

NOTICE OF INSTIGATION OF LEGAL PROCEEDINGS

Pursuant to Wisconsin Statute §66.0231 I am providing NOTICE OF COMMENCEMENT OF ACTION challenging the validity of an intergovernmental agreement between the Town of Menasha and the Village of Fox Crossing. On October 14, 2016, the City of Menasha filed a Summons and Complaint in Winnebago County Circuit Court, Case No. 16CV-983-BR3 challenging the validity of the following intergovernmental agreement:

1. Intergovernmental Cooperation Agreement between Village of Fox Crossing and Town of Menasha, 8/17/2016

Dated at Menasha, Wisconsin this 20th day of October, 2016.

Deborah A. Galeazzi
Deborah A. Galeazzi
City Clerk

(City seal)



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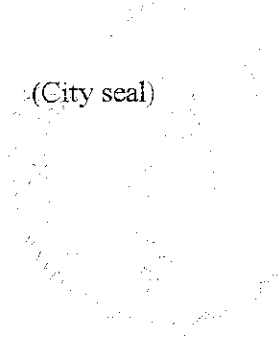
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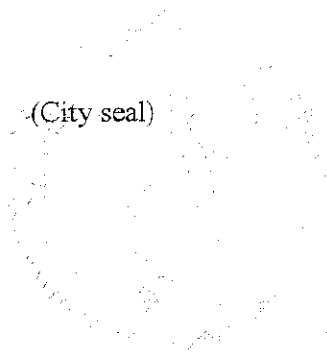
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Dated at Menasha, Wisconsin this 20th day of October, 2016.

Deborah A. Galeazzi
Deborah A. Galeazzi
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(City seal)



RES #160817-1:SPVB

**VILLAGE OF FOX CROSSING APPROVAL OF THE INTERGOVERNMENTAL
COOPERATION AGREEMENT BETWEEN VILLAGE OF FOX CROSSING AND
TOWN OF MENASHA**

WHEREAS, on April 20, 2016, the Secretary of Administration for the State of Wisconsin issued a certificate of incorporation, recognizing the Village as an independent Wisconsin municipality consisting of lands that were formerly located in the Town of Menasha; and

WHEREAS, the Town provided municipal services to the property owners and residents of the Town prior to the incorporation of said Village; and

WHEREAS, Wisconsin Statute §66.0301 allows municipalities to cooperate and contract in a binding fashion for the receipt and furnishing of services, for the joint exercise of powers or duties required or authorized by law, for the apportionment of expenses involved, for the adjustment of boundary lines, and for the exercises of other duties and rights as stated in §66.0301; and

WHEREAS, the Village of Fox Crossing and the Town of Menasha desire to enter into such an agreement under Wisconsin Statute §66.0301; and

WHEREAS, a joint public hearing was held by the Village of Fox Crossing and the Town of Menasha on this proposed Agreement on Wednesday, August 17, 2016, and said public hearing was noticed in accordance with Wisconsin Statutes §66.0301(6)(c).

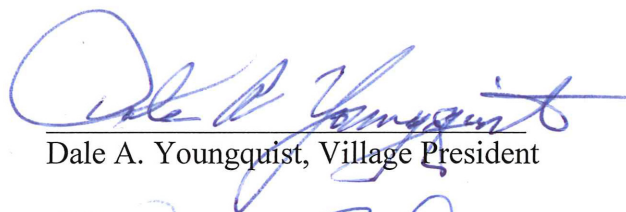
NOW, THEREFORE BE IT RESOLVED, that the Village of Fox Crossing Board of Trustees hereby approves the Intergovernmental Cooperation Agreement between the Village of Fox Crossing and the Town of Menasha, as attached.

NOW, THEREFORE BE IT FURTHER RESOLVED, the Village President and Village Clerk are directed to sign and execute the associated paperwork.

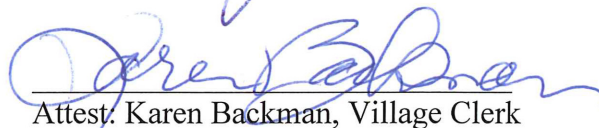
Adopted this 17th day of August, 2016

Requested by: Dale A. Youngquist, Village President

Submitted by: Dale A. Youngquist, Village President



Dale A. Youngquist, Village President



Attest: Karen Backman, Village Clerk

RES #160817-2:SPTB

**TOWN OF MENASHA APPROVAL OF THE INTERGOVERNMENTAL
COOPERATION AGREEMENT BETWEEN VILLAGE OF FOX CROSSING AND
TOWN OF MENASHA**

WHEREAS, on April 20, 2016, the Secretary of Administration for the State of Wisconsin issued a certificate of incorporation, recognizing the Village as an independent Wisconsin municipality consisting of lands that were formerly located in the Town of Menasha; and

WHEREAS, the Town provided municipal services to the property owners and residents of the Town prior to the incorporation of said Village; and

WHEREAS, Wisconsin Statute §66.0301 allows municipalities to cooperate and contract in a binding fashion for the receipt and furnishing of services, for the joint exercise of powers or duties required or authorized by law, for the apportionment of expenses involved, for the adjustment of boundary lines, and for the exercises of other duties and rights as stated in §66.0301; and

WHEREAS, the Village of Fox Crossing and the Town of Menasha desire to enter into such an agreement under Wisconsin Statute §66.0301; and

WHEREAS, a joint public hearing was held by the Village of Fox Crossing and the Town of Menasha on this proposed Agreement on Wednesday, August 17, 2016, and said public hearing was noticed in accordance with Wisconsin Statutes §66.0301(6)(c).

NOW, THEREFORE BE IT RESOLVED, that the Town of Menasha Board of Supervisors hereby approves the Intergovernmental Cooperation Agreement between the Village of Fox Crossing and the Town of Menasha, as attached.

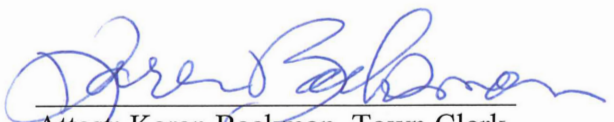
NOW, THEREFORE BE IT FURTHER RESOLVED, the Town Chairman and Town Clerk are directed to sign and execute the associated paperwork.

Adopted this 17th day of August, 2016

Requested by: Barbara J. Hanson, Town Chairman

Submitted by: Barbara J. Hanson, Town Chairman


Barbara J. Hanson, Town Chairman


Attest: Karen Backman, Town Clerk

INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN VILLAGE OF FOX CROSSING AND TOWN OF MENASHA

The Parties to this Intergovernmental Cooperation Agreement (hereinafter "Agreement") are the Village of Fox Crossing (hereinafter the "Village") and the Town of Menasha (hereinafter the "Town").

RECITALS

WHEREAS, on or about April 20, 2016, the Secretary of Administration for the State of Wisconsin issued an incorporation certificate, recognizing the Village as an independent Wisconsin municipality consisting of lands that were formerly located in the Town of Menasha; and,

WHEREAS, the Town provided municipal services to the property owners and residents of the Town prior to the incorporation of said Village; and,

WHEREAS, following said incorporation, the Town and the Village entered into a "status quo" agreement, which was a temporary agreement, designed to ensure the seamless transition of former Town lands to the Village and the continuation of services throughout the Town and Village until a more formal agreement could be reached; and,

WHEREAS, this Agreement is designed to replace the "status quo" agreement; and,

WHEREAS, in order to continue the adequate provision of said services on a cost-effective basis, the Town and Village wish to enter into an agreement whereby the Town will continue to provide some municipal services for the benefit of the Town and the Village for a time; whereby the Village will provide municipal services for the benefit of the Town and Village, and the Town and Village will share the costs of said services; and,

WHEREAS, since incorporation, Town residents have overwhelmingly expressed their desire to reunite with the Village, and many Town residents have expressed their fear of being "left behind"; and,

WHEREAS, the Village and Town believe that the Town could exist in its present size in perpetuity; however, previous third-party annexations have substantially reduced the size of the Town, and the Town Board and Village Board recognize that future third-party annexations would eventually reduce the Town's land to a point where it cannot function independently; and,

WHEREAS, the Town and the Village wish to change the boundary line separating the Town and the Village, so that the major portion of the Town (identified herein) transfers jurisdiction to the Village, and that a small portion of the Town remains under the jurisdiction of the Town for a period of time; and,

WHEREAS, the Town is a signatory to a certain "Intermunicipal Agreement Between the City of Menasha and the Town of Menasha" dated April 13, 1999 (hereinafter the "City of Menasha Boundary Agreement") wherein the City of Menasha agreed not to annex portions of

the Town outside of a certain identified growth area and the Town agreed not to challenge any annexation by the City of Menasha of territory located within said identified growth area; and,

WHEREAS, the Town is a signatory to a certain “Agreement Town of Menasha City of Appleton” dated August 18, 1999 (hereinafter the “City of Appleton Boundary Agreement”) wherein the City of Appleton agreed not to annex portions of the Town outside of a certain identified growth area and the Town agreed not to challenge any annexation by the City of Appleton of territory located within said identified growth area; and

WHEREAS, there remains unannexed territory located in the City of Appleton designated growth area and City of Menasha designated growth area, respectively; and,

WHEREAS, the jurisdictional transfer of land from the Town to the Village contemplated by this Agreement would not violate any provision of the City of Menasha Boundary Agreement or the City of Appleton Boundary Agreement because the Village is not a party to either agreement and because neither agreement requires the Town to preserve said designated growth areas or to protect said designated growth areas from other third-party municipalities’ annexations or attachments; and,

WHEREAS, notwithstanding the forgoing, in an effort to peacefully coexist with the Town’s and Village’s municipal neighbors, Town officials contacted governmental officials employed or elected by the City of Appleton and the City of Menasha, respectively, to determine whether either city was interested in annexing any additional land within their respective growth areas prior to or contemporaneously with the jurisdictional transfers contemplated in the Agreement; and,

WHEREAS, the City of Appleton expressed interest in annexing territory of the Town within Appleton’s designated growth area in an effort to straighten Appleton’s boundaries, but, as of August 16, 2016, was not able to identify any specific territory that Appleton could commit to annex in the near future; and,

WHEREAS, notwithstanding any boundary change authorized by this Agreement, the Town Board and Village Board wish to continue discussions with the City of Appleton in an effort to straighten the Town’s and/or the Village’s common boundary with the City of Appleton at some point in the near future via means outside of this Agreement; and,

WHEREAS, the City of Menasha did not respond to the Town’s invitation to discuss territory that the City of Menasha would commit to annex until the week leading up to this Agreement and, as of August 16, 2016, has still not identified any specific territory that it would commit to annex; and,

WHEREAS, an individual property owner by the name of Positive Ventures, LLC contacted Village officials and asked that said property not be included in the jurisdictional transfer from the Town to the Village so that he may have an opportunity to annex into the City of Menasha; accordingly the Town Board and Village Board wish to leave said territory as a Town remnant for a limited period of time to allow the City of Menasha time to annex said territory; accordingly said territory will not be a part of the jurisdictional transfer contemplated by this Agreement; and,

WHEREAS, no jurisdictional change will occur for at least 30 days after this Agreement is signed by the Town and the Village and a Town remnant will likely remain even after any jurisdictional change occurs, so it is imperative that this Agreement also address operational issues going forward, such as shared governance, apportionment of assets, revenues, costs, and liabilities, and the provision of services to residents and property owners of the Town and Village; and,

WHEREAS, Wisconsin statute §66.0235 requires the Town and Village to apportion assets and liabilities as a result of the recent incorporation of the Village and further apportionment will be required in accordance with the boundary adjustments detailed in this Agreement; and,

WHEREAS, the Town and Village wish to establish rules and procedures for said apportionment in the context of this Agreement; and,

WHEREAS, Wisconsin statute §66.0301 allows municipalities to cooperate and contract in a binding fashion for the receipt and furnishing of services, for the joint exercise of powers or duties required or authorized by law, for the apportionment of expenses involved, for the adjustment of boundary lines, and for the exercise of other duties and rights as stated in §66.0301; and,

WHEREAS, a joint public hearing was held on this proposed Agreement on Wednesday, August 17, 2016, and said public hearing was noticed in accordance with Wisconsin Statutes §66.0301(6)(c).

NOW THEREFORE, the Town and Village hereby enter into an Intergovernmental Cooperation Agreement pursuant to the authority granted to them by Wisconsin statutes §66.0301, and the following terms shall apply:

I. Term of Agreement. The Term of this Agreement shall be ten (10) years from the Effective Date unless the Town is dissolved for any reason sooner, in which case the Agreement shall terminate upon the satisfaction of the Parties' remaining obligations hereunder. The "Effective Date" shall be the later of 1) the first date that this Agreement is signed by an authorized representative of both Parties, or 2) if, for any reason, this Agreement does not or cannot become effective on the first date it is signed by an authorized representative of both Parties, it shall become effective on the first date thereafter that this Agreement may become effective under Wisconsin law. This Agreement shall replace the "status quo" agreement previously entered into by the Town and Village on the Effective Date.

II. Agreement Procedure. Prior to approving this Agreement by resolution, the Town and Village held a joint public hearing in accordance with Wisconsin statute §66.0301(6)(c), and the Town and Village provided notice of a pending agreement and public hearing by publishing a class 1 notice and by giving notice to each property owner identified in §66.0301(6)(c)(1) by certified mail at least 20 days before the public hearing, in accordance with Wisconsin statutes §66.0301(6)(c).

III. Apportionments of Assets and Liabilities. Unless stated herein, the apportionment of assets and liabilities between the Town and Village shall be determined pursuant to Wisconsin statutes §66.0235.

a. The Apportionment Board, consisting of representatives of the Town and Village, shall convene to begin discussions regarding apportionment of assets between the Town and Village, in accordance with §66.0235.

b. Notwithstanding the foregoing, because the boundary line between the Town and Village will change (by operation of this Agreement) before a proper apportionment of assets and liabilities could be completed by the Apportionment Board, the Apportionment Board shall wait until the new boundary line is established before completing the apportionment process. The post-boundary-line-change areas of the Town and Village, respectively, shall be used to determine the average assessed values of the Town area and Village areas for the preceding five years. After a boundary-change ordinance is adopted, filed, and recorded by the Town under §66.0301(6)(e), the Apportionment Board shall finalize the apportionment process in accordance with §66.0235.

c. Notwithstanding the foregoing, the Parties' obligation to apportion assets and liabilities shall terminate if and when the Town is dissolved, after which all assets and liabilities shall belong to the Village.

d. However, notwithstanding the foregoing subparagraph (b), if the boundary line change contemplated by this Agreement does not occur prior to December 31, 2016 for any reason, the Apportionment Board shall complete its apportionment of assets and liabilities on an interim basis and then reapportion assets and liabilities at such time that the boundary line change referenced in this Agreement takes effect.

IV. Provision of Municipal Services.

a. Public Works. All public works and related services that were previously provided by the Town for the benefit of the Town and/or Village, shall hereafter be provided by the Village for the benefit of the Town and Village. Said public works services shall include, but are not necessarily limited to, road maintenance, snowplowing, ditch and culvert work, wood chipping, signage, minor storm water management projects, mowing, park maintenance, equipment replacement, salting, and other daily and special maintenance.

b. Public Safety. The Village shall provide fire and rescue services to its own property owners and residents and to the Town's property owners and residents. The existing Town of Menasha Police Department is hereby designated and renamed the "Village of Fox Crossing Police Department." The Town of Menasha Fire Department is hereby designated and renamed the "Village of Fox Crossing Fire Department." Ownership of either Departments' assets will be determined by the apportionment procedure stated herein. The police department is hereby designated as a "joint department" pursuant to §61.65. The Village/Town/Department staff and administration is hereby directed to take any steps necessary to effectuate the transfers contemplated in this paragraph. This shall be a continuing duty, as the complete scope of activities necessary to effectuate the transfers contemplated herein are not included in this Agreement. Any current powers of the Town of Menasha Police and Fire Commission are hereby assigned to and assumed by the Village of Fox Crossing Police and Fire

Commission. Any powers currently held by the Town of Menasha Town Board concerning police and fire protection are hereby assigned to and assumed by the Village Board of Trustees. The Police and Fire Commission is addressed in greater detail below.

c. Refuse and Recycling Services. The Town is presently a party to a contract with a private contracted service providing refuse and recycling services to property owners and residents. Said contract shall continue in force and effect for the duration of its term. When said contracts expire, the Town and Village shall jointly negotiate a new contract with a third party of their choosing or may elect to provide refuse and recycling services by any other means.

d. Parks. The Village shall be responsible for the maintenance and upkeep of all public parks located in the Town and Village.

e. Administrative Employees and Staff. Beginning on the Effective Date, the Town and Village shall share all employees and administrative staff, including, but not limited to, an Administrator/Village Manager and Community Development Director. Said employees and administrative staff shall be employed by the Town but shall serve for the benefit of the Town and Village from the effective date of this Agreement until December 31, 2016. On January 1, 2017 (or sooner, if the Town is dissolved), said employees and administrative staff shall be terminated by the Town and become employed by the Village. Thereafter, said employees and administrative staff shall continue to serve both the Town and the Village. Although said employees and administrative staff shall be employees of the Village for payroll, record keeping, and other purposes, the Town will also proportionally contribute to the total cost of said employees and administrative staff according to the terms herein, and said employees and administrative staff shall serve at the pleasure of both the Village Board of Trustees and the Town Board. In the event that the Town Board and Village Board of Trustees cannot agree on the allocation of time that the Administrator and Community Development Director are spending on Town and Village business, respectively, said time shall be proportionally allocated in accordance with the assessed values of all Town real and personal property versus the assessed value of all Village real and personal property in the prior year. The Town and Village shall attempt to appoint a common clerk and treasurer when practical, and share the cost thereof in accordance with this paragraph. This paragraph is not intended to change or alter the "at-will" or other status of any current employee of the Town when employed by the Village.

f. Payment of Expenses Related to Shared Services and Services Provided by the Town or Village for the benefit of both. Unless otherwise agreed by the Parties, the Town and Village shall be jointly responsible for the cost of all shared services in the nature of public works, public safety, refuse and recycling, parks, administrative staff, and costs resulting from the provision of similar services, as referenced above. The Town and Village shall each pay the proportion of total expenses equal to their respective share of the total assessed value of all real and personal property located in the Town and Village.

g. Capital Expenditures. The cost of any new capital equipment or other asset necessary or useful for the provision of the municipal services contemplated herein, shall be apportioned between the Town and Village in a proportion equal to their

respective shares of the total assessed value of all real and personal property located in the Town and Village.

V. Changes to Boundary Line Between Town and Village.

a. As of August 17, 2016, the boundary line between the Town and Village is as indicated in **Exhibit A**.

b. On or as soon after the Effective Date as practical, the Village shall change the boundary line between the Town and Village so that all or any part of the territory designated as the “Town of Menasha Area Attachment to the Village of Fox Crossing” in **Exhibit B** and described in **Exhibit C** shall transfer from the Town to the Village.

c. If any lands designated as the “Town of Menasha Area Attachment to the Village of Fox Crossing” in **Exhibit B** and described in **Exhibit C** are not available to be transferred on the Effective Date because said lands have previously been annexed by a third-party municipality, said lands shall not be included in said initial transfer, but may be included in a subsequent transfer from the Town to the Village if and when said lands thereafter become available to be transferred.

d. In accordance with §66.0301(6), the Village Board may unilaterally adopt and file one or more ordinances to trigger the boundary line changes referenced herein. Said ordinance shall be filed and recorded immediately (or as soon thereafter as reasonably possible) in accordance with Wisconsin statute §66.0301(6), to put the public and applicable State and local agencies on notice of the boundary-line change between the Town and Village.

e. In accordance with Wisconsin statute §66.1105(4)(gm)(1), this Agreement constitutes a cooperative plan boundary agreement, and the Village will not be prohibited from exercising its TIF powers for a period of three years following the boundary line change.

f. For reasons described in the Recitals, the boundary change referenced herein will result in a remnant Town, which is addressed in Section VI, below.

VI. Town Remnant.

a. For reasons set forth in the Recitals, a Town remnant will remain after the boundary change reflected in Section V, above.

b. The Town and Village Boards agree to cease taking any action to annex or attach the Town remnant to the Village until November 1, 2016, so that the City of Menasha has an opportunity to annex the parcels owned by Positive Ventures, LLC.

c. If the City of Menasha has not annexed the Town remnant on or before November 1, 2016, the Village shall work with the property owner(s) in an effort to annex said Town remnant via other means (outside of this Agreement).

VII. Utility District Commission, Stormwater Utility Commission, Representatives to Grand Chute Menasha West Sewerage Commission, Representative to the Neenah-Menasha Sewerage Commission, Planning Commission, Park Commission, Police & Fire Commission, and Ad Hoc Committees.

Utility District Commission

Whereas, various sanitary districts that once served areas of the Town with water and sewer facilities were dissolved following the creation of the Town of Menasha Utility District (hereinafter the "Utility District") on or about September 13, 1999; and whereas water and sewer service is now provided to the Town and Village and other municipal customers outside of the Town and Village by the Utility District; and whereas, §66.0827(5) provides, in pertinent part, "If a town board establishes a utility district under this section, the town board may, if a town sanitary district is in existence for the town, dissolve the sanitary district. If a sanitary district is dissolved, all assets liabilities and functions of the sanitary district shall be taken over by the utility district....All functions performed by a sanitary district and assumed by a utility district under this subsection remain subject to regulation by the public service commission as if no transfer had occurred;" and whereas, the Public Service Commission has recommended that the Utility District eventually be dissolved and replaced by a new Village of Fox Crossing Water Utility; and whereas neither the Town nor the Village can dissolve the Utility District without the cooperation and agreement of the Utility District's other municipal customers and other contracting parties due to several water service agreements that are currently in place; and, whereas, the Utility District is a party to two separate contracts that allow it and/or a successor entity to send sewerage to the Neenah-Menasha Sewerage Commission plant and the Grand Chute-Menasha West plants, respectively; and whereas, said contracts, as amended, permit the Utility District and/or its successor to appoint Commissioners to said Commissions; and whereas, a Town remnant will continue to exist for a period of time after the jurisdictional transfer contemplated in this Agreement:

Now Therefore, the Town and Village hereby agree to the forgoing:

- a. Ownership and control of the Utility District (and all related assets and liabilities) is hereby transferred from the Town to the Village but the Utility District shall continue to exist in every practical sense and the Utility District shall continue to be bound and adhere to every contract or agreement that it is currently a party to until an agreement with all affected municipalities and other entities is reached to the contrary.
- b. Town and Village officials should immediately cooperate to provide a map of the Utility District's water service area that includes the Village's new boundaries to the Public Service Commission and shall otherwise adhere to any requirement and reasonable request by the PSC.
- c. If and when the Town ceases to exist through a future annexation or jurisdictional change, the Utility District shall continue to exist as an independent entity owned by the Village until such time that the Utility

District is dissolved and replaced by a new Village of Fox Crossing Water Utility by agreement of all necessary parties.

Stormwater Utility Commission

Ownership and control of the Town of Menasha Stormwater Utility is hereby transferred from the Town to the Village. Any assets and liabilities that belong to or are designated to the Town of Menasha Stormwater Utility as an entity continue to belong to the entity. Any assets and liabilities that belong to the Town but that flow directly from the operations of the Town of Menasha Stormwater Utility are hereby transferred from the Town to the Village. The Village Board shall hereafter serve as the Stormwater Utility Commission and the Village's Director of Community Development is hereby authorized to administer and enforce all rules and ordinances concerning the Town of Menasha Stormwater Utility. Chapter 35 of the Town of Menasha Code of Ordinances is hereby expressly incorporated by reference into the Village's ordinances, except for any changes made necessary by this paragraph. The Town and the Village shall cooperate to take all steps necessary to document, apply for, and approve this change with any regulatory body, lending institution, and other appropriate entity.

Representatives to Grand Chute Menasha West Sewerage Commission

The Village and the Town agree that the representatives to the Grand Chute Menasha West Sewerage Commission shall consist of two (2) members of the Utility District Commission and the Village President; if and when said Utility District Commission is dissolved, two representatives shall be appointed by the governing body of a new Village of Fox Crossing Water Utility and a third member shall be the Village President.

Representatives to the Neenah-Menasha Sewerage Commission

The Village and Town agree that the current representative Commissioner to the Neenah-Menasha Sewerage Commission shall continue in this role following the effective Date of this Agreement. The Utility District Commission President shall appoint a successor upon the resignation, removal, or termination of the current term, to be approved by the remaining members of the Utility District Commission, and subject to the rules of the Neenah-Menasha Sewerage Commission.

Police & Fire Commission

a. The Village of Fox Crossing Police & Fire Commission is hereby created. Said Commission shall consist of four Commissioners and a Chairperson to be appointed by the Village President and confirmed by the Village Board and Town Board (while the Town Board remains in existence). The initial Commissioners and Chairperson shall be the current Commissioners and Chairperson of the Town of Menasha Police and Fire Commission, who shall serve out their current terms. No Village Board member or Town Board member may serve on the Police & Fire Commission.

b. All other existing rules of the Town of Menasha Police and Fire Commission are hereby adopted as the rules of the Village of Fox Crossing Police and Fire Commission.

Parks Commission

A Board of Park Commissioners to be known as the "Village of Fox Crossing Park Commission" is hereby created by the Village. The Village of Fox Crossing Park Commission shall initially consist of all current members of the Town of Menasha Park Commission. The Town of Menasha Park Commission is hereby dissolved. The Village of Fox Crossing Park Commission shall have the powers designated in §27.08 with respect to all public parks, except that "common council" shall mean "Village Board." "Public parks" shall refer to all publicly owned and publicly open parklands within the Village and Town and the Community Center; sidewalks of the Village and the Town greater than 8' in width consisting of asphalt, concrete, stone aggregate, and/or natural material located along road right-of-ways within the Village or Town; transportation easements within the Village or Town; and designated environmental corridors located within the Village or Town.

Plan Commission

The current Plan Commissioners for the Town shall serve their remaining terms and the Town Plan Commissioners are hereby also designated as the Plan Commission for the Village. When the Town and Village Plan Commissioners' current terms expire, subsequent appointments shall be made in accordance with applicable ordinances and statutes.

Ad Hoc Committees

The Town Board Chairman and Village President, by agreement, may establish additional ad hoc committees as used for or necessary to accomplish the subject matter contained in this Agreement.

VIII. Modification. This Agreement may be modified by the mutual agreement of the Town and Village.

IX. Construction of Agreement. Any court of competent jurisdiction that is interpreting and reviewing this Agreement, shall review it in the context that most favors enforceability. All provisions of this Agreement are severable. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall survive. However, if the boundary change contemplated herein is held invalid by a court of competent jurisdiction, either party may provide notice to the other party of its intent to cancel the balance of this Agreement; 30 days after the provision of said notice, this Agreement shall be canceled and the parties shall revert to the Status Quo Agreement (that preceded this Agreement) until a new agreement can be negotiated by the parties.

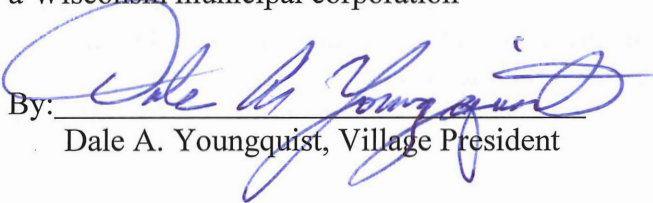
X. Opt-Out Provision. If the Boundary change referenced in **Section V** of this Agreement does not occur prior to December 31, 2016, either party may cancel this Agreement upon 30 days' notice to the other party. In the event of any such cancelation, the Parties shall

revert to the temporary “status quo agreement” that was in effect prior to the Effective Date of this Agreement.

The below-signed authorized individuals certify that this Intergovernmental Cooperation Agreement has been duly approved by a “resolution” of their respective governing bodies in accordance with state and local laws, rules and regulations, and that each has caused their duly authorized officers to execute this Agreement on the dates written before their respective signatures.

Dated: 8/17/2016

VILLAGE OF FOX CROSSING,
a Wisconsin municipal corporation

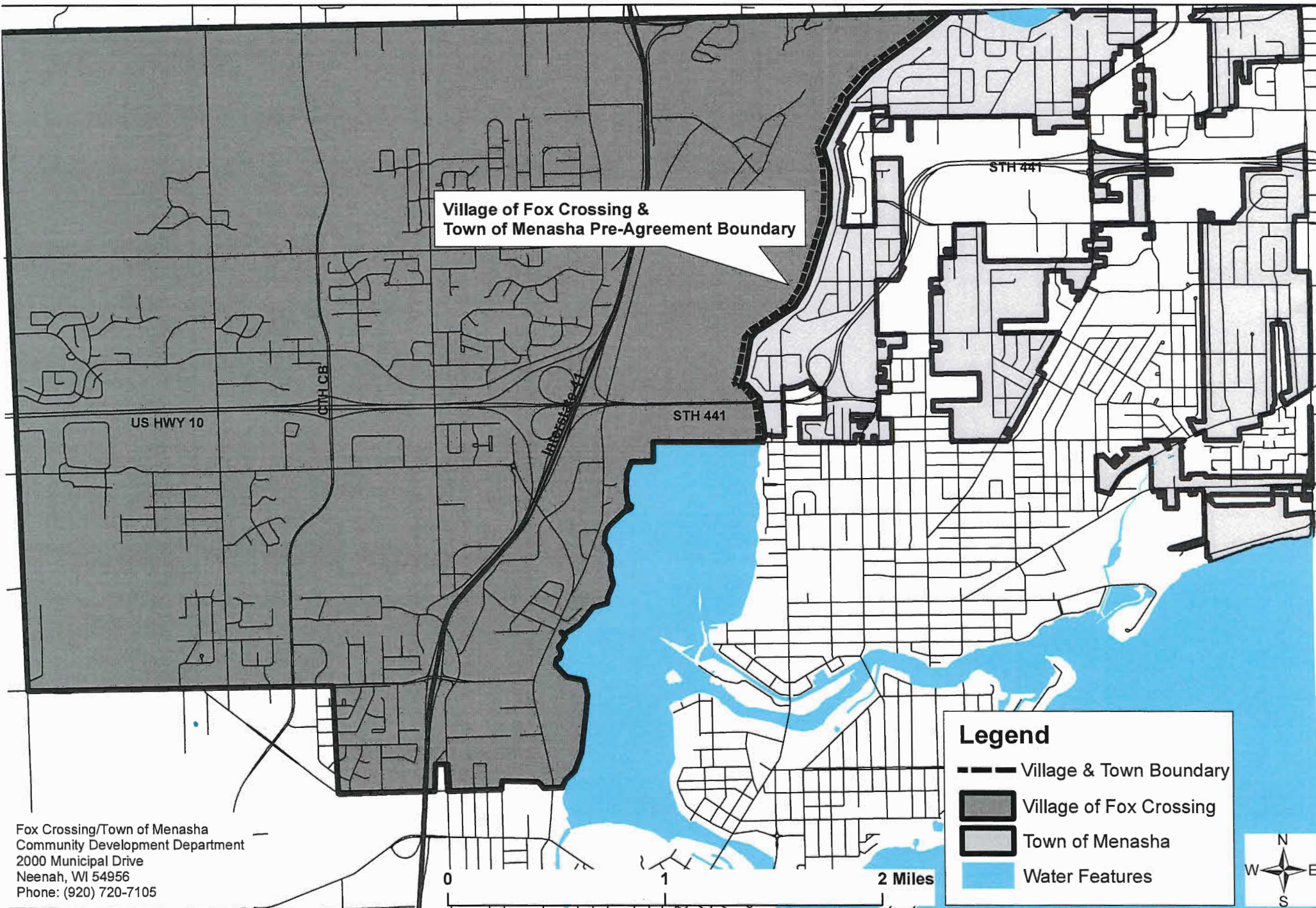
By: 
Dale A. Youngquist, Village President

Dated: 8/17/2016

TOWN OF MENASHA,
a Wisconsin Town

By: 
Barbara J. Hanson, Town Chairman

Exhibit A



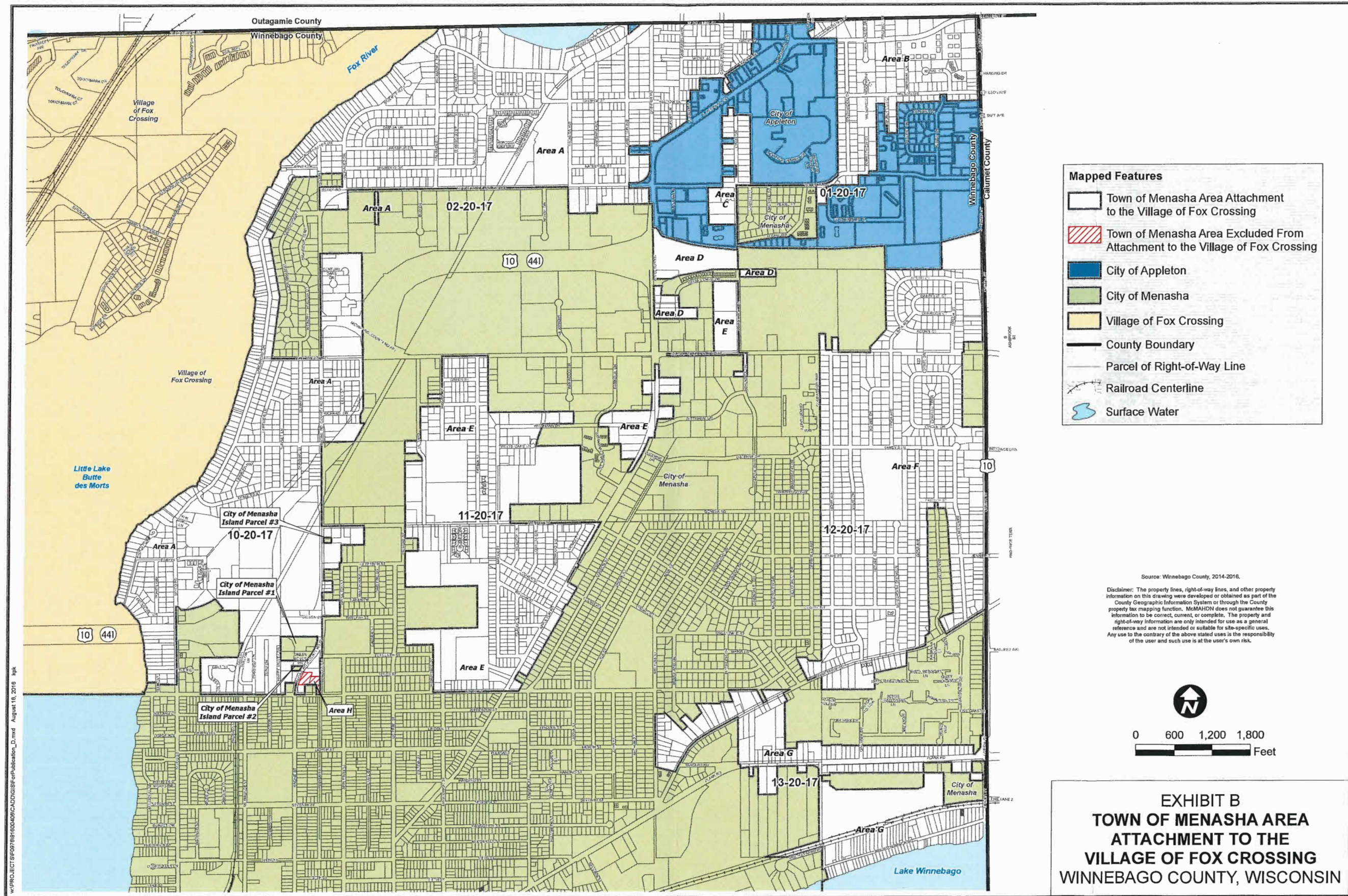


EXHIBIT C

AREA A

August 15, 2016

TOWN OF MENASHA ATTACHMENT TO THE VILLAGE OF FOX CROSSING

A Parcel of Land in Sections 1, 2, 3, 10 and 11, T20N, R17E, Town of Menasha, Winnebago County, Wisconsin and described as follows: Commencing at the South 1/4 corner of Section 10, T20N, R17E, Thence Westerly 176 feet more or less along the South line of said Section 10 to the low water line of the Easterly shoreline of Little Lake Butte des Morts; Thence Northerly 250 feet more or less along said water line to the Northerly line of Lot 2, Block 2, Klenke Plat and the Point of Beginning; Thence Easterly along the North line of Lot 2, Block 2, Klenke Plat extended to a point which is 5 feet West of the centerline of Emily Street; Thence Southerly 30 feet parallel with and 5 feet West of the centerline of Emily Street; Thence S89°02'E, 308 feet along the North line of Block 1, Klenke Plat extended to the centerline of Tayco Road; Thence Northerly along the centerline of Tayco Road to the North line of Government Lot 4 said Section 10; Thence continuing Northerly 60.44 feet along said centerline of Tayco Road; Thence Easterly to a point on the Easterly right-of-way line of Tayco Road that is 60.44 feet Northerly of the South line of Government Lot 3; Thence S49°59'46"E, 81.25 feet; Thence 562.3 feet along the arc of a curve having a central angle of (29°40'06"), radius of 1,085.92 feet and Long Chord bearing N71°42'27"E, 556.04 feet; Thence S40°80'38"E, 190.62 feet; Thence S14°22"W, 57.42 feet to South line of said Government Lot 3; Thence Easterly along the North line of the Government Lot 4 of said Section 10 to the East line of said Government Lot 4 of said Section 10; Thence Southerly along the said East line to the North line of Lot 1 of CSM No. 1619; Thence N89°10'41"E, 62.51 feet, more or less to the Westerly right-of-way line of a railroad; Thence Southerly along said right-of-way line 181 feet more or less, along the arc of a 1,942.86 foot radius curve to the left, the chord of which bears S19°01'41"W, to the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 10; Thence Southwesterly along the Westerly right-of-way line of a railroad to the North line of the South 12 acres of said Government Lot 4 Section 10; Thence Westerly 600 feet more or less along the said North line of the South 12 acres to the West line of the East 7 acres of the South 12 acres of Government Lot 4 lying East of the centerline of Tayco Street; Thence Southerly 578 feet more or less along the West line of the East 7 acres of the South 12 acres of Government Lot 4 lying East of the centerline of Tayco Street to the South line of said Section 10; Thence Easterly along the South line of Section 10 to a point that is 154 feet West of the centerline of Racine Street and the West line of Tax Parcel 710078200; Thence Northerly 183 feet to the Northwest corner of said tax parcel; Thence Easterly along the North line of said tax parcel to the centerline of Racine Street (CTH P); Thence Southerly and Southwesterly along the centerline of Racine Street (CTH P) to the South line of the Southeast 1/4, Southeast 1/4 said Section 10; Thence Southerly along the said South line to the Southerly extension of the East line of Lot 2, CSM No. 2522; Thence Northerly 153 feet to the Northeast corner of Lot 2, CSM No. 2522; Thence Westerly along the South line of Lot 1, CSM No. 2522 to the Southwest corner thereof; Thence Northeasterly along a curve to the Northwest corner of Lot 2, CSM No. 2522; Thence Easterly to the Northeast corner of said Lot 2; Thence Southerly along the Easterly line of said Lot 2 to a point 283 feet North of the South line of said Southeast 1/4, Southeast 1/4 of Section 10; Thence Easterly along the South line of Section 10 to the Southerly extension of the West right-of-way line of Warsaw Street; Thence Northerly 290 feet along said West right-of-way line to the extended South right-of-way of Eleventh Street; Thence Easterly on the said extended South line to the West line of said Section 11 and the centerline of Warsaw Street; Thence Northerly along the West line of said Section 11 to the North line of Twelfth Street extended Westerly; Thence Easterly along the North line of Twelfth Street and its Westerly extension to the West line of Appleton Street; Thence Northerly along the West line of Appleton Street to the Northeast corner of Lot 1, CSM No. 278; Thence Westerly to the Southwest corner of Lot 2, CSM No. 278 on the West line of Section 11; Thence Northerly to the Northwest Corner of Lot 3, CSM No. 278 along the West line of Section 11; Thence Easterly to the Northeast corner of Lot 3, CSM No. 278; Thence Northerly along the West line of the Spilski Plat to the Southeast corner of Tax Parcel #740100304 being 1,793 feet North of the South line of said Section 11; Thence Westerly 135 feet along the South line of said Tax Parcel 740100304 to the East right-of-way line of CTH P; Thence Northerly 180 feet along the West line of Tax

Parcels #740100304, #740100303 and #740100302 (East right-of-way line of CTH P) to the Northwest corner of said Tax Parcel #740100302; Thence Easterly 135 feet along the North line of said Tax Parcel 740100302 to the Northwest corner of Lot 1 Spilski Plat; Thence Easterly 115 feet along the North line of Lot 1, Spilski Plat to the West right-of-way line of Appleton Street; Thence Northerly along the West right-of-way line of Appleton Street to the North right-of-way line of Fifteenth Street; Thence Easterly along the North right-of-way line of Fifteenth Street to the Southwest corner of Lot 3, CSM No. 2609; Thence N00°34'53"W, 276.95 feet to the Northwest corner said Lot 3; Thence N89°15'32"E, 361.20 feet to the Northeast corner Lot 1, CSM No. 2609; Thence N00°01'W to the East-West 1/4 line of Section 11 being the centerline of Airport Road; Thence S89°48'W, 670.20 feet along the East-West 1/4 line of Section 11 and the centerline of Airport Road to the West 1/4 corner of said Section 11; Thence Northerly along the West line of said Section 11 to the Northwest corner of the Southwest 1/4, of the Northwest 1/4, of Section 11; Thence Easterly along the North line of said Southwest 1/4 of the Northwest 1/4 of Section 11 to the Northwesterly right-of-way line of a railroad and the Easterly right-of-way line of STH 441; Thence Northeasterly along said railroad right-of-way line to the intersection with the South line of Butte Des Morts Heights Subdivision; Thence S89°56'W, 73.60 feet along the South line of said Butte Des Morts Heights Subdivision; Thence N00°15'E, 132.10 feet along the East line of Lot 7, Block 3 of said Butte Des Morts Heights Subdivision to the intersection with the South line of Richard Drive; Thence N30°09'E, 92.60 feet along the Easterly right-of-way line of Richard Drive; Thence N00°15'E, 822.90 feet along the East right-of-way line of Richard Drive to the North line of said Section 11 and the centerline of Olde Midway Road; Thence Northerly along a line that is parallel with and 660 feet East of the West line of said Section 2 to a point which is 990 feet South of the North line of the Northwest 1/4, Southwest 1/4 of said Section 2; Thence Westerly 660 feet parallel with the North line of said Northwest 1/4, Southwest 1/4 of Section 2 to the West line of said Section 2 and the centerline of Racine Road (Winnebago CTH P); Thence Southerly along the West line of said Section 2 and the centerline of Racine Road (Winnebago CTH P) to the Southwest corner of said Section 2; Thence N89°35'52"W, 782.95 feet along the South line of said Section 3 and the centerline of Olde Midway Road; Thence N08°08'55"E, 983.01 feet; Thence N09°47'26"W, 927.57 feet; Thence N80°25'47"E, 38.52 feet; Thence N28°43'02"E, 100 feet; Thence N61°16'59"W, 150 feet; Thence N28°43'02"E, 664.32 feet along the centerline of Lakeshore Drive; Thence continuing N28°43'02"E, 248.08 feet; Thence N89°39'13"E, 407.52 feet to the East line of the Northeast 1/4, of Section 3 and the centerline of Beck Street; Thence Northerly along said centerline to the North line of Lot 1 of CSM 1370 extended Westerly; Thence Easterly along said extended North line of said Lot 1 and North line of Lot 1 CSM 1371 to the Northeast corner of said Lot 1 CSM 1371; Thence Southerly along the East line of Lot 1 and Lot 2 of CSM 1371 to the Southeast corner of said Lot 2; Thence Westerly along the South line of CSM 1371 and CSM 1527 to the centerline of Beck Street and the West line of Government Lot 4 of said Section 2; Thence Southerly along said West line of Government Lot 4 of Section 2 to the Southwest corner of said Government Lot 4; Thence Southerly 308.30 feet along the West line of the Northwest 1/4, Southwest 1/4 of Section 2 and the centerline of Racine Road (CTH P); Thence Easterly, 445.50 feet; Thence Northerly 308.3 feet parallel with the West line of said Section 2 to the East-West 1/4, line of said Section 2 and the centerline of Valley Road (Winnebago CTH P); Thence Easterly 426.00 feet along said East-West 1/4 line of Section 2 and the centerline of Valley Road (Winnebago CTH P); Thence Southerly 550.00 feet; Thence Easterly 60.00 feet; Thence Northerly 517 feet to the South right-of-way line of Valley Road (CTH P); Thence Westerly 60 feet along said right-of-way; Thence Northerly 33 feet to the East-West 1/4 line and the centerline of Valley Road (CTH P); Thence Easterly to the Northeast corner of the Northwest 1/4, of the Southeast 1/4, of said Section 2; Thence Southerly 420 feet along the East line of the West 1/2, of the Southeast 1/4, of said Section 2; Thence Easterly 454.57 feet along a line parallel with the North line of the Southeast 1/4, of said Section 2; Thence Northerly 136 feet along a line parallel with the East line of said Section 2; Thence Easterly along a line parallel with the North line of the Southeast 1/4 of said Section 2 to the West line of Memorial Drive (STH 47); Thence Northerly 251 feet more or less along said West line to the South line of Valley Road; Thence Westerly 309.8 feet more or less, along the South line of said Valley Road to the extended East line of Carleton Avenue; Thence Northerly 83.00

feet, along said extended East line, to the Southwest corner of Block 1, Baldwin Heights Subdivision; Thence Easterly and continued Northerly 671.00 feet more or less, along the curved South and East lines of said Block 1, to the South line of the North 210.00 feet of said Block 1; Thence Westerly 327.00 feet, along said South line, to the West line of said Block 1; Thence Northerly 140.00 feet, along said West line; Thence Easterly 99.60 feet, parallel with the North line of said Block 1 to the West line of the East 63.60 feet of the West 163.50 feet of said Block 1; Thence Northerly 4.00 feet, along said West line; Thence Easterly, parallel with said North line Block 1, to the East line of said West 163.50 feet of said Block 1; Thence Southerly 4.00 feet, along said East line to the South line of the North 70.00 feet of said Block 1; Thence Easterly 163.50 feet, along said South line, to the East line of said Block 1; Thence Northerly 70.00 feet, along said East line to the Northeast corner of said Block 1; Thence Easterly 105 feet along the said extended North line and the Corporate Limit to the Southerly line of Lot 11, Block 3 Knorr's Woods Subdivision; Thence Easterly along the Southerly line of said Block 3, and continued Easterly along the South line of Block 2 of said Knorr's Woods Subdivision to the West line of Aykens Street; Thence Northerly 327.85 feet, along said West line and its Northerly extension, to the North line of Red Oak Lane; Thence Easterly 50 feet more or less along said North line to the West line of Tax Parcel 608230100; Thence Northerly 161.85 feet, along the West line of said Tax Parcel to the Northwest corner of said Tax Parcel 608230100; Thence Easterly 148.00 feet, along said North line and also being the South line of Lot 14 of the Lynch Plat; Thence Northerly 186.85 feet, parallel with and 307.00 feet West of the East line of said Lot 14, to the South line of the Gardners Row; Thence Easterly along the South line of Gardners Row to the East line of a North-South portion of Gardners Row and also being the Northwesterly line of Lot 15, Block 3 of said Lynch Plat; Thence Southwesterly along the arc of a curve to the left, along the Southeasterly line of said Gardners Row and also being the Westerly line of Lots 15 and 16 of said Lynch Plat; Thence Southerly 134.50 feet, along the said East line of said Gardners Row; Thence Southerly and Easterly along the curved boundary of said Lot 16, to the West line of Lot 15, said Block 3; Thence Northwesterly 110.00 feet more or less, along said West line to the midpoint of said West line of Lot 15; Thence Northeasterly 60.00 feet, parallel with the South line of said Block 3, to the East line of said Lot 15; Thence Northwesterly 160.00 feet more or less, along said East line and its extension to the centerline of Lynch Avenue; Thence Northeasterly 540.60 feet more or less, along said centerline, to a point on said centerline at right angles to the extended Easterly line of Lot 6, Block 3, Lynch Plat; Thence Northwesterly 30.00 feet along said extended Easterly line to the Northerly line of Lynch Avenue; Thence Westerly 16.11 feet, along the Northerly line of said Lot 6, Block 2 and the Southerly line of Lot 1, CSM No. 2424 to the Southwest corner of said Lot 1; Thence Northerly 180.00 feet, along the West line of said Lot 1 CSM 2424, to the South line of Grove Street; Thence Easterly along said South line to its intersection with the Southerly extension of the West line of Lot 5, Block 1, Lynch Plat; Thence Northerly 310.00 feet, along said extended West line, to the North line of said Lynch Plat and the North line of said Section 1; Thence Westerly along the said North line to the Northwest corner of Section 1; Thence Southwesterly 287.00 feet more or less, along the Southerly line of said Block 1 to the Southwest corner of said Block 1, on the East line of Carleton Street; Thence Northerly 183.00 feet, along said East line to the North line of said Government Lot 2; Thence Westerly along said North line to the low water line of the Southerly shoreline of the Fox River; Thence Southwesterly, Westerly and Northwesterly along the low water line of the Southerly shore of the Fox River to the North line of said Government Lot 2; Thence Westerly along said North line and the North line of Government Lot 3, Section 2 to the low water line of the Southerly shore line of the Fox River; Thence Southwesterly along the low waterline of the Fox River and Little Lake Butte Des Morts to the Northerly line of Lot 2, Block 2, Klenke Plat and the Point of Beginning.

AREA B

August 15, 2016

TOWN OF MENASHA ATTACHMENT TO THE VILLAGE OF FOX CROSSING

A Parcel of Land in Section 1, T 20N, R17E, Town of Menasha, Winnebago County, Wisconsin and described as follows: Commencing at the Northeast corner of said Section 1; Thence Westerly 56 feet more or less along the North line of said Section 1 to the West line of Oneida Street (per Sheet 4.4 of

WisDOT Right-of-Way Project #1506-3-22) and the Point of Beginning; Thence Westerly along said Township line to the North 1/4 corner of said Section 1; Thence Southerly 104.10 feet along the North-South 1/4 line of said Section 1 to the Northeast corner of Tax Parcel 608200100; Thence S66°32'W, 117.00 feet to the Northwest corner said tax parcel; Thence S25°09'E, 95 feet more or less to the Southwest corner of said tax parcel on the North line of Calumet Street; Thence Easterly 420.00 feet more or less along said North line to the Southwest corner of Lot 1, Southwood Plat; Thence Southerly 2,173.76 feet along the West line of said Southwood Plat to the centerline of Valley Road; Thence Westerly along said centerline to the North-South 1/4 line of said Section 1; Thence Southerly along said 1/4 line to the Northwest corner of Lot 2 of CSM No. 2933; Thence Easterly 165.01 feet along the North line of said Lot 2 to the West line of Schindler Place; Thence Northerly 264.83 feet along said West line to the South line of Valley Road; Thence Easterly along said South line to the North line of the Southeast 1/4, Section 1; Thence Easterly, along said North line to the Southeast corner of the Southwood Plat; Thence Northerly 150.02 feet, along the East line of said Southwood Plat to the North line of Block 2 of the Wilson Court Plat; Thence Easterly 169.84 feet, along said North line to the Southerly extension of the East line of Forestview Court; Thence Northerly 66.00 feet, along said extension to the South line of Lot 3, Winnebago County, CSM No. 109; Thence Easterly 130.00 feet, along said South line to the East line of said CSM No.109; Thence Northerly 692.18 feet, along said East line to the Northeast corner of said CSM, also being the Southeast corner of Lot 28, Town of Menasha Assessor's Plat No.12; Thence Northerly 369.00 feet more or less, along the East line of Lots 28 & 29 of said Plat No.12, to the Southwest corner of Lot 30, said Plat No.12; Thence Easterly 132.02 feet, along the South line of said Lot 30 to the West line of Honey Lou Court; Thence Southerly 343.00 feet more or less, along said West line to the South line of said Honey Lou Court; Thence Easterly 33.00 feet, along said South line to the West line of Lot 3, Winnebago County CSM No.774; Thence Southerly 125.13 feet, along said West line to the South line of said Lot 3; Thence Easterly 163.14 feet, along said South line to the West line of the Oakwood Heights Plat; Thence Northerly 478.00 feet more or less, along said West line to the North line of said plat; Thence Easterly 690.42 feet, along said North line to the West line of Kerry Lane; Thence Northerly 102.94 feet, along said West line to the South line of Wilson Street; Thence Easterly 98.88 feet, along said South line to the East line of Outlot 1, Oakwood Heights Plat; Thence Southerly 103.04 feet, along said East line to the North line of Lot 53, said Oakwood Heights Plat, said North line also being the South line of the Town of Menasha Assessor's Plat No.1; Thence Easterly along said South line to the West line of Oneida Street, said West line as per Sheet 4.4 of WisDOT Right-of-Way Project #1506-3-22; Thence Northerly along said West line to the North line of said Section 1 and the Point of Beginning.

AREA C

August 15, 2016

TOWN OF MENASHA ATTACHMENT TO THE VILLAGE OF FOX CROSSING

A Parcel of Land in Section 1, R20N, R17E, Town of Menasha, Winnebago County, Wisconsin and described as follows: Commencing at the West 1/4 corner of said Section 1; Thence Easterly 1,575 feet more or less along the South line of the Northwest 1/4 of said Section 1 to the Southeast corner of Block 2, Pleasant Heights Plat and the Point of Beginning; Thence Northerly 1,111.20 feet, along the East line of said Pleasant Heights Plat to the Northeast corner of Lot 3 of said Block 2, Pleasant Heights Plat; Thence Westerly 200.00 feet, along the North line of said Lot 3 to the East line of Chain Drive; Thence Westerly 61.30 feet more or less to the Northeast corner of Lot 3, Block 1, Pleasant Heights Plat; Thence Northerly 125.40 feet, along the West line of Chain Drive; Thence Westerly 95.00 feet, to the West line of Lot 1, said Block 1; Thence Southerly 125.40 feet, along said West line to the North line of said Lot 3, Block 1; Thence Westerly 95.00 feet, along said North line to the West line of said Block 1; Thence Southerly 351.00 feet, along said West line to the North line of Lot 7 of said Block 1; Thence Easterly 220.00 feet, along said North line and its Easterly extension to the centerline of Chain Drive; Thence Southerly 87.00 feet, along said centerline to the extended South line of said Lot 7; Thence Westerly 220.00 feet, along said extended South line to the West line of said Block 1; Thence Southerly 348.00 feet, along said West line to the North line of Lot 12 of said Block 1; Thence Easterly 220.00 feet, along said North line and its Easterly extension to the centerline of Chain Drive; Thence Southerly 174.00 feet,

along said centerline to the extended South line of Lot 13, said Block 1; Thence Westerly 220.00 feet, along said extended South line to said West line, Block 1; Thence Southerly 169.50 feet more or less, along said West line and its Southerly extension to the South line of Valley Road; Thence Westerly 226.90 feet more or less, along said South line to the Northwest corner of Lot 8 Assessor's Plat 13; Thence Southerly 578 feet, along the West line of Lots 8, 10 and 11 of said Assessor's Plat 13, to the Southwest corner of said Lot 11 and the North line of Lot 12 of Town of Menasha Assessor's Plat No.13; Thence Easterly 446.91 feet, along said North line to the centerline of Chain Drive, to a point on a line that is parallel with and 43.50 feet East of the West line of the Northeast 1/4 of the Southwest 1/4 of Section 1; Thence Northerly along a line that is parallel with and 43.50 feet East of the West line of the said Northeast 1/4 of the Southwest 1/4 to the North line of said Northeast 1/4 of the Southwest 1/4 of Section 1 and the centerline of Valley Road; Thence Easterly along the North line of said Northeast 1/4, of the Southwest 1/4, of Section 1, said North line also being the centerline of Valley Road to the Point of Beginning.

AREA D

August 15, 2016

TOWN OF MENASHA ATTACHMENT TO THE VILLAGE OF FOX CROSSING

A Parcel of Land in Section 1, T20N, R17E, Town of Menasha, Winnebago County, Wisconsin and described as follows: Commencing at the Southwest corner of said Section 1; Thence Northerly 550 feet along the West line of said Section 1 to the Point of Beginning; Thence Easterly 689.13 feet parallel with the South line of said Section 1; Thence N01°20'27"W, 171.5 feet; Thence S89°52'19"W, 289.11 feet; Thence N00°40'27"W, 197.19 feet along the East right-of-way line of said Drum Corps Drive; Thence N89°37'01"W, 284.58 feet along the extended South line of CSM No. 2503 to the East right-of-way line of the Tri-County Expressway; Thence N06°15'52"E, 151.27 feet more or less along the East right-of-way line of said Tri-County Expressway (West line of CSM No. 2503) to a point that is 250 feet South of the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 1; Thence Westerly 134 feet more or less along a line that is 250 feet South of and parallel with said North line to the West line of said Section 1; Thence Northerly along the West line of said Section 1 to a point 140 feet South of the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 1; Thence Easterly 278 feet more or less, 140 feet South of and parallel with the North line of said Southwest 1/4 of the Southwest 1/4, Section 1 to the Northerly line of CSM No. 2503 (Southeasterly right-of-way line of said Tri-County Expressway); Thence N68°29'04"E along the Southeasterly right-of-way line of said Tri-County Expressway (Northerly line of said CSM No. 2503) to the Northeast corner of said CSM No. 2503; Thence N80°50'11"E, 548.45 feet along the Southeasterly right-of-way line of said Tri-County Expressway; Thence N89°45'43"E, 369.95 feet along said right-of-way of the Tri-County Expressway to the Northeast corner of Lot 1 CSM No. 965; Thence S89°37'01"E, 60.01 feet to the Northwest corner of Tax Parcel 008003003; Thence S00°41'21"E, 120.25 feet to the Southwest corner of said tax parcel; Thence S89°37'01"E, 576.48 feet to the Southeast corner of said tax parcel; Thence N00°12'56"E, 120.23 feet to the Northeast corner of said tax parcel on the South right-of-way of the Tri-County Expressway; Thence N89°37'01"W, 578.43 feet along said right-of-way of the Tri-County Expressway to the Northwest corner of said tax parcel; Thence N00°41'21"W, 1.06 feet; Thence Westerly to a point on a line that is parallel with and 43.50 feet East of the West line of the Northeast 1/4 of the Southwest 1/4 of Section 1; Thence Northerly along said parallel line to the Easterly extension of the North line of STH 441; Thence Westerly 1,382 feet more or less, along said North right-of-way line of STH 441 to the East line of STH 47 per the Town of Menasha Assessor's Plat No.13 and the Southwest corner of Lot 4 of said Town of Menasha Assessor's Plat No.13; Thence Westerly 60 feet more or less, perpendicular to the West line of the Southwest 1/4 of said Section 1 to the West line of the Southwest 1/4 of said Section 1; Thence Southerly along the West line of the Southwest 1/4 of said Section 1 to a point 550 feet North of the Southwest corner of said Section 1 and the Point of Beginning.

AREA E

August 15, 2016

TOWN OF MENASHA ATTACHMENT TO THE VILLAGE OF FOX CROSSING

That part of the Southwest 1/4 of the Southwest 1/4 of Section 1 and that part of the North 1/2 of the Northwest 1/4 of Section 12, and that part of the Northeast 1/4 and the East 1/2 of the Northwest 1/4 and the East 1/2 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 and the North 1/2 of the Southeast 1/4 of Section 11, T20N, R17E, Town of Menasha, Winnebago County, Wisconsin described as follows: Commencing at the Southwest corner of Section 1; Thence Northerly 550 feet along the West line of Section 1; Thence Easterly 943.13 feet parallel with the South line of Section 1 to the Southeast corner of Lot 2 CSM No. 1698 and the Point of Beginning; Thence Southerly 550 feet to the South line of said Section 1 being the centerline of Midway Road (Winnebago CTH AP); Thence Westerly 746.90 feet along the South line of said Section 1, and the centerline of Midway Road (Winnebago CTH AP) to a point that is 198 feet East of the Southwest corner of said Section 1; Thence S00°16'31"W, 33 feet to the old South right-of-way of Midway Road; Thence S00°16'31"W, 132 feet; Thence N89°49'58"W, 130.21 feet to the East right-of-way line of STH 47; Thence N89°49'58"W, 73 feet more or less to the East line of the Northeast 1/4 of Section 11; Thence Southerly 258.50 feet along the East line of Northeast 1/4 of Section 11; Thence Westerly to the West line of Appleton Road (STH 47) which is described as being 60 feet West of and 423.50 feet South of said Northeast corner of the Northeast 1/4; Thence Westerly 150 feet; Thence Southerly 220 feet more or less to the Northwest corner of Tax Parcel #740078321; Thence Easterly 150 feet parallel with the North line of said Section 11 and along the North line of said Tax Parcel #740078321 to the Westerly right-of-way line of STH 47; Thence Southerly along the Westerly line of STH 47 to the South line of the North 27 acres of the Northeast 1/4 of the Northeast 1/4 of said Section 11 and the Southeast corner of Parcel "A" of City of Menasha Annexation Ordinance 0-5-2014; Thence Westerly along said South line of North 27 acres, the Northerly line of CSM No. 6799, the Northerly line of Lot 17 Wittmann Subdivision, and the South line of the North 54 acres of the Northeast 1/4 of said Section 11 to the West line of said Northeast 1/4; Thence Northerly along said West line of the Northeast 1/4 of Section 11 to the North line of said Section 11, and the centerline of Midway Road (Winnebago CTH AP); Thence Westerly along said North line of Section 11, and the centerline of Midway Road (Winnebago CTH AP) to the centerline of Mission Street extended; Thence Southerly along said centerline to the North line of Lot 8, Block 1, Fritsch Subdivision extended Easterly; Thence Westerly along said line extended to the Westerly line of said lot; Thence Southerly along said West line to the South line of said Lot 8; Thence Easterly along the South line of said lot extended to the centerline of Mission Street; Thence Southerly along said centerline to the South right-of-way line of Terrace Avenue extended; Thence Westerly along said right-of-way line to the Easterly right-of-way of Earl Street; Thence S00°02'E, 535.15 feet along said Easterly right-of-way line of Earl Street to the South line of the North 1/2 of the Northwest 1/4 of said Section 11; Thence Westerly along the said South line of the North 1/2 of the Northwest 1/4 to the Northeast corner of the Southwest 1/4, of the Northwest 1/4, of said Section 11; Thence Southerly 200 feet along the East line of the Southwest 1/4, of the Northwest 1/4, of said Section 11; Thence Easterly along a line that is parallel with said South line of the North 1/2 of the Northwest 1/4, to the West right-of-way of Earl Street; Thence Southerly along said right-of-way line to a point that intersects a line that is parallel with and 300 feet South of said section line; Thence Westerly along said parallel line to the East line of the Southwest 1/4, of the Northwest 1/4, of said Section 11; Thence Southerly along the East line of the Southwest 1/4, of the Northwest 1/4, of said Section 11 to the South line of the Northwest 1/4, of said Section 11 and the centerline of Airport Road; Thence continuing Southerly 210 feet along the West line of the East 1/2 of the Southwest 1/4, of said Section 11 to the Northwest corner Lot 3, CSM No. 368; Thence Easterly, 205.00 feet to the Northeast corner Lot 3, CSM No. 368; Thence S00°06'14"W, 200.60 feet to the Southeast corner Lot 4, CSM No. 368; Thence Westerly 205 feet to the Southwest corner of said Lot 4; Thence Southerly along the West line of the East 1/2 of the Southwest 1/4, of said Section 11 to a point which is 1,665.5 feet North of the Southwest corner of the Southeast 1/4, of the Southwest 1/4, of said Section 11; Thence Easterly 1,140 feet along a line parallel with the South line of Section 11; Thence Southerly 660 feet along a line parallel with the said West line of the East 1/2 of the Southwest 1/4 of Section 11; Thence Westerly 1,140 feet along a line parallel with the South line of Section 11 to the said West line of the East 1/2 of the Southwest 1/4, of Section 11; Thence Southerly 252.5 feet along the West line of the East 1/2 of the Southwest 1/4 to the

North line of North Acres Plat; Thence S89°40'E, 437.5 feet along the North line of said North Acres Plat; Thence S00°01'W, 753 feet along the East line of said North Acres Plat to the South line of said Section 11 (Ninth Street); Thence Easterly along said South line of Section 11 to a point that is 2,148.23 feet West of the Southeast corner of said Section 11 and the extended Easterly line of CSM No. 6837; Thence N29°59'E, 132.67 feet along the Southeasterly line of the Grove Subdivision and the Easterly line of CSM No. 6837; Thence N60°01'W, 150 feet along the Northerly line CSM No. 6837; Thence N29°59'E, 130 feet to the Southerly line of CSM No. 4181; Thence S60°01'E, 150 feet along said Southerly line; Thence N29°59'E, 1,160 feet along the Southeasterly line of the Grove Subdivision; Thence N60°01'W, 25 feet along the Southwesterly line of Lot 9 of Grove Subdivision Replat; Thence N29°59'E, 130 feet along the Northwesterly line of said Grove Subdivision Replat; Thence S60°01'E, 25 feet along the Northeasterly line of Lot 10 of said Grove Subdivision Replat; Thence N29°59'E along the Northwesterly line of the Grove Subdivision Replat to the Northeast corner of Lot 1, Block 4 of Grove Subdivision; Thence Northwesterly along the extended North line of said Lot 1 to the centerline of Appleton Road (STH 47); Thence Northeasterly along said centerline to the North line of Lot 5, Block 4 of Grove Subdivision extended Westerly; Thence Southeasterly along said North line of said Lot 5 to the East right-of-way line of Appleton Road (STH 47); Thence N29°59'E, 65 feet along said East right-of-way line; Thence N60°01'W to the centerline of Appleton Road (STH.47); Thence Northeasterly along said centerline of Appleton Road to the South line of the Northeast 1/4, of Section 11 (Airport Road); Thence Westerly 1,448.20 feet along said South line of the Northeast 1/4, of Section 11 to a point which is 348.10 feet East of the Southwest corner of the Northeast 1/4, of Section 11; Thence Northerly 294.80 feet; Thence Easterly along a line parallel with the South line of the Northeast 1/4, of Section 11 to the West line of Lot 2, CSM No. 1310; Thence Northerly 917.75 feet along said extended West line to the South line of Tax Parcel 740078105; Thence S89°25'W, 709 feet along the South line of Tax Parcel #740078105 to the Southwest corner of said Tax Parcel and a point of curvature of an 897.47 foot radius curve to the right; Thence Northeasterly along an arc of the above described curve having a 199.92 foot chord bearing N15°56'42"E and a 12°47'24" central angle to the point of curvature of an 897.47 foot radius curve to the left; Thence Northeasterly along an arc of said curve to the left to the North right-of-way line of Wittmann Drive that is 1,558 feet North of measured at right angles to the South line of said Northeast 1/4 and 855.91 feet East of the West line of said Northeast 1/4; Thence Easterly 500 feet more or less along said North right-of-way line to the Southeast corner of Tax parcel 008033804 and to a point that is 1,358.57 feet East of the West line of said Northeast 1/4; Thence Northerly 194.3 feet parallel with the West line of the Northeast 1/4 of the Northeast 1/4 to the Northeast corner said tax parcel and the City of Menasha Corporate Boundary; Thence Easterly 578.38 feet, more or less, along the North line of the South 27 acres Northeast 1/4, Northeast 1/4, Section 11, to the Easterly right-of-way line of Parkside Drive; Thence Southerly 344 feet, more or less, along said Easterly right-at-way line extended Southerly to the South right-of-way line of Wittmann Drive; Thence Easterly 160 feet to the Northwest corner Lot 1, CSM No. 2038; Thence Southerly 270 feet to the Southwest corner Lot 1, CSM No. 2038; Thence Easterly 188.12 feet along the South line Lot 1, CSM No. 2038 to the Northeast corner of Lot 2, CSM No. 1310; Thence Southerly 243.51 feet along the East line, Lot 2, CSM No. 1310; Thence N89°25'E to the Westerly right-of-way line of Appleton Road (STH 47); Thence Southwesterly along said West right-of-way line to a point that is parallel with and 782 feet North of the South line of the Northeast 1/4 of Section 11; Thence Easterly to the centerline of Appleton Road (STH 47); Thence Northeasterly along said centerline of Appleton Road to the North line of the Southeast 1/4, of the Northeast 1/4, of Section 11; Thence Easterly along said North line of the Southeast 1/4, of the Northeast 1/4, of Section 11 to the Northeast corner of said Southeast 1/4, of the Northeast 1/4, of Section 11; Thence N00°16'31"E, 88.88 feet to the Easterly right-of-way of Appleton Road (STH 47); Thence 210.93 feet along the arc of a curve to the left having a radius of 1,975.08 feet and a chord of 210.83 feet that bears N13°08'26"E along said Easterly right-of-way line to the Northwest corner of CSM No. 5137; Thence N89°41'31"E, 250.59 feet to the Northeast corner CSM No. 5137; Thence N00°14'41"E, 200.0 feet to the Northeast corner of Tax Parcel 008038106; Thence N89°22'05"W, 226.55 feet to the Easterly right-of-way of Appleton Road (STH 47) and the Northwest corner said tax parcel; Thence 166.33 feet along an arc of a curve to the left

having a radius of 1,975.08 feet and a chord which bears N01°48'47"E, 166.28 feet along the Easterly right-of-way line of STH 47; Thence N00°35'58"W, 28.51 feet along the Easterly right-of-way line of STH 47; Thence N89°57'42"E, 330.69 feet along the South line of that part of Lot 1, CSM No. 1735 in the Town of Menasha; Thence N00°16'33"E, 254.50 feet along the East line of said CSM No. 1735; Thence S89°57'42"W, 334.58 feet along the North line of said CSM No. 1735 to the East right-of-way line of STH 47; Thence N00°35'58"W, 212.40 feet along the East right-of-way line of said STH 47; Thence S89°49'58"E, 130.21 feet; Thence N00°16'31"E, 132.00 feet to the old South right-of-way line of Midway Road as described in the City of Menasha Corporate Boundary description dated March 19, 2014; Thence S89°48'00"E, along the old South right-of-way line of Midway Road (CTH AP) to a point that is 1,410.13 feet East of the Northwest corner of Section 12; Thence Southerly 260 feet; Thence Westerly 150 feet; Thence Southerly 80 feet; Thence Easterly 210 feet; Thence Northerly 373 feet to the centerline of Midway Road (CTH AP); Thence Westerly along said centerline to the centerline of University Drive; Thence N00°41'21"W, 1,131.68 feet along said centerline of University Drive to the South right-of-way of Drum Corps Drive extended; Thence N89°34'12"W, 399.33 feet along said right-of-way extended; Thence S00°43'00"E, 413.14 feet along the East line of CSM No. 5230; Thence S01°20'27"E, 170.75 feet along the East line of CSM No. 1698 to the Point of Beginning.

AREA F

August 15, 2016

TOWN OF MENASHA ATTACHMENT TO THE VILLAGE OF FOX CROSSING

That part of the Southeast 1/4 of Section 1, the Northeast 1/4, the Southeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 12 all in T20N, R17E, Town of Menasha, Winnebago County, Wisconsin and described as follows: Commencing at the Southeast corner of said Section 1; Thence Westerly 33 feet more or less, along the South line of said Section 1, and the centerline Midway Road to the Southerly extension of the West line of Oneida Street; Thence Northerly 165 feet along said West line to the Point of Beginning; Thence Northerly along said line to a point 745.30 feet South of the East-West 1/4 line of said Section 1 on a Southerly line of the City of Appleton Corporate Boundary; Thence S75°53'W, 646.50 feet more or less along the said Southerly line to the West line of the East 660.00 feet of the Northeast 1/4 of the Southeast 1/4 of said Section 1; Thence Southerly 400.00 feet more or less, along said West line, to the North line of Oakridge Gardens Plat; Thence Westerly 897.50 feet more or less, along said North line, to the Northwest corner of said plat on the Corporate Limits of the City of Menasha being the East line of the West 1,082.50 feet of the Northwest 1/4 of the Southeast 1/4 of Section 1; Thence S00°46'W, 950 feet along the Westerly line of Oakridge Gardens Subdivision; Thence S46°10'W, 371.60 feet along the Westerly line of said Oakridge Gardens Subdivision; Thence S04°41'E, 80 feet to the South line of said Section 1; Thence Westerly 511.60 feet along said South line of Section 1 to the extended East line of Lot 1, CSM No. 331; Thence N00°29'27"W, 233 feet to the Northeast corner said Lot 1; Thence N89°17'00"W, 99 feet to the Northwest corner said Lot 1; Thence S00°29'27"E, 199.99 feet along the West line of said Lot 1 to the North line of Midway Road; Thence N89°17'00"W, 99 feet along the North line to the East line of Lot 2, CSM No. 997; Thence N00°01'00"E, 250.36 feet to the Northeast corner said Lot 2; Thence N88°16'56"W, 99.02 feet to the Northwest corner said Lot 2; Thence Southerly along the West line of said Southwest 1/4, of the Southeast 1/4, of Section 1 to the Southwest corner of said Southeast 1/4, of Section 1; Thence Southerly along the East line of the Northwest 1/4 of Section 12 to the Southeast corner of said Northwest 1/4 of Section 12; Thence Southerly along the East line of the Southwest 1/4 of Section 12 to the Southeast corner of Lot 6 in the Deerfield Court Plat; Thence S89°51'W, 198.9 feet along the most Southerly line of Deerfield Court Plat; Thence N30°09'W, 66 feet along the Southwesterly line of said Deerfield Court Plat; Thence S89°51'W, 165 feet along the Southerly line of said Deerfield Court Plat; Thence S26°08'E, 180.30 feet along the Northeasterly line of Meadowview Acres; Thence S76°00'W, 11 feet; Thence S14°00'E, 13.30 feet; Thence N76°00'E, 13.86 feet; Thence S26°08'E, 215 feet along the Northeasterly line of said Meadowview Acres to the centerline of Old Manitowoc Road; Thence N66°49'E, 237.22 feet along the centerline of said Old Manitowoc Road to the East line of said Southwest 1/4, of Section 12; Thence S00°09'E, 234.81 feet along said East line of the Southwest 1/4, of Section 12 to the Southeast corner of

said Southwest 1/4, of Section 12; Thence Easterly along the South line of the Southeast 1/4, of Section 12 and the South line of the Wilz Plat to a point that is 312.94 feet Easterly of the Southeasterly corner of Lot 4 of said Wilz Plat; Thence Northerly to the Southeast corner of Lot 6 of said Wilz Plat; Thence Northeasterly along the Northerly line of Lot 5 of said Wilz Plat to the Easterly line of said Wilz Plat; Thence Northerly along said Easterly line to the centerline of Old Manitowoc Road; Thence Northeasterly along the centerline of said Old Manitowoc Road to the Easterly line extended of Lot 11, Goss Plat; Thence N00°24'05"W, 151.86 feet; Thence N57°07'55"E, 66.18 feet; Thence N02°25'44"E, 138.45 feet; Thence N03°57'05"W, 204.43 feet; Thence N01°38'07"W, 886.76 feet; Thence N00°18'29"W, 551.73 feet; Thence S89°54'25"W, 11.03 feet; Thence N00°45'29"W, 190.00 feet; Thence S89°56'34"E, 126.25 feet; Thence 95.09 feet along an arc of a curve to the right having a radius of 1,393.25 feet with a chord which bears N02°43'04.5"W, 95.07 feet; Thence S89°56'29"E, 50.01 feet; Thence 95.10 feet along an arc of a curve to the left having a radius of 1,343.25 feet with a chord which bears S02°49'17.5"E, 95.08 feet; Thence S89°56'34"E, 119.58 feet; Thence S08°16'50"E, 192.01 feet; Thence S89°48'48"E, 4.29 feet; Thence S03°17'03"E, 374.56 feet; Thence S04°14'17"E, 1,078.33 feet; Thence S71°07'25"W, 160.40 feet; Thence S58°22'30"W, 90.50 feet; Thence S27°42'25"E, 266.41 feet to the centerline of Old Manitowoc Road; Thence Northeasterly along the centerline of said Old Manitowoc Road to the East line of said Section 12; Thence Northerly along said East line of Section 12 to a point described as being 150 feet North and 33 feet East of the Northeast corner of Lot 25, Assessor's Plat No. 9, Town of Menasha; Thence Westerly to the Southeast corner of Lot 20, Chateau Estates Plat; Thence Northerly 1,176.27 feet along East line of said Plat to the North line of the Northeast 1/4, Northeast 1/4, said Section 12 and the centerline of Midway Road; Thence Easterly 32.00 feet along said North line; Thence N00°00'27"W, 165.00 feet parallel with the East line of said Section 1; Thence S89°00'17"E, 297.00 feet parallel with the South line of said Section 1 to the West right-of-way line of Oneida Street and the Point of Beginning.

AREA G

August 15, 2016

TOWN OF MENASHA ATTACHMENT TO THE VILLAGE OF FOX CROSSING

A parcel of land in Section 12 and 13, T20N, R17E, Town of Menasha, Winnebago County, Wisconsin and described as follows: Commencing at the North 1/4 corner of said Section 13; Thence Westerly 434 feet along the North line of the Northwest 1/4 of said Section 13 to the centerline of Old Manitowoc Road and the Point of Beginning; Thence Westerly 339.92 feet along said North line of the Northwest 1/4 of Section 13 to the East line of Tax Parcel #760126000; Thence Southeasterly 197.7 feet along the Easterly line of said Tax Parcel to the centerline of Old Manitowoc Road; Thence Southwesterly 60 feet along said centerline of Old Manitowoc Road; Thence N27°14'W 193.89 feet along the Westerly line of said Tax Parcel to the North line of said Northwest 1/4 of Section 13; Thence Westerly along said North line of the Northwest 1/4 of Section 13 to the Easterly line of Lot 4, CSM No. 2435 extended Northerly; Thence S21°21'45"E to the Northeast corner of Lot 4, CSM No. 2435; Thence N89°09'46"W to the Northwest corner of Lot 3, CSM No. 2435; Thence S00°16'10"E, 28.16 feet along West line of said Lot 3 to the Northeast corner of Lot 2, CSM No. 2435; Thence S89°53'W, 411.28 feet to the Northeast corner of Lot 1 of CSM No. 6822; Thence S31°03'01"E, 173.87 feet along the East line of said Lot 1 to the Southeast corner thereof; Thence S45°18'29"W, 197.84 feet along the South line of said Lot 1 to the Southwest corner thereof; Thence N44°41'31"W, 166.94 feet along the West line of said Lot 1 to the Southeast corner of Lot 1, CSM No. 2748; Thence S48°22'06"W, 115.84 feet to the Southwest corner of Lot 1 CSM No. 2748; Thence S44°56'39"E, 159.94 feet along the Easterly line of Lot 2, CSM No. 4638 to the Southeast corner thereof; Thence S45°51'29"W, 95.06 feet to the Southwest corner of Lot 2, CSM No. 4636; Thence N44°43'07"W, 415.68 feet along the Southerly line of Lots 1 and 2, CSM No. 4636 to the East line of Lot 2 of CSM No. 2034 that is 146 feet Southerly of the Northeast corner of Lot 1 of CSM No. 2034; Thence Southerly 30 feet along said East line of Lot 2 CSM No. 2034 to the Southeast corner thereof; Thence Westerly along the South line of Lot 2 CSM No. 2034 extended to the East line of the Northwest 1/4 of Section 13, T20, R17E and the centerline of Melissa Street; Thence Southerly along said West line of Section 13 and the centerline of Melissa Street to a point which is 1,208.8 feet South of the Northwest corner of said Section 13; Thence Southeasterly 332 feet along the Northerly line of East Town

Condominiums to the centerline of said Old Manitowoc Road; Thence Northeasterly along said centerline of Old Manitowoc Road to the East line of Trader Plat extended Northerly; Thence Southerly along East line of said Trader Plat and its extension to the centerline of Plank Road (STH 114); Thence Easterly 35 feet to the Northeast corner of Lot 9 Porsche Plat; Thence Southerly along the East line of Lot 9 Porsche Plat to the South right-of-way line of Plank Road (STH 114); Thence 140.73 feet along the arc of a curve to the right with a radius of 1,095.92 feet and a chord of 140.63 feet that bears N82°07'16"E along said South right-of-way line to the West line of Lot 7 Porsch Plat; Thence S00°40'58"E, 148.49 feet along said West line; Thence N88°48'27"E, 65.00 feet; Thence N00°40'58"W, 150.00 feet to the South line of Plank Road (STH 114); Thence N88°48'27"E, 78.02 feet long said South line to the West line of Lot 6 Porsche Plat; Thence S00°40'58"E, 440.00 feet along said West line and the West line of Lot 1, CSM 3340 to the Southwest corner thereof; Thence N88°48'27"E, 297.65 feet along the South line of Lots 1 and 2, CSM 3340 to the Southeast corner of Lot 2 on the West line of Lot 4 Porsche Plat; Thence N00°40'58"W, 440.00 feet along the East line of Lot 2, CSM 3340 and the West line of Lot 4 Porsche Plat, to the South line of Plank Road (STH 114); Thence N88°48'27"E, 315.48 feet along said South line to the West line of Lot 2 Porsche Plat; Thence S00°40'58"E, 110.00 feet along said West line; Thence N88°48'27"E, 146.45 feet to the West line of Lot 1 Porsche Plat; Thence N00°40'58"W, 110.00 feet along said West line to the South line of Plank Road (STH 114); Thence N88°48'27"E, 106.26 feet along said South line; Thence S64°38'26"E, 93.76 feet along said South line to the West line of Brighton Beach Road; Thence S00°40'58"E, 116.86 feet along said West line; Thence S00°40'58"E, 1,028.81 feet along the West line of Brighton Beach Road to the North line of a railroad; Thence Southwesterly 894.00 feet more or less along said North line of a railroad to the most Westerly corner of Tax Parcel #0080446; Thence Easterly along the South line of said tax parcel to the South line of the railroad (North right-of-way line of Rue Reynard Road); Thence Northeasterly along said South line of the railroad (North right-of-way line of Rue Reynard Road) to the West line of the Government Lot 2 of said Section 13; Thence Southerly along the North-South 1/4 line of Section 13 to the North line of Lot 1 of the replat of "Block 3 and Lots 16, 17, 18 and 19 of Block 1 of the Brighton Beach Plat"; Thence Northeasterly along the North line of said Lot 1 of replat to the Northeast corner of said Lot 1; Thence Southeasterly along the Easterly line of said Lot 1 to the Southeast corner of said Lot 1 being the ordinary high water line of Lake Winnebago; Thence Easterly along said ordinary high water line to the East line of Government Lot 1 of said Section 13; Thence Northerly along said East line to the North line of a railroad and the Southeast corner of Tax Parcel 750051615; Thence 649.91 feet along said North line and along the arc of a curve to the left with a radius of 4,347.28 feet and a chord of 649.31 feet that bears S83°05'21"W to the East line of Lot 2 of CSM No. 4428; Thence N00°25'46"W, 515.36 feet along said East line to the South line of Assessor's Plat No. 8; Thence S89°55'17"W, 316.49 feet along said South line to the Northeast corner of Lot 1 of CSM No. 4428; Thence S00°22'05"E, 226.13 feet along the East line of said Lot 1; Thence S73°32'51"W, 89.08 feet along the South line of said Lot 1; Thence S89°20'00"W, 1,301.61 feet along said South line; Thence N55°43'24"W, 124.33 feet along said South line to a West line of said Lot 1; Thence N00°40'58"W, 64.45 feet along said West line to a South line of said Lot 1 of CSM No. 4428; Thence S89°55'17"W, 130.00 feet along said South line to the West line of the Northeast 1/4 of said Section 13; Thence N00°40'58"W, 84.00 feet along said West line and the City of Menasha Corporate Boundary to a South line of the said Corporate Boundary; Thence S89°55'17"W, 50.00 feet along the South line of the said Corporate Boundary to the West line of Brighton Beach Road; Thence N00°40'58"E, 6.00 feet along said West line; Thence N89°55'17"E, 50.00 feet along a North line of said Corporate Boundary; Thence N89°55'17"E, 130.00 feet; Thence N00°40'58"W, 40.00 feet to the South line of Assessor's Plat No. 8; Thence N89°55'17"E, 1,490.56 feet along said South line to the Southeast corner of Lot 17 of Assessor's Plat No. 8; Thence N00°22'05"W, 160.41 feet along the East line of said Lot 17 to the South line of Plank Road (STH 114); Thence S83°15'37"E, 35.26 feet along said South line; Thence N88°20'57"E, 404.78 feet continuing along said South line to the East line of Lot 20 of Assessor's Plat No. 8; Thence S00°20'43"E, 167.33 feet along said East line to the Southeast corner of said Lot 20; Thence N89°55'17"E, 289.67 feet along the South line of Lot 21 and Lot 22 of Assessor's Plat No. 8; Thence S00°20'55"E, 125.00 feet parallel with the East line of Government Lot 1 said Section 13;

Thence N89°55'17"E, 200.00 feet to the West line of South Oneida Street; Thence N00°20'55"W, 125.00 feet along said West line; Thence S89°55'17"W, 171.30 feet to the Southwest corner of Lot 23 of Assessor's Plat No. 8; Thence N00°20'55"W, 176.07 feet along said West line to the South line of Plank Road (STH 114); Thence N88°20'57"E, 204.35 feet along said South line and extending to the East line of the Northeast 1/4 of said Section 13; Thence Northerly along said East line to the Northeast corner of Section 13 (Southeast corner of Section 12); Thence Northerly 808.61 feet along the East line of Section 12 to a Southerly line of the City of Menasha Corporate Boundary; Thence Westerly along said Southerly line to the Westerly right-of-way line of Oneida Road (USH 10); Thence Southerly along said Westerly right-of-way line of Oneida Road (USH 10) to the Southeast corner of Lot 10 Van Groll's Subdivision; Thence N89°36'38"W, 37 feet along said Westerly right-of-way line; Thence S00°15'44"W, 205.25 feet along said Westerly right-of-way line; Thence S43°51'28"W, 101.16 feet along said Westerly right-of-way line; Thence S87°27'11"W, 32.52 feet along said Westerly right-of-way line to the East line of Lot 13 Van Groll's Subdivision; Thence N00°25'11"E, 133 feet more or less to the Northeast corner of Lot 13 Van Groll's Subdivision; Thence Westerly along the Northerly line of said Van Groll's Subdivision to the Northeast corner of Lot 41 of said Van Groll's Subdivision; Thence Northerly 10 feet along the extended East line of said Lot 41, Van Groll's Subdivision; Thence Westerly 170 feet parallel with said Northerly line of Van Groll's Subdivision; Thence Southerly 10 feet along the extended West line of Lot 42 of said Van Groll's Subdivision to the Northwest corner of said Lot 42; Thence Westerly along said North line of Van Groll's Subdivision to the Northwest corner of Van Groll's Subdivision on West line of the Northeast 1/4 of Section 13; Thence Northerly along said West line of the Northeast 1/4 of Section 13 to the Northeast corner of Lot 1 CSM No. 4776; Thence Westerly 396 feet along the extended North line of said CSM No. 4776; Thence Southerly 103 feet parallel with the East line of the Northwest 1/4 of Section 13; Thence Westerly 186.9 feet parallel with the centerline of Plank Road to the East line of Lot 2, CSM No. 3056; Thence Northerly 729.11 feet to the Northeast corner of Outlot 1, CSM No. 3056 being 578.4 feet West of the East line of said Northwest 1/4 of said Section 13; Thence N62°56'E to the Southwest corner of Tax Parcel #750089600; Thence N27°04'W, 144.75 feet along the Westerly line of said Tax Parcel to the centerline of Manitowoc Road; Thence N62°56'E, 110.6 feet along the centerline of said Manitowoc Road to said North line of the Northwest 1/4 of Section 13 and the Point of Beginning.

Excluding the following three City of Menasha Island Parcels surrounded by the Town of Menasha

City Island Parcel 1

Tax Parcel #710078600 and #710078601 and #710078202

All that part of the Southeast 1/4 of the Southeast 1/4 of Section 10, T20N, R17E, City of Menasha, Winnebago County, Wisconsin described as follows: Commencing Southeast corner of said Section 10; Thence North 538 feet; Thence West 660 feet to the Southwest corner of Tax Parcel 710078202 and the Point of Beginning; Thence Easterly 476 feet, more or less, to the Westerly right-of-way line of CTH P; Thence Northerly 396 feet more or less along said Westerly line to a point that is North 89°52'49"W, 75.49 feet of a point on the East line of said Southeast 1/4 being 1,742.23 feet South of the East 1/4 corner of said Section; Thence N89°52'49"W, 583.06 feet; Thence Southerly 00°19'48"W, 376.99 feet to the Point of Beginning.

City Island Parcel 2

Tax Parcel #710078201

That part of the Southeast 1/4, Southeast 1/4 of Section 10, T20N, R17E in the City of Menasha, Winnebago County, Wisconsin; Commencing at Southeast corner of Section 10; Thence North 373 feet; Thence West 483.2 feet to the Southwest corner of Tax Parcel 710078201 and the Point of Beginning; Thence Northerly 75 feet to the Northwest corner said tax parcel; Thence Easterly to the West line of CTH P and the Northeast corner said tax parcel; Thence Southwesterly along the West line of said highway to the Southeast corner said tax parcel being 363.2 feet West and 373 feet North of the Southeast corner of Section 10; Thence Westerly 120 feet to the Point of Beginning.

City Island Parcel 3

Tax Parcel #740100301

All that part of the West 1/2 of the Southwest 1/4, Section 11 T20N, R17E, City of Menasha, County of Winnebago, State of Wisconsin described as follows: Commencing at the West 1/4 corner of Section 11; Thence Southerly 183 feet on the West line of the West 1/2 of the Southwest 1/4; Thence Easterly 33 feet to the East right-of-way line of CTH P to the Northeast corner of Tax Parcel 740100301 and the Point of Beginning; Thence Easterly 120 feet; Thence Southerly 81.75 feet; Thence Westerly 120 feet to the East line of said highway; Thence Northerly 81.75 feet to the Point of Beginning.