

**BOUNDARY AGREEMENT BETWEEN THE VILLAGE OF PORT EDWARDS AND
THE TOWN OF SARATOGA**

This Boundary Agreement (the “Agreement”) is made between the VILLAGE OF PORT EDWARDS, Wood County, Wisconsin (the “Village”) and the TOWN OF SARATOGA, Wood County, Wisconsin (the “Town”), together referred to as the “Parties.” This Agreement is entered into under authority granted by sections 66.0301 and 66.0305 of the Wisconsin Statutes.

RECITALS

- A. The Village and the Town share a common border on the south side of Nepco Lake. The two communities and their common boundary line can be seen more specifically by the map located at **Exhibit 1** (“Common Boundary Line”).
- B. The Village and the Town desire to enter into this Agreement for the general purposes of promoting economic development and increasing the tax base of both the Village and the Town in a manner that addresses the existing and future needs of the Parties and best provides for the public health, safety, morals, order, convenience, prosperity, and the general welfare of the Parties and their residents.
- C. The Village and the Town believe that the boundary adjustments established by this Agreement are reasonably compatible with the characteristics and future growth plans of both Parties, taking into consideration present and potential economic market conditions, transportation infrastructure, sewer, water and storm drainage facilities, and other infrastructure, fiscal capacity, political boundaries, school district boundaries, and community character and social customs.
- D. The boundary adjustments established by this Agreement are not the result of arbitrariness and reflect due consideration of compactness of area, orderly suburban growth, and efficient delivery of municipal services.
- E. Entering into this Agreement should not produce significant adverse environmental consequences to the natural environment and may help reduce significant environmental consequences to the natural environment by promoting the orderly and coordinated development within the affected area.

- F. This Agreement is generally consistent with the current federal, state and municipal laws and regulations that apply in the Village and the Town.
- G. This Agreement adequately addresses the delivery of necessary municipal services to the residents affected by this Agreement.
- H. Wis. Stat. § 66.0301 authorizes municipalities to jointly exercise powers delegated to them and, therefore, to make agreements concerning boundaries between municipalities.
- I. The Village and the Town recognize that boundary agreements often provide for the best use of land and natural resources, as well as high-quality economic development, increased tax base and efficient municipal services.
- J. It is in the best interests of the Parties to reach agreements concerning boundaries and municipal service issues to avoid duplication of municipal services and to provide an effective means of planning each community's future growth.
- K. Wis. Stat. § 66.0305 authorizes municipalities to share revenue from taxes and special charges and thereby enter into a revenue sharing agreement (*See Exhibit 6.*)

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with the authority granted to them under the Wisconsin statutes and for their mutual benefit and in the public interest, the Village and the Town agree as follows:

1. TERRITORY SUBJECT TO THE AGREEMENT

The territory subject to the terms of this Agreement is shown by the map at Exhibit 2, and is legally described in Exhibit 3 (the "Territory").

2. AGREEMENT TERM

This Agreement shall be binding upon approval and execution by the Parties. The Agreement shall have a delayed Effective Date and shall commence on January 1, 2014, and shall terminate 10 years thereafter on December 31, 2023.

3. BOUNDARY ADJUSTMENT

- a. During the term of this Agreement, and as permitted by Wis. Stat. § 66.0301(6)(d), there shall be no other procedure for altering the municipal boundaries that are the subject matter of this Agreement. This Agreement provides the exclusive procedure for altering said municipal boundaries. (Note: The “municipal boundaries that are the subject matter of this Agreement” are described in the Exhibits. The Common Boundary Line is depicted in Exhibit 1, the Transition Boundary Line is Exhibit 4, and the Ultimate Boundary Line is Exhibit 5.)
- b. During the term of this Agreement, the Territory shall be in the Town. The Town clerk shall be responsible for filing and recording the relevant ordinance pursuant to Wis. Stat. § 66.0301(6)(e), which ordinance shall be in substantially the same form as **Exhibit 4**. As a result of this boundary change, the mutually agreed upon common municipal boundary between the Village and the Town shall be referred to as the “TRANSITION BOUNDARY LINE” and is depicted in **Exhibit 4**.
- c. Upon the termination of this Agreement, the Territory shall return to the Village. The Village clerk shall be responsible for filing and recording the relevant ordinance pursuant to Wis. Stat. § 66.0301(6)(e), which ordinance shall be in substantially the same form as **Exhibit 5**. In returning the Territory to the Village, the Parties intend that the mutually agreed upon common boundary between the Village and the Town shall revert back to the configuration that existed prior to this Agreement. This boundary is depicted in **Exhibit 5**, and is referred to as the “ULTIMATE BOUNDARY LINE.”

4. ZONING, SUBDIVISION AND LAND DEVELOPMENT

- a. During the term of this Agreement, the Territory shall continue to be subject to only Village ordinances and regulations relating to land use and land development which includes, but is not limited to, general zoning, shoreland zoning, shoreland-wetland zoning, floodplain zoning, zoning enforcement, subdivision and platting, impact fees, stormwater regulations, public nuisance regulations related to land use, housing code, building code, plumbing code, electrical code, building inspection and permits. These ordinances and regulations shall be administered and enforced by the Village, which shall

have exclusive jurisdiction regarding such land use and land development matters. Any fees related to building or development reviews, inspections, approvals or permits shall be retained by the Village, unless otherwise agreed to.

- b. During the term of this Agreement, and consistent with Section 4.a. above, the Territory shall continue to **not** be subject to any Town or Wood County ordinances and regulations relating to land use and land development which includes, but is not limited to, general zoning, shoreland zoning, shoreland-wetland zoning, floodplain zoning, zoning enforcement, subdivision and platting, impact fees, stormwater regulations, public nuisance regulations related to land use, housing code, building code, plumbing code, electrical code, building inspection and permits.
- c. Zoning, shoreland zoning, shoreland-wetland zoning, floodplain zoning, building inspection and permits, and subdivision plat approvals regarding the Territory that were made by the Village prior to execution of this Agreement shall remain in full force and effect with respect thereto, as if there were no change in jurisdiction.

5. MUNICIPAL SERVICES

- a. With respect to the Territory, the Village agrees to provide fire, emergency medical services and paramedic services, building and zoning, shoreland zoning, shoreland-wetland zoning, floodplain zoning, inspection, permitting and such other services as are consistent with the authority described in Section 4 above, including Village's zoning, shoreland zoning, shoreland-wetland zoning, floodplain zoning, building inspection and permits, subdivision and land development authority. The Village shall assign and provide fire numbers.
- b. Except for those services set forth in Section 5.a., and solely during the term of the Agreement, the Town agrees to provide such other municipal services to the Territory as are provided to other properties and residents within the Town. These services include, but are not limited to, police protection and election services. A resident in the Territory may vote in the Town provided that the resident meets general election requirements.
- c. The Town and Village reaffirm the pre-existing maintenance agreement regarding Town Line Road, which shall remain in effect. Similarly, the Village owns the right-of-way and shall continue to maintain Nepco Lake Road.

6. PROPERTY TAXES AND SPECIAL ASSESSMENTS

- a. During the term of this Agreement, the Territory shall be subject to the Town's property tax assessment and collection authority.
- b. Upon the termination of this Agreement, the Territory shall be subject to the Village's property tax assessment and collection authority.
- c. Although the Town has no current plans to impose any special assessments or additional fees in the Territory, the Town retains its statutory authority to impose special assessments in accordance with law. The Town and Village agree to work together in good faith regarding any assessments that may be imposed. The Town and Village also agree to work together in good faith regarding collection and repayment of any special assessments imposed during the term of this Agreement, particularly where collection of the assessment is anticipated to extend beyond the term of the Agreement.

7. REVENUE SHARING

During the term of this Agreement, the Village and the Town agree to share all property tax revenues related to the Territory. The terms of this revenue sharing agreement are set forth in **Exhibit 6**.

8. GOOD FAITH COOPERATION

- a. The Village and the Town shall cooperate in good faith to implement this Agreement. The Village and the Town agree that they shall not hinder the performance and implementation of this Agreement in any way and that they will not oppose this Agreement in any way privately or publicly, either when communicating with any government agency which is charged with review and evaluation of any part of this Agreement, or otherwise.
- b. If a dispute between the Parties arises under this Agreement, the Parties shall attempt to resolve the dispute through direct discussion and negotiation. If the dispute cannot be resolved by the Parties, the Parties, by mutual agreement, may agree to submit the dispute to a third party for non-binding mediation. If the dispute is not resolved by these procedures, either Party may give the other 10 days notice of an impasse and thereafter commence an action in circuit court. The Parties shall continue to perform according to the terms of this

Agreement during the pendency of any such litigation or mediation proceeding. Costs of mediation shall be shared equally by the Parties. Each Party shall be responsible for its own litigation costs.

9. BINDING EFFECT

This Agreement shall bind and accrue to the benefit of all successors of the Parties. This Agreement is for the exclusive benefit of the Parties and their successors and assigns and shall not be deemed to give any legal or equitable right, remedy or claim to any other person or entity. This Agreement shall not be affected by a change in the form of government of either of the Parties.

10. RECORDING

The Village shall promptly record a notice of this Agreement in the office of the Wood County Register of Deeds.

11. CHALLENGE TO AGREEMENT; ADVANCEMENT OF MUTUAL INTERESTS

- a. Both Parties waive the right to challenge the validity or enforceability of this Agreement or any of its provisions or to challenge any actions properly taken pursuant to and in accordance with this Agreement.
- b. In the event of a court action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, both Parties will continue to cooperate with one another in good faith to reach a mutually satisfactory resolution.
- c. The Parties acknowledge that in order to effectively implement this Agreement, it may be necessary to obtain the cooperation of other governmental agencies. In all matters necessary to implement this Agreement, the Parties agree to seek the cooperation of all relevant agencies.
- d. Notwithstanding the foregoing, or any other provision of this Agreement, neither Party intends to or is waiving its governmental immunity or agreeing to act in a manner that limits or otherwise jeopardizes available insurance coverage for defense or damages.

12. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties with respect to the subject matter thereof, and all prior discussions, drafts, agreements, and writings are specifically superseded by this Agreement. This Agreement represents the mutual intent of the Parties and the fact that one of more of its provisions was drafted by one Party or another shall not be construed to the benefit or detriment of either Party.

13. AMENDMENT

This Agreement may be amended by the approval and execution of a written amendment signed by both Parties. To be effective, an amendment must be in writing and approved by both Parties.

14. SEVERABILITY

- a. In the event that any provision in this Agreement is found invalid or unenforceable by a court, the Parties agree that they will negotiate in good faith and expend their best efforts to remedy the unenforceable or invalid provision. Representatives of the Village and the Town shall meet promptly to discuss how they might satisfy the intent of this Agreement by alternative means. The Village and Town shall use their best efforts to find, draft and implement a means of successfully accomplishing the intent of this Agreement. If necessary, they shall discuss appropriate amendments to this Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Agreement.
- b. In the event a court finds Sections 1, 2, 3 4, 5, 6, and/or 7 of this Agreement to be invalid or unenforceable and the Parties are unable to agree on a remedy or an amendment to this Agreement within 60 days of the date that the court found the Section to be invalid or unenforceable, this Agreement shall be deemed void except as to the return of the Territory to the Village, which shall be deemed to occur effective on the date that the Agreement is deemed void. In such event, the ULTIMATE BOUNDARY LINE shall become the common boundary between the Village and the Town. From such point forward, all regulations, municipal services, property tax and special assessment authority, and any other authority that was acquired by the Town by this Agreement or as a result of this Agreement, will also return to the Village. If any special assessment was imposed by the

Town prior to such point, the Village and Town shall work together in good faith with regard to same, as provided in Section 6.

- c. With regard to all other Sections of this Agreement, if any such Section is found to be invalid or unlawful, and the Parties are unable to agree on a remedy or an amendment of the Agreement within 60 days of the date the court found the Section to be invalid or unenforceable, then such invalidity or unenforceability shall not affect the other provisions of this Agreement and such other provisions shall be binding on the Parties.

15. NO WAIVER

Failure of either Party to require strict performance of any provision of this Agreement shall not constitute a waiver of the provision or any of either Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. Waiver of one right, or release of one obligation, shall not constitute a waiver or release of any other right or obligation.

16. RISK ALLOCATION

The Parties are governmental entities entitled to governmental immunity under law, including Wis. Stat. § 893.80. Nothing contained herein shall waive the rights and defenses to which each Party may be entitled under law, including all of the immunities, limitations, and defenses under Wis. Stat. § 893.80, or any subsequent amendments thereof. Each party shall bear the risk of its own actions pursuant to this Agreement.

17. AUTHORITY

Each Party represents that it has the authority to enter into this Agreement and that all necessary procedures have been followed to authorize this Agreement. Copies of the resolutions of the governing bodies of both Parties, authorizing this Agreement are attached hereto as **Exhibits 7** and **8**, and executed copies of same shall be attached when adopted. Each person signing this Agreement represents and warrants that he or she has been duly authorized to do so.

18. COUNTERPARTS


This Agreement may be signed in counterparts which, when taken together, shall be effective as if all signatures appeared on the same original.


IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Agreement by the authority of their respective governing bodies, to be binding when approved and fully executed. (See Section 2. regarding Delayed Effective Date.)


Approved by the Town Board on this 7th day of August, 2013, with a delayed effective date of January 1, 2014.


TOWN OF SARATOGA


ATTESTED to August 13, 2013.



Terry Rickaby, Town Chairperson


Heidi Kawleski, Town Clerk


Dan Forbes, Supervisor

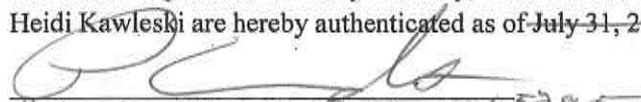

Patty Heeg, Supervisor


Douglas Passineau, Supervisor


John Frank, Supervisor

AUTHENTICATION

The above signatures of Terry Rickaby, Dan Forbes, Douglas Passineau, Patty Heeg, John Frank and Heidi Kawleski are hereby authenticated as of July 31, 2013. Aug 7 2013


Patrick Arnold SBN 1043295
Constance L. Anderson, SBN 1013080
MEMBER: STATE BAR OF WISCONSIN

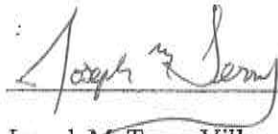
Approved by the Village Board on this 13th day of August, 2013, with a delayed effective date of January 1, 2014.

VILLAGE OF PORT EDWARDS



Ed Saylor, Village President

ATTESTED to August 13, 2013.



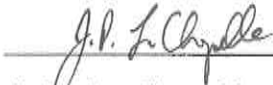
Joseph M. Terry, Village Administrator



Diane Tremmel, Village Clerk/Treasurer

AUTHENTICATION

The above signatures of Ed Saylor, Joseph M. Terry and Diane Tremmel are hereby authenticated as of September 20, 2013.



J.R. La Chapelle, SBN 1068933

MEMBER: STATE BAR OF WISCONSIN

ACKNOWLEDGMENT

I hereby acknowledge that the above-named person(s) who are known to me as Ed Saylor, Joseph M. Terry and Diane Tremmel, executed the above document on this ____ day of _____, 2013.

Notary Public, State of Wisconsin

My commission expires: _____.

**EXHIBITS to
BOUNDARY AGREEMENT BETWEEN THE VILLAGE OF PORT EDWARDS AND
THE TOWN OF SARATOGA**

(Each and all of which are incorporated in the Agreement by reference.)

Exhibit 1 – Map Showing Common Boundary Line between Village of Port Edwards (“Village”) and Town of Saratoga (“Town”)

Exhibit 2 – Map of Territory

Exhibit 3 – Legal Description of Territory

Exhibit 4 – Town’s Ordinance (showing Transition Boundary Line)

Exhibit 5 – Village’s Ordinance (showing Ultimate Boundary Line)

Exhibit 6 – Revenue Sharing Agreement

Exhibit 7 – Village Resolution Approving Agreement

Exhibit 8 – Town Resolution Approving Agreement

EXHIBIT 1

COMMON BOUNDARY

VILLAGE OF PORT EDWARDS / TOWN OF SARATOGA

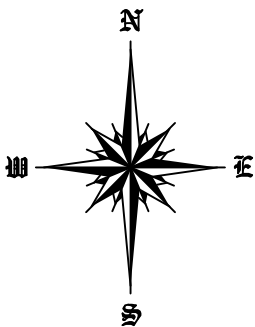
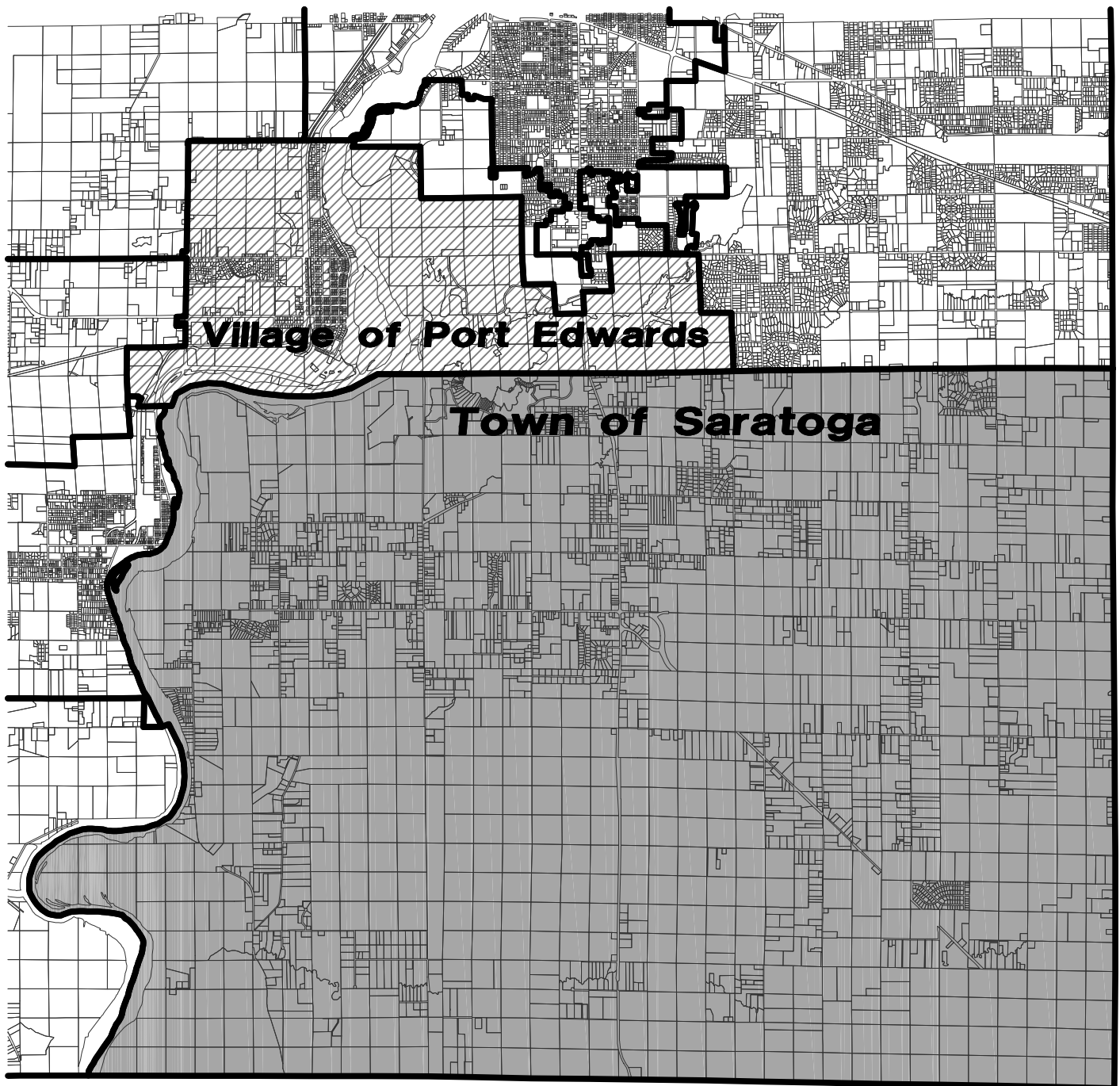


EXHIBIT 2

SUBJECT LANDS = SHADED PARCELS
VILLAGE OF PORT EDWARDS / TOWN OF SARATOGA

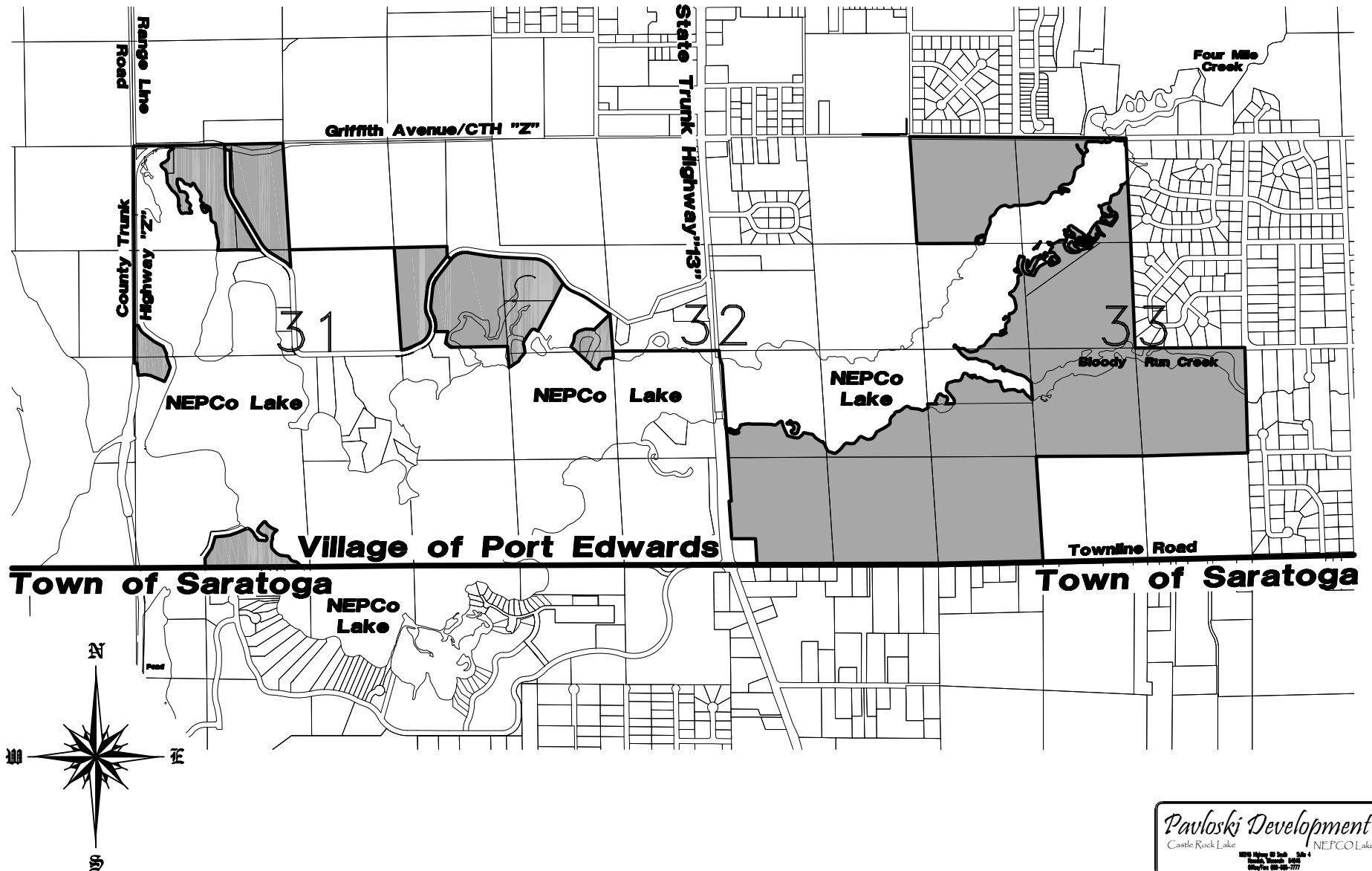


EXHIBIT 3

The N Frl. ½ of the NW ¼ of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin, **EXCEPT** Wood County Certified Survey Map No. 5261 **ALSO EXCEPT** the West 150 feet of the South 465 feet. **ALSO EXCEPT** all lands below the ordinary high water mark of Nepco Lake. **ALSO EXCEPT** Commencing at the Northwest corner of said Section 31, thence S 00°18'27" E along the West line of the Northwest Quarter of said Section 31 a distance of 865.43 feet to the POINT OF BEGINNING, thence N 00°18'27" W along the West line of the Northwest Quarter of said Section 31 a distance of 865.43 feet to the Northwest corner thereof, thence N 88°50'01" E along the North line of the Northwest Quarter of said Section 31 a distance of 404 feet, thence S 01°09'59" E a distance of 20 feet to the ordinary high water line of NEPCo Lake, thence Westerly, Southwesterly and Southerly along said ordinary high water line to a point which lies N 89°02'25" E a distance of 107 feet from the POINT OF BEGINNING, thence S 89°02'25" W a distance of 107 feet to the POINT OF BEGINNING. Including any and all islands lying adjacent to the aforementioned ordinary high water line, if any.

PIN: 2700551A, 2700551B and part of 2700551C

Part of the South Half of the Fractional Northwest Quarter of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin lying Northerly and Easterly of a road through the Northeast corner thereof known as Nepco Lake Road. **EXCEPT** road.

PIN: 2700552A

That part of the South 400 feet of the South Frl. ½ of the NW ¼ of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin lying Southerly and Westerly of a line that is 75 feet Southerly and Westerly of and parallel with the ordinary high water mark of the Western shore of Nepco Lake **EXCEPT** road. **ALSO EXCEPT** Commencing at the West Quarter corner of said Section 31, thence N 89°13'41" E along the South line of the Northwest Quarter of said Section 31 a distance of 399.59 feet, thence N 01°03'57" E a distance of 41.53 feet to the **POINT OF BEGINNING**, thence N 25°50'43" W a distance of 97.47 feet, thence S 60°51'11" E a distance of 50.00 feet, thence S 01°03'57" W a distance of 63.38 feet to the **POINT OF BEGINNING**.

Part of PIN: 2700552B

That part of the North 350 feet of the SW Frl. ¼ of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin lying Westerly of a line that is 75 feet Westerly of and parallel with the ordinary high water mark of the Western shore of Nepco Lake **EXCEPT** all lands below the ordinary high water mark of Nepco Lake. **ALSO EXCEPT** highway. **ALSO EXCEPT** Commencing at the West Quarter corner of said Section 31, thence N 89°13'41" E along the North line of the Southwest Quarter of said Section 31 a distance 399.59 feet, thence S 20°05'50" E a distance of 142.80 feet, thence S 18°21'22" W a distance of 105.22 feet to the **POINT OF BEGINNING**, thence S 24°06'23" W a distance of 127.68 feet, thence S 89°13'41" W a distance of 314.35 feet to the Easterly right-of-way line of County Trunk Highway "Z", thence N 01°47'01" W along said Easterly right-of-way line a distance of 69.11 feet, thence N 02°41'06" W along said Easterly right-of-way line a distance of 49.12 feet, thence N 83°44'36" E a distance of 88.19 feet, thence S 82°44'53" E a distance of 64.10 feet, thence S 66°53'22" E a distance of 197.53 feet, thence N 25°46'50" E a distance of 87.34 feet to the **POINT OF BEGINNING**.

Part of PIN: 2700552B

33 acres, more or less, in Village of Port Edwards, Wood County, Wisconsin, described as the SE ¼ of the Fractional NE ¼ of Section 31, Township 22 North, Range 6 East, EXCEPT: WCCSM Nos. 4508, 5261, and 5952 and except that part lying Southerly of Nepco Lake Road and Westerly of WCCSM No. 4508.

PIN: 2700550

Part of the SW Fr. ¼ of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Section 31, thence East along the South line of the SW Fr. ¼ of said Section 31 a distance of 875.12 feet to the Northeast corner of the NW Fr. ¼ of the NW ¼ of Section 6, Township 21 North, Range 6 East and the Point of Beginning, thence North to a point which lies 50 feet Southeasterly of the Southeast edge of the canal between the Five Mile Creek reservoir and Nepco Lake, thence Northeasterly along a line which is 50 feet Southeasterly of and parallel with the Southeast edge of said canal to Westerly shoreline of Nepco Lake, thence Southeasterly along said Westerly shoreline to the South line of the SW Fr. ¼ of said Section 31, thence West along said South line to the Point of Beginning.

EXCEPT all lands below the ordinary high water mark of Nepco Lake.

ALSO EXCEPT any islands within Nepco Lake.

PIN: 2700554A

The N ½ of the SWNW of Section 32, Township 22N, Range 6E, EXCEPT WCCSM NoS. 5206, 5261, and 5952.

PIN: 2700568C

The NW Fr. ¼ of the SE ¼ of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin, **EXCEPT** that part lying North of Nepco Lake, **ALSO EXCEPT** highway. **ALSO EXCEPT** all lands below the ordinary high water mark of Nepco Lake. **INCLUDING** any and all islands.

PIN: 2700573

The NE Fr. ¼ of the SE ¼ of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin, **EXCEPT** that part lying North of Nepco Lake. **ALSO EXCEPT** all lands below the ordinary high water mark of Nepco Lake.

PIN: 2700570C

The SE ¼ of the fractional SE ¼ of Section 32, Township 22N, Range 6E.

PIN: 2700574B

The SW ¼ of the fractional SE ¼ of Section 32, Township 22N, Range 6E EXCEPT Hwy ROW and EXCEPT the South 300 feet of the West 300 feet North and East of the Hwy.

PIN: 2700574

The N ½ of the NW Fr. ¼ of the SW ¼ of Section 33, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin. **EXCEPT** all lands below the ordinary high water mark of Nepco Lake. **INCLUDING** any and all islands.

Part of PIN: 2700582A

The S ½ of the NW ¼ of the fractional SW ¼ of Section 33, Township 22N, Range 6E.

Part of PIN: 2700582A

The SW ¼ of the fractional SW ¼ of Section 33, Township 22N, Range 6E.
PIN: 2700583

The NE ¼ of the fractional SW ¼ of Section 33, Township 22N, Range 6E.
PIN: 2700581

The NW ¼ of the fractional SE ¼ of Section 33, Township 22N, Range 6E.
PIN: 2700585

The SW Frl. ¼ of the NW ¼ of Section 33, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin, **EXCEPT** that part lying North and West of Nepco Lake. **ALSO EXCEPT** all lands below the ordinary high water mark of Nepco Lake.
PIN: 2700579B

The SE ¼ of the fractional NW ¼ of Section 33, Township 22N, Range 6E, **EXCEPT** all lands below the ordinary high water mark of Nepco Lake.
PIN: 2700580 and 2700580B

The NE Frl. ¼ of the NW ¼ of Section 33, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin, **EXCEPT** all lands below the ordinary high water mark of Nepco Lake.
PIN: 2700575

The NW Frl. ¼ of the NW ¼ of Section 33, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin, **EXCEPT** all lands below the ordinary high water mark of Nepco Lake.
PIN: 2700577

The S ½ of the SW Frl. ¼ of the NW ¼ of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin, **EXCEPT** Wood County Certified Survey Map Nos. 5206, 5261 and 5952. **ALSO EXCEPT** all lands below the ordinary high water mark of Nepco Lake. **INCLUDING** any and all islands **ALSO INCLUDING** those lands below the ordinary high water mark of Nepco Lake located between such islands and the Northerly shoreline of Nepco Lake.
PIN: 2700568D

That part of the NW Frl. ¼ of the SW ¼ of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin lying North of Nepco Lake: **EXCEPT** Wood County Certified Survey Map No. 5206. **INCLUDING** any and all islands **ALSO INCLUDING** those lands below the ordinary high water mark of Nepco Lake located between such islands and the Northerly shoreline of Nepco Lake.
PIN: 2700568E

EXHIBIT 4

TRANSITION BOUNDARY LINE

VILLAGE OF PORT EDWARDS / TOWN OF SARATOGA

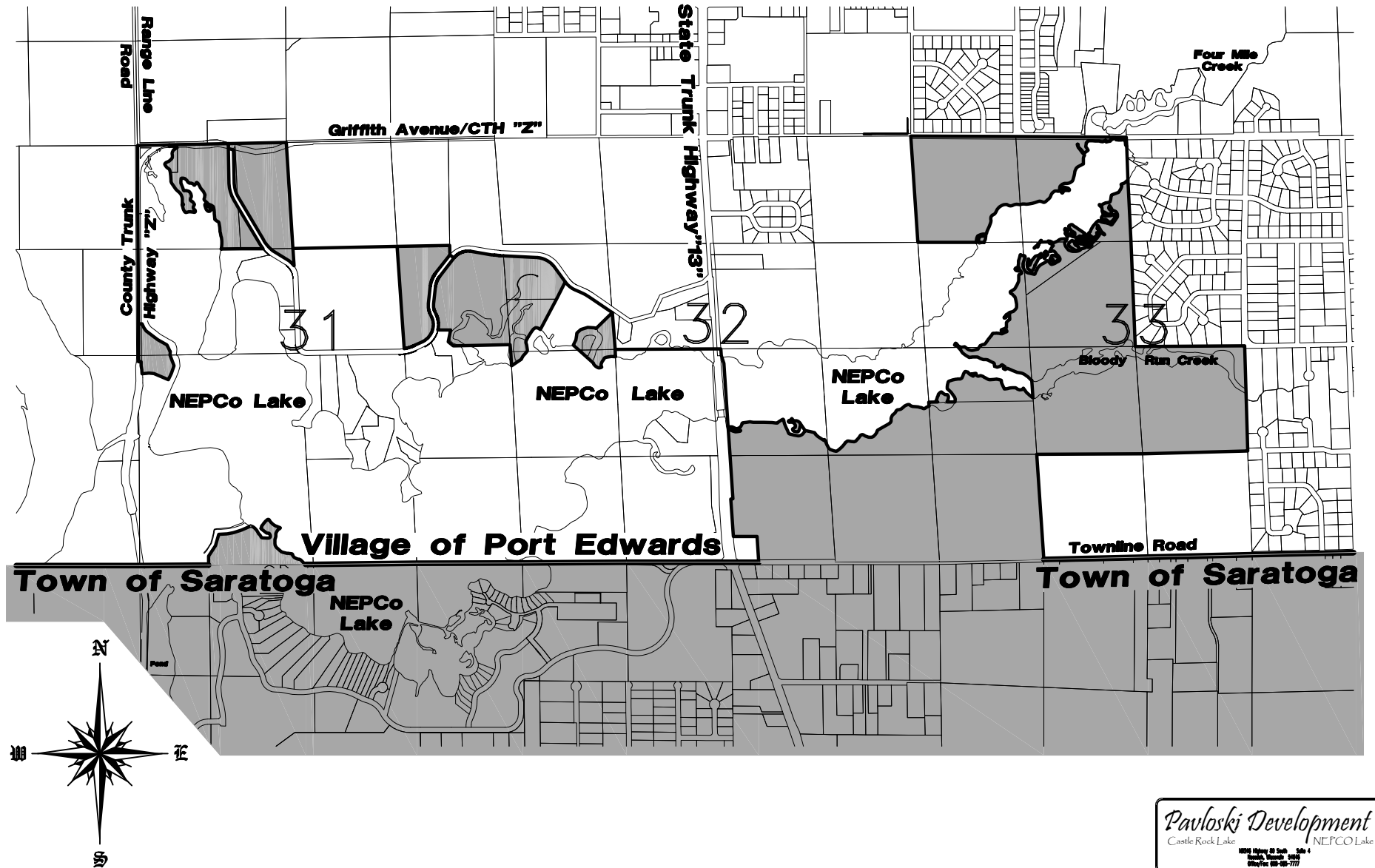


EXHIBIT 5

ULTIMATE BOUNDARY LINE

VILLAGE OF PORT EDWARDS / TOWN OF SARATOGA

