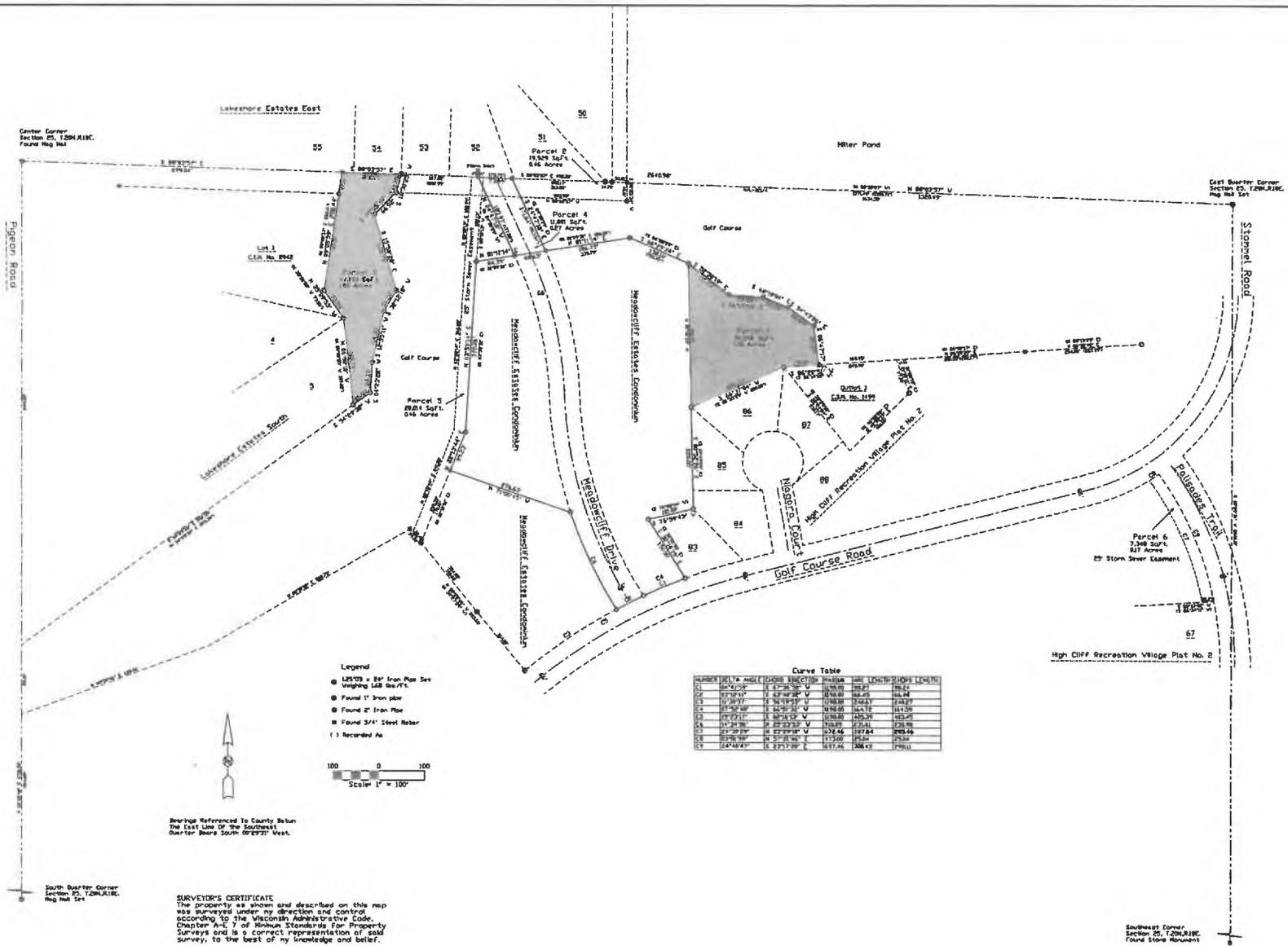
Pursuant to Section 3 of the Agreement, Grantor will convey to Grantee the Woodland Parcels, upon the following terms and conditions:

The consideration for the conveyance of the Woodland Parcels to Grantee (the "**Conveyance**") shall be the agreement of Grantee to make the grant provided for in and upon and subject to the terms and conditions of the Redevelopment Agreement, and no other consideration shall be necessary.

1. There shall be no earnest money for the Conveyance.
2. Customary prorations of (or credits for) rents, real estate taxes, private or municipal charges, or other income, taxes, or expenses shall be made at closing.
3. Grantor shall convey the Woodland Parcels to Grantee by general warranty deed.
4. At the time of the Conveyance, Grantor shall represent and warrant to Grantee, which representations and warranties will survive the Conveyance, as follows:
 - (a) There is no existing or to Grantor's knowledge any pending or threatened litigation, suit, action or proceeding before any court or administrative agency which has or may create a lien upon the Woodland Parcels which will not be cleared by Grantor at or prior to the date of the Conveyance.
 - (b) To Grantor's knowledge, there are no existing pending or threatened condemnation proceedings affecting any portion of the Woodland Parcels.
 - (c) Grantor is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1990 (the "IRC"), as amended. At the date of Conveyance, and as a condition thereto, Grantor shall furnish to Grantee an affidavit, in form and substance acceptable to Grantee, signed under penalty of perjury and containing Grantor's U.S. taxpayer identification number, to the effect that Grantor is not a foreign person within the meaning of Section 1445(f) of the IRC.
 - (d) Grantor has good right, title and authority to convey title to the Woodland Parcels in the manner called for hereunder; the individual executing the Conveyance documents has been duly authorized and empowered to so act on behalf of Grantor.
 - (e) To Grantor's knowledge, the Woodland Parcels has never been used as a dump or industrial waste disposal area; the Woodland Parcels is in compliance with all federal, state and local (including local sewerage district) laws, rules, regulations,

ordinances, codes and orders governing, establishing, limiting or otherwise affecting the discharge or disposal of air pollutants, water pollutants, processed waste water or solid, hazardous or toxic wastes; there are no pending or threatened actions or proceedings against the Grantor or the Woodland Parcels with regard to the foregoing by the local municipality, the local sewerage district, the Wisconsin Department of Natural Resources, the U.S. Environmental Protection Agency or any other governmental entity, and there is no basis for any such action or proceeding; no solid or hazardous waste has been disposed of or stored on the Woodland Parcels during any time that the Grantor owned the Woodland Parcels, any such wastes having been properly hauled from the Woodland Parcels; Grantor has no notice or knowledge of any solid, toxic or hazardous wastes having ever been disposed of or stored on the Woodland Parcels; and there is no urea formaldehyde insulation or asbestos on the Woodland Parcels.

5. Grantee may, at its own cost and expense, obtain evidence of title in the form of an owner's policy of title insurance in the amount of the fair market value of the Woodland Parcels on a current ALTA form (the "**Title Policy**"), issued by a title insurer selected by Grantee and licensed to write title insurance in the State of Wisconsin (the "**Title Company**"), and insuring Grantee in fee simple title to the Woodland Parcels free and clear of all mortgage, liens, and other similar encumbrances except those reasonably deemed acceptable to Grantee. Without limiting the generality of the foregoing, Grantor will obtain and record (or cause to be recorded) any partial satisfactions of mortgage necessary to remove the lien of any mortgage affecting the Woodland Parcels. Grantor will also provide any and all resolutions, customary affidavits, and other documents required from Grantor by the Title Company in connection with the issuance of the Title Policy.
6. Grantee may, at its own cost and expense, conduct and/or have prepared inspections, surveys, tests and other investigations of the Woodland Parcels (collectively, the "**Investigations**"), including without limitation a Phase I environmental audit, and Grantor will allow reasonable access to Grantee's engineers, surveyors, environmental consultants, inspectors, employees, and contractors (collectively, the "**Investigation Parties**") for the purpose of conducting the Investigations, the results of which Investigations shall be reasonably satisfactory to Grantee. Grantee will indemnify and hold harmless Grantor from and against any damages arising from the actions or omissions of Grantee or the Investigation Parties with respect to the Investigations.
7. To the extent required by applicable law, Grantee will, at its own cost and expense, arrange for and obtain a Certified Survey Map or similar land division approvals and/or will arrange to have the Woodland Parcels surveyed so as to separate it from the High Cliff Parcel.
8. Closing will occur on the date specified in Section 3, or on another date agreed upon by Grantee and Grantor, via escrow delivery of closing documents to the Title Company. The easements provided for in the Agreement shall be terminated as of the date of the Conveyance.
9. All costs incurred in connection with the Conveyance, including without limitation any real estate transfer or recording fees, will be paid for by Grantee.



DATE OF SURVEY 12/10/2010	APPROVED BY [Signature]	DATE 12/10/2010	PROJECT HAYER LAND SURVEYING NS698 LAKE SHIRE DRIVE HILBERT, WI 54129 920-439-1761	DESCRIPTION PART OF MEADOWCLIFF ESTATES CONDOMINIUM AND PART OF THE OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 10 EAST, VILLAGE OF SHERWOOD, CALUMET COUNTY, WISCONSIN.	SHEET NO. 1 OF 1
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**EXHIBIT E
TO
REDEVELOPMENT AGREEMENT**

Fee Concession

Redeveloper shall provide Village residents with a ten percent (10%) reduction in fees for the use of High Cliff Golf Course; *provided, however*, that such reduced fees shall not be less than those offered by local competitors (e.g., Sherwood Forest Golf Course).

**CROSS-COUNTRY SKI TRAIL
EASEMENT AGREEMENT**

Document Number

Recording Area

Name and Return Address

Mr. Randy Friday
Village of Sherwood
P.O. Box 279
Sherwood, Wisconsin 54169

See EXHIBIT A

Parcel Identification Number (PIN)

CROSS-COUNTRY SKI TRAIL EASEMENT AGREEMENT

THIS CROSS-COUNTRY SKI TRAIL EASEMENT AGREEMENT (this "Agreement") is dated as of May __, 2010, by and between HIGH CLIFF GOLF COURSE, INC., a Wisconsin corporation ("Grantor") and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin village ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of real property located in the Village of Sherwood, Calumet County, State of Wisconsin, as more specifically described on Exhibit A, attached hereto and made a part hereof (collectively, the "High Cliff Parcel");

WHEREAS, Grantor and Grantee have entered into that certain Redevelopment Agreement dated as of even date herewith, and as a condition to the Redevelopment Agreement, Grantee required that certain easements be granted over the High Cliff Parcel, and that the easements be open to the public as herein provided; and

WHEREAS, Grantor and Grantee desire to enter into this Agreement granting a cross-country ski trail easement for use by the general public on, over, and across the High Cliff Parcel, all in accordance with and subject to the terms, covenants and conditions herein contained;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. Subject to the provisions of Section 5 hereof, Grantor hereby grants to Grantee a permanent, perpetual, nonexclusive easement on, over, and across the High Cliff Parcel (the "Easement Area"), for the purposes of providing the general public a recreational area for cross-country skiing, solely during the winter months when Grantor's golf course business is closed for the season. Grantor shall have unlimited access to the Easement Area, for all purposes, provided that such access shall not unreasonably interfere with the use of the Easement Area. Grantor shall also have the right to erect barriers or post signs forbidding access to portions of the Easement Area if, in Grantor's reasonable judgment, such restrictions are necessary or convenient to protect the health and safety of the public and/or to prevent damage to the High Cliff Parcel.

2. Maintenance of Easement Area. Grantor shall be responsible for the repair and maintenance of the Easement Area.

3. Notices. All notices, demands, certificates, or other communications under this Agreement shall be in writing. They shall be deemed given (1) when hand delivered to the address below, (2) when transmitted by facsimile to the number below with electronic confirmation of receipt, or (3) two business days after being mailed by first-class mail, postage prepaid, to the address below. Any party may, by written notice to the other parties, designate a change of address for these purposes.

If to Grantee:

Village of Sherwood
Attention: Village Clerk
P.O. Box 279
W489 Clifton Road
Sherwood, Wisconsin 54169-0279
Facsimile: (920) 989-4084
Telephone: (920) 989-1589

If to Grantor:

High Cliff Golf Course, Inc.
Attention: Kris Vemuri
W5055 Golf Course Road
Sherwood, Wisconsin 54169
Facsimile: (920) 989-1046
Telephone: (920) 989-1045

4. Indemnification. Grantor and Grantee each hereby mutually agree to indemnify and hold the other party, its employees, officers, members, customers, tenants, agents, contractors and assigns harmless from and against any and all injuries, damages, claims, liabilities, losses, actions, fees, costs and expenses relating to the existence or use of the Easement Area and arising out of the negligent or willful act or omission of the indemnifying party or its employees, officers, members, customers, tenants, agents, contractors and assigns.

5. Covenants Running with the Land. This Agreement and all of the terms and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall be "covenants running with the land," and as such, shall run with, be binding upon and inure to the benefit of Grantee and the High Cliff Parcel; *provided, however*, that in the event that a default by Grantor under either of those certain mortgages recorded in the Office of the Register of Deeds for Calumet County, Wisconsin, as Document No. 436794 and Document No. 443236, respectively (the "Mortgages"), results in a foreclosure or other action taken in lieu of foreclosure by Community First Credit Union or its successors or assigns ("Lender"), as mortgagee under the Mortgages, this easement shall automatically terminate without a need by any party to record any further instrument or take additional action.

6. Modification. This Agreement may not be modified, amended or terminated except by a writing executed and delivered by the parties hereto.

7. Waiver. No waiver of, acquiescence in or consent to any breach or default of any term or condition hereof shall constitute or be construed as a waiver of, acquiescence in or consent to any other, further or succeeding breach or default of the same or any other term or condition.

8. No Joint Venture. No provision herein shall be deemed to constitute the parties hereto partners of one another or joint venturers of one another or in any way obligate any party hereto for the performance of any obligation of any other party hereto not expressly assumed herein.

9. Applicable Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

10. Severability. If any term or condition of this Agreement shall, in any case, be invalid or unenforceable under applicable law, then the same and all other terms and conditions of this Agreement shall, in all other cases, not be affected thereby, and all such terms and conditions shall be valid and enforceable to the fullest extent permitted by applicable law.

[Signature Pages Follow]

GRANTEE:

VILLAGE OF SHERWOOD, WISCONSIN

By: _____

Name: David C. Miller

Title: Village President

Attest: _____

Name: Susan M. Williams

Title: Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF CALUMET)

This instrument was acknowledged before me on May ____, 2010, by David C. Miller and Susan M. Williams, as Village President and Village Clerk, respectively, of VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin village.

[NOTARIAL SEAL]

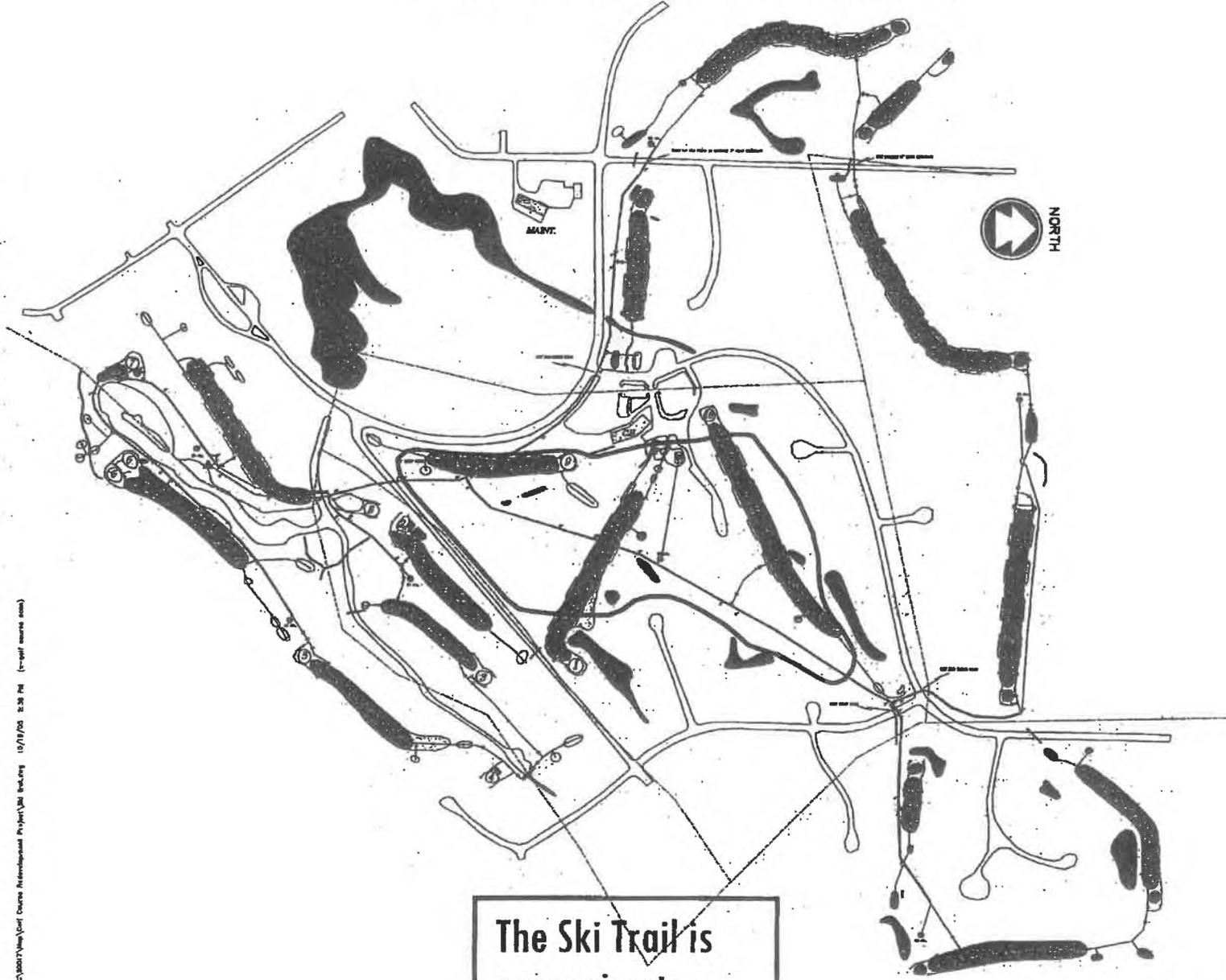
Name printed: _____

Notary Public, State of Wisconsin

My Commission: _____

This document was drafted by David N. Farwell, Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5367.

Exhibit H - Cross Country Ski Trail



The Ski Trail is approximate.

— Cross Country Ski Trail

columns at \\s005\0007\Map\Conf Course Re-development Project\GIS\Map.dwg 10/17/05 2:38 PM (1=staff means none)

Randy Friday

From: Randy Friday
Sent: Thursday, June 04, 2020 4:09 PM
To: Richard Carlson; Ashley Lehocky
Cc: Lindsay Borngraver; Clerk Treasurer
Subject: FW: Village of Sherwood - Subdivision Development (Pond View Estates; Establishment of Escrow Account - Agreement).
Attachments: Scanned from a Xerox Multifunction Printer.pdf; z - Developer Agreement & Easement Release (signed & recorded).pdf; Ralph Hopfensberger - Field run-off - Stommel Rd. abutting field & wooded property.docx; Aerial photo (2018).pdf; Aerial photo (2014).pdf; Aerial photo (2010).pdf; Aerial photo (2001).pdf

Rich,

For your review the attached proposed *Escrow Account* agreement is made (see Attachment #1), as well as signed/recorded *Pond View Estates Developer Agreement*.

I note the following:

- Proposed *Escrow Account* is scheduled to expire at end-2022, meeting the conditions of Para. 3 of the proposal (Dec. 31, 2022).
- Proposed *E.A.* agreement approval date in Opening Paragraph (page 1) is ____, 2019. The date would have to be changed.
- Proposed *E.A.* sets approval date in Section Seven (page 3) as ____, 2019. The date would have to be changed.
- All public improvements have not yet been approved via *Resolution*, per *Developer Agreement 9.b*. If you have a standard *Resolution* form regarding this for usage please forward to us. Of course, their engineer states he is fine w/ the Village accepting this 'clear water'.
- **An Issue – Stormwater:** An abutting farmer (V. of Harrison property owner; Ralph Hopfensberger;) plowed a drainage ditch directly to the northerly stormwater drain inlet structure via (currently) overland 'chisel plow' and wants to install underground 'drain tile' to same location directing stormwater from his fields and wooded lot into the subdivision stormwater system – which becomes part of the Village's overall stormwater system (see pics in attached 'MS Word' document).

The Sherwood Village Board is "very unhappy."

- Attached also are aerial photos from 2010, 2014, and 2018.
- Hopfensbergers own abutting approx. 35acres to P.V.E. subdivision (Parcels #40208; 40210; 40214; 40218).
- Only beginning in 2018 is a trench dug toward the subdivision area.

Regards,

Randy Friday
Village Administrator

Village of Sherwood
W482 Clifton Road
Sherwood, WI 54169

Tel: 920/989-1589
Fax: 920/989-4084
www.villageofsherwood.org

*****Confidentiality Notice*****

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From: John Nygaard [mailto:John.Nygaard@communityfirstcu.org]
Sent: Thursday, June 04, 2020 8:18 AM
To: Randy Friday <administrator@villageofsherwood.org>
Cc: Erin Jensen <Erin.Jensen@communityfirstcu.org>
Subject: FW: Pond View Estates Escrow Account Agreement

Hi Randy, we will also need your concurrence for this additional transaction. Please call with questions. JN

From: Sheri <Sheri@vansconstruction.com>
Sent: Tuesday, June 2, 2020 10:42 AM
To: John Nygaard <John.Nygaard@communityfirstcu.org>
Cc: Jason <Jason@vansconstruction.com>
Subject: Pond View Estates Escrow Account Agreement

John –

Was the attached document ever sent to you? The Village is requiring an escrow account in the amount of \$282,851.70 for curb, gutter and final street pavement. Van's Realty & Construction of Appleton, Inc. will be drawing the escrow funds from the development loan.

Best Regards,

Sheri L. Jones, C.P.A.

Van's Realty & Construction of Appleton, Inc.
2525 South Oneida Street
Appleton, Wisconsin 54915

Direct: 920.364.0315

Office: 920.734.1845

Fax: 920.734.7108

Email: sheri@vansconstruction.com

Website: www.vansconstruction.com

E-MAIL CONFIDENTIALITY NOTICE:

The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited. Delivery of this message and any attachments which contain confidential or trade secret information or information protected by the attorney client privilege or attorney work product doctrine shall not constitute a waiver of such protections unless otherwise agreed to in writing.



ESCROW ACCOUNT AGREEMENT

This Agreement is made on _____, 2019, between COMMUNITY FIRST CREDIT UNION, referred to as "Lender," VAN'S REALTY & CONSTRUCTION OF APPLETON, INC., a Wisconsin corporation referred to as "Borrower," and VILLAGE OF SHERWOOD, a Wisconsin municipality located in Calumet County, Wisconsin, referred to as "Municipality."

RECITALS

Pursuant to a Development Agreement between Borrower and Municipality dated _____, 2019, a copy of which is incorporated herein and attached hereto as "Exhibit A," Borrower is required to establish an escrow account for the benefit of the Municipality and in the name of the Municipality equal to One Hundred Twenty Percent (120%) of the estimated costs of curb and gutter and final street pavement for all streets. Such escrow account shall be in the name of the Municipality and used for subsequent installment of such improvements by the Municipality using the escrow account funds.

Lender has agreed to certain terms and conditions to provide such escrow funds at the request and expense of Borrower. Borrower has executed and delivered to Lender a Promissory Note payable to the order of Lender (the "Note") and any documents requested by Lender to secure said escrow funds.

Borrower has requested and Lender agrees to furnish an escrow account in the amount of \$282,851.70, based on the estimated cost of said improvements which are as follows:

EXHIBIT 3 COST ESTIMATE - FINAL STREET PAVEMENT POND VIEW ESTATES, VILLAGE OF SHERWOOD 7/9/2019			
ITEM	QUANTITY	UNIT PRICE	TOTAL
FINAL STREET PAVEMENT			
1 L.F. 30" CURB & GUTTER	4300	\$18 00	\$77,400.00
2. S.Y. HMA PAVEMENT - BINDER 1 75"	7505	\$6.50	\$48,782.50
3 S.Y. HMA PAVEMENT - SURFACE 1 75"	7505	\$6.50	\$48,782.50
4. EACH ADJUST MANHOLE & INLET	31	\$400.00	\$12,400.00
5 EACH SUPPLY & INSTALL CHIMNEY SEAL	9	\$400 00	\$3,600.00
6. LUMP SUM TRAFFIC CONTROL	1	\$2,000 00	\$2,000.00
7. S.Y. RESTORE BEHIND CURB	2400	\$5 00	\$12,000.00
FINAL STREET PAVEMENT SUBTOTAL			\$204,965.00
CONSTRUCTION TOTAL			\$204,965.00
VILLAGE ENGINEERING & ADMINISTRATION			\$30,744.75
PROJECT TOTAL			\$235,709.75

IN CONSIDERATION of the matters described above, the mutual covenants contained in this document, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged here, Lender, Borrower and Municipality agree as follows:

**SECTION ONE
CONSTRUCTION OF PUBLIC IMPROVEMENTS**

Municipality agrees to assume responsibility for the installation and the construction of the public improvements specifically required of it as described in the Development Agreement.

**SECTION TWO
FUNDS HELD IN ESCROW**

Lender agrees to hold the amount of \$282,851.70 in escrow in accordance with the terms of this Agreement.

**SECTION THREE
INDEMNIFICATION OF LENDER**

Borrower and Municipality agree to indemnify and hold Lender harmless from all claims, actions, causes of action, judgments, damages, injuries, losses, liability, costs and expenses, including, but not limited to, attorney fees, expenses and court costs arising out of or in any way resulting from the installation and construction of the public improvements.

**SECTION FOUR
DISBURSEMENT OF ESCROW FUNDS**

Lender shall disburse amounts to Municipality upon request for completion of each public improvement required of Municipality. Lender shall notify Municipality and Borrower of each disbursement not less than 48 hours prior to such disbursement. Municipality shall provide lien waivers from each contractor involved in such public improvement.

In the event that Municipality certifies in writing that: (i) it has completed installation of all curb and gutter and final street pavement for all streets; and (ii) there is a positive balance of funds in the escrow account, the remaining balance of escrow funds (if any) shall be delivered to Borrower.

**SECTION FIVE
TERMINATION OF THIS AGREEMENT**

Unless extended by the parties, this Agreement shall terminate on the earlier of: (i) December 31, 2022; or (ii) the completion of all public improvements required of Municipality, payment of all costs related to such public improvements from the escrow funds, and delivery of the remaining balance thereafter to Borrower (if any), this Agreement shall terminate and Lender, Borrower and Municipality shall have no further rights, duties or obligations hereunder, except as may be provided under the Development Agreement.

**SECTION SIX
DUTIES OF LENDER**

During the term of this Agreement, Lender shall hold and disburse the escrow funds in accordance with the terms and conditions of this Agreement.

Lender, Borrower and Municipality agree that Lender assumes no liability in connection with this Agreement except for gross negligence or willful misconduct, that Lender shall never be responsible of the validity, correct ness, or genuineness of any document or notice referred to under this Agreement and that Lender may seek advice from its own counsel and shall be fully protected in any action taken by it in good faith in accordance with the opinion of its counsel. In the event a dispute develops between any parties with respect to this Agreement, Lender shall have the right to pay the escrow funds into a court of competent jurisdiction and interplead Borrower and Municipality, and the Lender shall be discharged of any further obligation in connection with this Agreement.

**SECTION SEVEN
BINDING EFFECT**

This Agreement shall benefit and bind the parties and their successors, legal representatives, and assigns.

IN WITNESS WHEREOF, the Parties have executed this Escrow Agreement as of _____ 2019.



BORROWER: Van's Realty & Construction of Appleton, Inc.

Jason Haen, its President, authorized agent

MUNICIPALITY: Village of Sherwood

by _____

its _____

ESCROW AGENT: Community First Credit Union

by _____

its _____

NOTE: Rcv'd 06/02/2020

Dept of Safety & Professional Services Industry Services Division Wisconsin Stats. 101.63, 101.73	Wisconsin Uniform Building Permit Application	Application No. 2 Parcel No. 45016
Instructions on back of second ply. The information you provide may be used by other government agency programs [(Privacy Law, s. 15.04 (1)(m))]		

PERMIT REQUESTED Constr. HVAC Electric Plumbing Erosion Control Other:

Owner's Name VAN'S REALTY AND CONSTRUCTION	Mailing Address 2525 S. ONEIDA ST, APPLETON, WI 549	Tel. 920-734-1845
Contractor Name & Type VAN'S REALTY AND CONSTRUCTION	Lic/Cert# 2348	Mailing Address 2525 S. ONEIDA ST, APPLETON, WI 54912
Dwelling Contractor (Constr.) VAN'S REALTY AND CONSTRUCTION	2348	920-734-1845
Dwelling Contr. Qualifier LANCE HAEN	1066559	The Dwelling Contr. Qualifier shall be an owner, CEO, COB or employee of the Dwelling Contr. 920-734-1845
HVAC BLACK HAAL	11193	54912 P.O. BOX 7075, APPLETON, WI 920-757-9990
Electrical QUANTUM ELECTRICAL SOLUTIONS	991974	54942 P.O. BOX 271, GREENVILLE, WI 920-209-1669
Plumbing COMPLETE PLUMBING	224759	54952 1197 RAINE ST, MENASHA, WI 920-716-8060

PROJECT LOCATION Lot area **11050** Sq. ft. One acre or more of soil will be disturbed Town Village City of **OF SHELDON** _____ 1/4, _____ 1/4, of Section _____, T _____ N, R _____ E/W

Building Address **N7939 STOMMEL ROAD** County **CALUMET** Subdivision Name **POND VIEW ESTATES** Lot No. **31** Block No. _____

Zoning District(s) _____ Zoning Permit No. _____ Setbacks: Front **25** ft. Rear **48** ft. Left **15** ft. Right **14** ft.

1. PROJECT <input checked="" type="checkbox"/> New <input type="checkbox"/> Alteration <input type="checkbox"/> Addition <input type="checkbox"/> Other: <input type="checkbox"/> Repair <input type="checkbox"/> Raze <input type="checkbox"/> Move	3. OCCUPANCY <input checked="" type="checkbox"/> Single Family <input type="checkbox"/> Two Family <input type="checkbox"/> Garage <input type="checkbox"/> Other: <input checked="" type="checkbox"/> Site-Built <input type="checkbox"/> Mfd. per WI UDC <input type="checkbox"/> Mfd. per US HUD	6. ELECTRIC Entrance Panel Amps: 200 <input checked="" type="checkbox"/> Underground <input type="checkbox"/> Overhead 7. WALLS <input checked="" type="checkbox"/> Wood Frame <input type="checkbox"/> Steel <input type="checkbox"/> ICF <input type="checkbox"/> Timber/Pole <input type="checkbox"/> Other:	9. HVAC EQUIP. <input checked="" type="checkbox"/> Furnace <input type="checkbox"/> Radiant Basebd <input type="checkbox"/> Heat Pump <input type="checkbox"/> Boiler <input checked="" type="checkbox"/> Central AC <input type="checkbox"/> Fireplace <input type="checkbox"/> Other:	12. ENERGY SOURCE <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>Fuel</th> <th>Nat Gas</th> <th>LP</th> <th>Oil</th> <th>Elec</th> <th>Solid</th> <th>Solar Geo</th> </tr> <tr> <td></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Space Htg</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Water Htg</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Fuel	Nat Gas	LP	Oil	Elec	Solid	Solar Geo		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Space Htg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water Htg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. HEAT LOSS 42112 BTU/HR Total Calculated Envelope and Infiltration Losses (available from "Total Building Heating Load" on Rescheck report)								
Fuel	Nat Gas	LP	Oil	Elec	Solid	Solar Geo																											
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																											
Space Htg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																											
Water Htg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																											
2. AREA INVOLVED (sq ft) <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Unit 1</th> <th>Unit 2</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Unfin. Bsmt</td> <td>1542</td> <td></td> <td></td> </tr> <tr> <td>Living Area</td> <td>1542</td> <td></td> <td></td> </tr> <tr> <td>Garage</td> <td>800</td> <td></td> <td></td> </tr> <tr> <td>Deck/Porch</td> <td>150</td> <td></td> <td></td> </tr> <tr> <td>Totals</td> <td>4034</td> <td></td> <td></td> </tr> </tbody> </table>		Unit 1	Unit 2	Total	Unfin. Bsmt	1542			Living Area	1542			Garage	800			Deck/Porch	150			Totals	4034			4. CONST. TYPE <input checked="" type="checkbox"/> 1-Story <input type="checkbox"/> 2-Story <input type="checkbox"/> Other: <input checked="" type="checkbox"/> Plus Basement	8. USE <input type="checkbox"/> Seasonal <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Other:	10. SEWER <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Sanitary Permit# _____	11. WATER <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> On-Site Well	14. EST. BUILDING COST w/o LAND \$ 240,000				
	Unit 1	Unit 2	Total																														
Unfin. Bsmt	1542																																
Living Area	1542																																
Garage	800																																
Deck/Porch	150																																
Totals	4034																																

I understand that I am subject to all applicable codes, laws, statutes and ordinances, including those described on the reverse side of the last ply of this form; am subject to any conditions of this permit; understand that the issuance of this permit creates no legal liability, express or implied, on the state or municipality; and certify that all the above information is accurate. If one acre or more of soil will be disturbed, I understand that this project is subject to ch. NR 151 regarding additional erosion control and stormwater management and the owner shall sign the statement on the back of the permit if not signing below. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.
 I vouch that I am or will be an owner-occupant of this dwelling for which I am applying for an erosion control or construction permit without a Dwelling Contractor Certification and have read the cautionary statement regarding contractor responsibility on the reverse side of the last ply of this form.

APPLICANT (Print): JEREMY OLMSTED Sign: [Signature] DATE 6/2/2020

APPROVAL CONDITIONS This permit is issued pursuant to the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty. See attached for conditions of approval.

ISSUING JURISDICTION Town of Village of City of County of State → State-Contracted Inspection Agency#: _____ Municipality Number of Dwelling Location Agency#: _____

FEES:	PERMIT(S) ISSUED	WIS PERMIT SEAL #	PERMIT ISSUED BY:
Plan Review \$ _____	<input type="checkbox"/> Construction		Name _____
Inspection \$ _____	<input type="checkbox"/> HVAC		Date _____
Wis. Permit Seal \$ _____	<input type="checkbox"/> Electrical		Tel _____
Other \$ _____	<input type="checkbox"/> Plumbing		

(Do not write in this space--for office use only)

Application No.: _____ Fee Paid \$ _____
 Zone District Classification: _____ Date: _____
CULVERT PERMIT WATER TAPPING FEES METER HOOK-UP FEES

Instructions to Applicants: Before beginning any construction, a Land Use Permit must be obtained from the Code Administrator. Application for permits must be made by the owner of the property on which the construction is to take place or his duly-authorized agent. A legal description of the property and a site plan of the proposed construction must be included with this application. Below, which may be used for drawing the site plan, lists information which must be shown. If the proposed construction meets the zoning requirements, a permit will be issued. If the Code Administrator determines that it does not comply with requirements of the zoning ordinance, the applicant may request an interpretation of the regulations by the Zoning Board of Appeals (if he disagrees with the Code Administrator) or he may request a variance or zoning amendment. All information requested below must be provided before any permits will be issued. Applicants are encouraged to visit the office of the Code Administrator for any assistance needed in completing this form.

1. Name of Applicant(s): VAN'S REALTY AND CONSTRUCTION Phone: 920-734-1845

Address: (Street) 2525 S. ONEIDA ST. (City) APPLETON, WI (Zip) 54915

2. Property Interest of applicant:
 Owner Lessee Contract Purchaser Other

3. Name of owner: _____ Phone: _____
 (if other than applicant)

Address: (Street) _____ (City) _____ (Zip) _____

4. Location of proposed construction:
 Address: (Street) N 7939 STIMMEL RD (City) VILLAGE OF SHERWOOD (Zip) _____
 Legal Description: (Lot, block, and subdivision; or metes and bounds description and acreage)

LOT 31 POND VIEW ESTATES

5. Proposed Improvement: (check applicable items)

- New building
- Addition or alteration (explain): _____
- Mobile home on permanent foundation
- Relocation of existing building
- Other (explain): _____

6. Proposed structure: No. of rooms: 3 Sq. ft. of structure: 1542
 No. of stories: 1 Cost of structure: \$ 240,000

7. Utilities: Public Water Service Public Sewer Service
 Private Well Septic Tank
 Other: _____ Other: _____

8. Present use of property:
 Residential:
 Single Family Vacant Lot
 Two Family Business (type) _____
 Multi-Family Industrial (type) _____
 No. of Units: _____ Other: _____

9. Proposed use of property:
 Residential: Garage Accessory: _____
 Single Family Carport Business (type) _____
 Two Family Storage Shed Industrial (type) _____
 Multi-Family Other: _____ Other: _____

10. Application is hereby made for a Land Use Permit as required under the Zoning Ordinance of _____ for the erection, moving or alteration, and use of buildings and premises. In making this application the applicant represents all of the above statements and any attached maps or drawings to be true description of the proposed new or altered uses and/or buildings. The applicant agrees that the permit issued may be revoked without notice on any breach of representation or conditions.

It is understood that any permit issued on this application will not grant right of privilege to erect any structure or to use any premises described for any purpose or in any manner prohibited by the Zoning Ordinance, or by other ordinances, codes or regulations of _____.

Applicant: VAN'S REALTY AND CONST.

CERTIFICATE OF OCCUPANCY

The plans and specifications submitted with this application are in conformity with the zone district requirements applicable to the subject property. Changes in plans or specifications shall not be made without written approval of the appropriate village officials. Failure to comply with the above shall constitute a violation of the provisions of the _____ Zoning Ordinance. This permit shall be a final permit when signed by the Code Administrator after a required final inspection.

Permit issued this _____ day of _____, _____

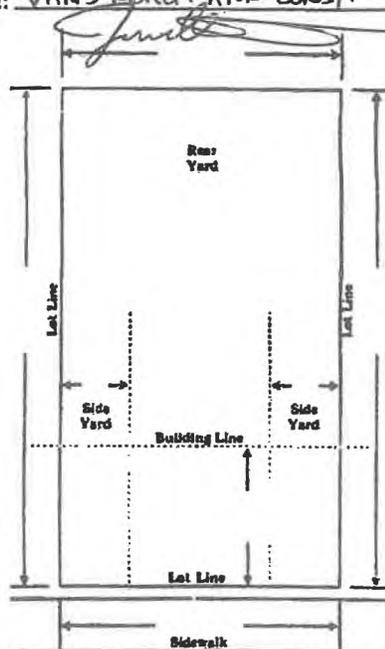
Final inspection Code Administrator _____

Date: _____

SITE PLAN

A site plan must be attached or drawn below at a scale large enough for clarity showing the following information:

- A. Location and dimensions of: Lot, buildings, driveways, and off street parking spaces.
- B. Distance between: Buildings and front, side, and rear lot lines; Principal building and accessory buildings; Principal building and principal buildings on adjacent lots.
- C. Location of: Signs, easements, underground utilities, septic tanks, tile fields, water wells, etc.
- D. Any additional information as may reasonable be required by the Code Administrator and applicable sections of the Zoning Ordinance.

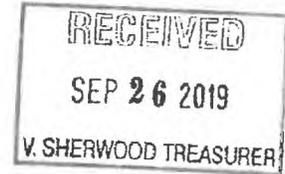




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Tx:4065710

DOCUMENT # 541572

TAMARA ALTEN
REGISTER OF DEEDS
CALUMET COUNTY, WI
09/11/2019 10:08 AM
RECORDING FEE: 30.00
OF PAGES: 7



Document No.

**VILLAGE OF SHERWOOD
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT, made by and between the Village of Sherwood, Calumet County, Wisconsin, a body politic and municipality ("Village") and Van's Realty & Construction of Appleton, Inc. ("Owner/Subdivider"):

WHEREAS, the Owner/Subdivider has proposed to develop property located in the Village of Sherwood, Calumet County, Wisconsin, described in Exhibit 1 attached hereto; and

WHEREAS, the Owner/Subdivider has submitted a Planned Unity Development (PUD #2019-01) and a Preliminary Plat entitled Pond View Estates requiring public improvements that was approved by the Village on July 24, 2019; and

WHEREAS, the Owner/Subdivider has submitted engineering reports, construction plans and specifications for all required public improvements pursuant to the Code of the Village of Sherwood and approved by the Village on July 24, 2019 by Resolution 2019-05 and

WHEREAS, the Owner/Subdivider has now submitted a Final Plat for approval which requires that all public improvements be completed and accepted by the Village, at the sole expense of the Owner/Subdivider, before and as a condition of Final Plat approval or, in the alternative, at the request of the Owner/Subdivider, and in the sole discretion of the Village, the Owner/Subdivider enter into an agreement with the Village to complete all required public improvements within a reasonable time and to provide the Village with a financial guarantee to ensure such public improvements are timely completed at the Owner/Subdivider's sole expense as a condition of Final Plat approval; and

WHEREAS, the estimated costs of all required public improvements is set forth in Exhibit 2 attached and the Owner Subdivider has agreed to the form and terms of a financial guarantee.

NOW THEREFORE, IN CONSIDERATION OF FINAL PLAT APPROVAL, IT IS AGREED AS FOLLOWS:

1. The Owner/Subdivider shall construct and complete all required public improvements (except curb and gutter and final pavement as set forth in Exhibit 3) at its sole expense, within two years of the date of Final Plat approval.

Return to:
Richard J. Carlson
119 N. McCarthy Rd, Suite C
Appleton, WI 54913

Tax Parcel No. **28296 & 27342**

- 
2. The Owner/Subdivider shall construct all required public improvements except curb and gutter and final street pavement in compliance with all Village requirements and in accordance with all approved final reports, plans and specifications on file with the Village which are hereby deemed to be incorporated into this Agreement and part of this Agreement.
 3. The Owner/Subdivider shall provide a financial guarantee in the form of an irrevocable letter of credit in the amount of 120 percent of the estimated costs as set forth in Exhibit 2, for a term of two years. The letter of credit shall be irrevocable and require only that the Village present the letter of credit with a sight draft and written notice signed by the Village President and attested by the Village Clerk to draw funds. The form of the letter of credit and the issuer shall be approved by the Village. The letter of credit shall be submitted at the time of Final Plat approval. The Village shall notify the Owner/Subdivider of any proposed draw on funds.
 4. No financial guarantee shall be allowed to expire prior to substantial completion of all required public improvements except curb and gutter and final pavement. The Owner/Subdivider shall provide written notice to the Village at least 45 days prior to the expiration of the financial guarantee if substantial completion can not be achieved prior to expiration. The Village may require renewal or extension of the financial guarantee. The letter of credit amount may be reduced commensurate with the completion of discernable discrete improvements or phases of construction.
 5. The Owner/Subdivider acknowledges that it has requested a financial guarantee as a discretionary alternative to a Village requirement of completing all required public improvements as a condition of Final Plat approval and waives any right that it may have to a different form or different terms of a financial guarantee.
 6. The Owner/Subdivider acknowledges that the actual cost of constructing required public improvements may exceed estimated costs for any particular public improvement or all public improvements in the aggregate and acknowledges its obligation to pay all actual costs.
 7. The Owner/Subdivider shall deposit 120 percent of the estimated cost of curb and gutter and final street pavement for all streets in a separate designated escrow account in the name of the Village for subsequent installment by the Village with the account proceeds. The escrow agreement shall be approved by the Village. The Village shall install curb and gutter and final pavement within three years of Final Flat approval or by Order of the Village Board, whichever comes first.
 8. The Owner/Subdivider shall install all public improvements except curb and gutter and final pavement prior to acceptance of the public improvements. The Village Board shall accept public improvements at the recommendation of the Village Engineer in timely fashion.
 9. Building permits may be issued once all the following have been completed:
 - a. The final plat has been recorded.
 - b. Public improvements except curb and gutter and final pavement are substantially completed and accepted by the Village Board by resolution.
- 

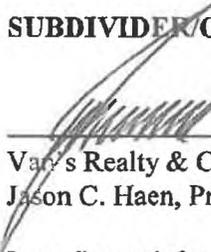
c. The escrow required in paragraph 7 has been submitted.

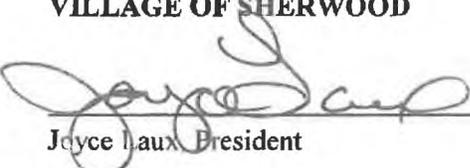
10. The Owner/Subdivider shall record the approved Final Plat within 60 days of approval.
11. The Owner/Subdivider shall record an approved Declaration of Covenants, Conditions and Restrictions for Pond View Estates within 14 days of Final Plat recording. The Owner/Subdivider shall create a Pond View Estates Subdivision Pond Owner's Association as a non-profit and non-stock corporation and shall convey fee simple title to Outlot 1, unencumbered by any lien, to the Association.
12. The Owner/Subdivider shall pay in full all Village review fees in connection with or relating to the preliminary plat, reports, plans and specifications as a condition of Final Plat approval.
13. The Owner/Subdivider shall timely pay all Village inspection fees and expenses in connection with and relating to the construction of required public improvements.
14. The Owner/Subdivider shall comply with all regulatory requirements of the Code of the Village of Sherwood and all applicable regulatory requirements of the State of Wisconsin and Calumet County.
15. The Owner/Subdivider shall provide the Village with hard copies and electronic files in pdf format of record drawings of all improvements showing the location of all appurtenances and features of the systems.
16. The Owner/Subdivider shall guarantee all of its public improvements against defects due to faulty materials or workmanship which appear within a period of 24 months after substantial completion and acceptance by the Village. The Owner/Subdivider shall pay the full cost of necessary replacement or repair of defects.
17. The work of the Owner/Subdivider shall, to the maximum extent practicable, preserve existing landscape features such as trees, grassed areas and the like located outside of actual construction zones needed for public improvements.
18. The Owner/Subdivider shall timely remove and properly dispose of brush and rubbish piles and timely remedy washouts and sedimentation accumulations arising from Owner/Subdivider construction activities.
19. The Owner/Subdivider acknowledges and agrees that nothing in this agreement shall be deemed a waiver or limitation of any Village immunity, power or authority conferred by law including but not limited to special assessments and special charges.
20. The Owner/Subdivider acknowledges and agrees that nothing in this agreement waives any other requirement, obligation or fee of any Village ordinance or resolution.
21. The Owner/Subdivider shall pay the sum of \$19,500 for Village installation of street trees.
22. A Village park fee shall be due and payable at the time of building permit application.

- 23. This Agreement shall be interpreted consistent with the rules and requirements of the Code of the Village of Sherwood.
- 24. This Agreement shall be binding on the Owner/Subdivider, its successors or assigns and shall constitute a covenant running with the land. This Agreement shall also constitute restrictions for public benefit pursuant to Section 236.293 Wis. Stats.
- 25. The Village may deny issuance of a building permit until compliance with the provisions of this Agreement and the Code of the Village of Sherwood are met.
- 26. This Agreement may only be modified or amended in writing by the parties.

SUBDIVIDER/OWNER

VILLAGE OF SHERWOOD

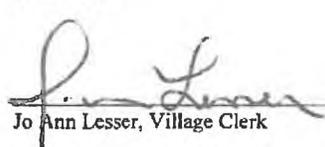

 Vanc's Realty & Construction of Appleton, Inc.
 Jason C. Haen, President


 Joyce Laux, President

Personally came before me this 30TH
 day of AUGUST, 2019, the above

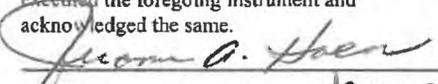
ATTEST:

Jason C. Haen

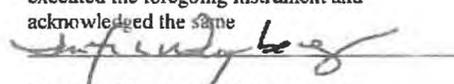

 Jo Ann Lesser, Village Clerk

to me known to be the person(s) who
 executed the foregoing instrument and
 acknowledged the same.

Personally came before me this 5TH
 day of September, 2019, the above


 Notary Public, State of Wisconsin Jerome A. Haen
 My commission expires: 5/19/2023

Joyce Laux and Jo Ann Lesser
 to me known to be the person(s) who
 executed the foregoing instrument and
 acknowledged the same


 Notary Public, State of Wisconsin
 My commission expires: 3/13/2021

Drafted by:
 Richard J. Carlson
 119 N. McCarthy Rd, Suite C
 Appleton, WI 54913



Drainage run-off from abutting Ralph Hopfensberger field (Stommel Road – West side)





Randy Friday

From: jtr@schulerassociates.net
Sent: Friday, May 29, 2020 1:44 PM
To: 'Thad Majkowski'
Cc: Randy Friday; 'Jason'
Subject: RE: Hopfensberger field run-off towards P.V.Estates stormwater inlet (Sherwood).
Attachments: Proposed Condition Map.pdf; Off Site Map.pdf; 7 - HydroCAD Section.pdf

Thad,



Attached are the maps that show the off site area from the north that was allowed for—14 acres to the inlet in question. The drainage area is identified as “N1” in the HydroCAD proposed condition model for the project (the same area was used for the existing condition model, but the time of concentration is a little shorter in the proposed condition since we are intercepting flows at the PVE north property line). The following peak flows were calculated by the model from N1 at the inlet:

1 Yr: 3.75 cfs
2 Yr: 5.07 cfs
10 Yr: 11.57 cfs
100 Yr: 20.02 cfs

All this information was pulled from Section 7 of the report which is attached.

Thank you.

Jeff Rustick
Schuler & Associates, Inc.
2711 N. Mason Street, Suite F
Appleton, WI 54914
Ph. (920) 734-9107
Mo. (920) 213-7002

From: Thad Majkowski <thad.majkowski@cedarcorp.com>
Sent: Friday, May 29, 2020 1:27 PM
To: jtr@schulerassociates.net
Cc: 'Randy Friday' <administrator@villageofsherwood.org>; 'Jason' <Jason@vansconstruction.com>
Subject: RE: Hopfensberger field run-off towards P.V.Estates stormwater inlet (Sherwood).

Jeff,

Per our conversation today, we discussed the infrastructure acceptance. Cedar is working on that with the village to meet the Developers Agreement.

We also discussed the storm water from the north. At the Village Board Meeting Tuesday, they were informed of the request and were not vary happy with the actions of the property owner. Based on that, Randy and I discussed the need for the Developer to provide the information from the Storm Water Study to identify the existing drainage basin that drains to the proposed inlet. How much of that existing field was allocated to the flows? There should be a map indicating the basins. Please provide that map. Also, if you could point out in your model, the flows allocated from this basin. Cedar can dig into your Study; however, it

may easier and more timely for you to pull it out and scan it to us for review. That will allow the Village to understand the amount of drainage that will flow as it did before. They do not want any additional runoff being drained this way.

Any questions, please call.

Thanks

Thad M. Majkowski, P.E.

Director

Cedar Corporation

1695 Bellevue Street | Green Bay | WI | 54311

Office: 920-491-9081 | TF: 800-472-7372

Direct: 920-785-7302 | Mobile: 920-655-7929

thad.majkowski@cedarcorp.com

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From: jtr@schulerassociates.net <jtr@schulerassociates.net>

Sent: Friday, May 22, 2020 2:21 PM

To: 'Jason' <Jason@vansconstruction.com>

Cc: Thad Majkowski <thad.majkowski@cedarcorp.com>; 'Randy Friday' <administrator@villageofsherwood.org>

Subject: RE: Hopfensberger field run-off towards P.V.Estates stormwater inlet (Sherwood).

Randy, Thad,

Jason Haen and I did e-mail back and forth regarding his message below. It is easy to understand his (and the Village's) frustration with this situation. However, I think it could lead to an opportunity to improve the existing condition. I don't think it is reasonable to expect to be able to block the drainage from the north—you run into that law thing. Right now the land to the north is an ag field that every year (or whatever the crop rotation is) sits with plowed, exposed earth with the potential for sediment transport to the property to the south--there is basically no control over the site conditions.

If Hopfensberger actually approaches the Village, rather than just give a knee-jerk reaction "no", does it make sense to set some reasonable guidelines and requirements and get an agreement in place that actually offers some protection and accountability? This could work to the Village's benefit. Otherwise, I could see this turning into an ongoing problem with a bunch of "take you to court" threats that never lead to anything.

Just a suggestion for consideration. Thank you.

Jeff Rustick

Schuler & Associates, Inc.

2711 N. Mason Street, Suite F

Appleton, WI 54914

Ph. (920) 734-9107

Mo. (920) 213-7002

From: Jason Jason@vansconstruction.com

Sent: Friday, May 22, 2020 7:37 AM

To: jtr@schulerassociates.net

Cc: Thad Majkowski <thad.majkowski@cedarcorp.com>; Randy Friday <administrator@villageofsherwood.org>

Subject: Re: Hopfensberger field run-off towards P.V.Estates stormwater inlet (Sherwood).

It sounds like there is a lot of questions and concerns with this "connection". My stance is that the Village of Sherwood should let Ralph know he cannot connect to this storm water inlet period. That way the Village doesn't need spend any more time or efforts regarding this. His property lies in Harrison and they can keep their Property owners storm run off in their municipality.

Jason C. Haen

President

Vans Realty & Construction

2525 South Oneida St

Appleton, Wi 54915

920.734.1845

jason@vansconstruction.com

<https://link.edgepilot.com/s/3d388d3f/hGSf7G2K2kKiN0B8Hcf8Sw?u=http://www.vansconstruction.com/>

***please excuse any grammatical errors due to typing on a smart phone/I pad.

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On May 22, 2020, at 7:31 AM, "jtr@schulerassociates.net" <jtr@schulerassociates.net> wrote:

He has approached us and we have told him it requires Village approval. I would add to the "not opposed" position, that not opposed as long as it is a clear water connection, not to find out there are some surface inlets upstream that allow sediment into the system.

Jeff Rustick

Schuler & Associates, Inc.

2711 N. Mason Street, Suite F

Appleton, WI 54914

Ph. (920) 734-9107

Mo. (920) 213-7002

From: Thad Majkowski <thad.majkowski@cedarcorp.com>

Sent: Friday, May 22, 2020 7:17 AM

To: jtr@schulerassociates.net; 'Randy Friday' <administrator@villageofsherwood.org>

Cc: 'Jason' <Jason@vansconstruction.com>

Subject: RE: Hopfensberger field run-off towards P.V.Estates stormwater inlet (Sherwood).

I was in and out yesterday. I saw it this morning. It answered some of the questions as noted. It seems as though we all agree on the need for BMP's above the structure to prevent the erosion into the pond and premature cleaning.

Just to confirm then, the property owner to the north does not have the right to connect to the structure with a drain tile at this time. Your email below indicates you are not opposed to it. The Village would like to review if and when the property owner requests to hook in. Keep us posted if he does approach you.

Thanks

Thad M. Majkowski, P.E.

Director

Cedar Corporation

1695 Bellevue Street | Green Bay | WI | 54311

Office: 920-491-9081 | TF: 800-472-7372

Direct: 920-785-7302 | Mobile: 920-655-7929

thad.majkowski@cedarcorp.com

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From: jtr@schulerassociates.net <jtr@schulerassociates.net>

Sent: Friday, May 22, 2020 7:09 AM

To: Thad Majkowski <thad.majkowski@cedarcorp.com>; 'Randy Friday'

<administrator@villageofsherwood.org>

Cc: 'Jason' <Jason@vansconstruction.com>

Subject: RE: Hopfensberger field run-off towards P.V.Estates stormwater inlet (Sherwood).

Thad,

Did you not receive my e-mail yesterday afternoon? It doesn't seem like it based on your e-mail below. The storm water report with the modeling was in the e-mail. If you did not receive, then let me know and I will resend.

I think I have consistently said the Developer's position is neutral on this subject as long as the conditions on Pond View Estates including the pond are not made any worse—I do have the opinion that drain tile has the potential to improve the situation, but I am not advocating for it. We have acknowledged that this is for the most part a Village issue and have advised Ralph Hopfensberger as such.

I guess I need to make this clear: Ralph Hopfensberger is not my client and work regarding this matter is outside my scope of services with the Developer, i.e., I am not getting paid for the irritation. Unless something changes, I have no plans to approach the Village Board or attend any meetings regarding this. I have sent a few e-mails as a courtesy to those involved, but don't see much of a role for myself moving forward.

Thank you.

Jeff Rustick

Schuler & Associates, Inc.

2711 N. Mason Street, Suite F

Appleton, WI 54914
Ph. (920) 734-9107
Mo. (920) 213-7002

From: Thad Majkowski <thad.majkowski@cedarcorp.com>
Sent: Thursday, May 21, 2020 7:24 PM
To: jtr@schulerassociates.net; 'Randy Friday' <administrator@villageofsherwood.org>
Subject: RE: Hopfensberger field run-off towards P.V.Estates stormwater inlet (Sherwood).

Jeff,

A few questions Randy and I have for you regarding the comments below.

Can you provide information from your model that indicates the flow was accounted for in your design? If not, how will it be affected now?

The Village believes that the option to construct a drain tile into the structure from an adjacent property not owned by the Development is a question to be answered by the Village Board not the Developer.

The fact that they entered on your property also comes to question.

Remember, the cost to clean the pond in the future is to be the sole responsibility of the property owners in the subdivision as part of the plat approval. If the farm field adds to the runoff, solids and TSS, I am not sure the subdivision property owners will be interested in paying the entire cost. Thus a direct connection with the drain tile and the ditch that drains directly to the structure into the Pond may not be in the best interest of your Development. It may be better to require the land to the north to provide a BMP to reduce the flows and TSS to the Pond.

Also, remember, prior to the final acceptance, the Village will inspect the facilities. They will need to be clean and constructed to the approved plans, if not, they do not have to accept the improvements.

Just a few things to discuss with your Developer.

Any questions, call me or Randy. If you would like the drain tile issue on the Village Board Agenda, let Randy know. Also you should be prepared to attend the Meeting to answer any questions from the Village Board.

Thanks

Thad M. Majkowski, P.E.
Director
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Direct: 920-785-7302 | Mobile: 920-655-7929

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From: jtr@schulerassociates.net <jtr@schulerassociates.net>

Sent: Tuesday, May 19, 2020 8:39 AM

To: 'Randy Friday' <administrator@villageofsherwood.org>; Thad Majkowski <thad.majkowski@cedarcorp.com>

Subject: RE: Hopfensberger field run-off towards P.V.Estates stormwater inlet (Sherwood).

A lot of water, but shouldn't forget we were expecting a lot of water—that is a 27 inch storm sewer and an oversized inlet. It is also why I am not opposed to connecting something underground if it will reduce the overland water.

Jeff Rustick

Schuler & Associates, Inc.

2711 N. Mason Street, Suite F

Appleton, WI 54914

Ph. (920) 734-9107

Mo. (920) 213-7002

From: Randy Friday <administrator@villageofsherwood.org>

Sent: Monday, May 18, 2020 4:33 PM

To: Thad Majkowski <thad.majkowski@cedarcorp.com>

Cc: jtr@schulerassociates.net

Subject: Hopfensberger field run-off towards P.V.Estates stormwater inlet (Sherwood).

Randy Friday

Village Administrator

Village of Sherwood
W482 Clifton Road
Sherwood, WI 54169

Tel: 920/989-1589

Fax: 920/989-4084

<https://link.edgepilot.com/s/e50b94e7/b151c6vrVUqVUad4rkfdPA?u=http://www.villageofsherwood.org/>

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Randy Friday

From: Katie Olson <olsonsfamilydaycare@gmail.com>
Sent: Tuesday, May 26, 2020 2:54 PM ← Prior V. Board Mtg. date.
To: Randy Friday
Subject: Gun Violence Prevention Proclamation
Attachments: 2020 - Gun Violence Awareness Day CITY Proclamation Template.docx_.docx

Hello Administrator Friday,

← date: June 5.

I am the lead of the Fox Valley group of Moms Demand Action for Gun Sense In America.

June 5th, is this year's National Gun Violence Day. Last year, we were able to work with the Mayors of Appleton, Kaukauna, Menasha, and Neenah to get signed proclamations. This year we are reaching out to even more leaders across the Fox Valley, I am hoping that you will sign such a proclamation too. I have attached a document that you are interested in, all you need to do is sign your name and send this back to me.

Please let me know if you have any questions. I look forward to receiving your signed Proclamation.

Katie Olson

Volunteer Local Group Leader of Fox Valley, Wisconsin Moms Demand Action
920-267-2054
OlsonsFamilyDaycare@gmail.com

Learn more at:

<https://everytown.org/>

<https://momsdemandaction.org/>

www.besmartforkids.org

Please consider making a donation to help right here in Wisconsin!

<https://give.everytown.org/team/271733>

2020 PROCLAMATION
DECLARING THE FIRST FRIDAY IN JUNE TO BE
NATIONAL GUN VIOLENCE AWARENESS DAY

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the City of _____ to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

WHEREAS, every day, more than 100 Americans are killed by gun violence and on average there are more than 13,000 gun homicides every year; and

WHEREAS, Americans are 25 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, in _____ (state) has [\(look up link\)](#) _____ gun deaths every year, with a rate of _____ deaths per 100,000 people. _____ (state) has the _____ highest rate of gun deaths in the US; and

WHEREAS, gun homicides predominantly occur in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities; and

WHEREAS, cities across the nation, including in _____ (city), are working to end the senseless violence with evidence-based solutions; and

WHEREAS, protecting public safety in the communities they serve is mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, the pandemic facing America has drastically impacted communities and individuals sheltering in place which may result in situations where access to firearms results in increased risk in intimate partner violence gun deaths, suicide by gun and unintentional shootings;

WHEREAS, in January 2013, Hadiya Pendleton, a teenager who marched in the presidential inaugural parade and was tragically shot and killed just weeks later, should be now celebrating her 23rd birthday; and

WHEREAS, to help honor Hadiya – and the more than 100 Americans whose lives are cut short every day and the countless survivors who are injured by shootings every day –

a national coalition of organizations has designated June 5, 2020, the first Friday in June, as the 6th National Gun Violence Awareness Day; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to Wear Orange on June 5th, the first Friday in June in 2020, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 5, 2020 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, that Mayor _____ of the city of _____ declares the first Friday in June, June 5, 2020, to be National Gun Violence Awareness Day. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

[date]

Randy Friday

From: GregandTina Franzen <tinagregf@hotmail.com>
Sent: Wednesday, May 27, 2020 8:51 AM
To: Randy Friday
Subject: Looking for Village Approval to put in Wildflower area by path

Follow Up Flag: FollowUp
Flag Status: Flagged

Hi Randy,

I live at 4765 Nature La. I want to inquire about putting in a wild flower perennial garden on Village property that is between my lot and the walking trail. Couple reasons for wanting to do this.

1. This area typically holds water and prevents us from cutting it at times(not this year as it is so dry). This garden will not impede any water flow and will not block anyone's view of the water. I have talked to several neighbors and they think it is a good idea.
2. The flowers would be pretty and help the insects/bees/ecosystem.
3. It would be beautiful and I'd put a stepping stone trail through it for people to enjoy.

Here is what I want to do.

1. Remove sod with sod cutter from area that is low. (Not the whole piece, most towards the walking trail)
2. Put in some top soil.
3. Add perennial native flowering plants.
4. Add bark.



Here is what I'd need.

1. Village to pay for rental of sod cutter for 4 hrs. (\$75)
2. Village pay for top soil. (\$50)
3. Village to buy some of the perennial plants, (\$150)
4. Total cost around \$275

My family and the neighbors would keep up the weeding and splitting of plants and do all the labor to install and maintain.

So, does this sound like something that the village could support? If yes, then please let me know what we need to do to make this happen.

Thank you,
Greg Franzen
You can reach me on cell 475 8230 if needed.

