

**MEDIATED COOPERATIVE PLAN AGREEMENT
BETWEEN THE VILLAGE OF JACKSON, WISCONSIN
AND THE TOWN OF JACKSON, WISCONSIN**

Mediated Cooperative Plan Agreement (“Agreement”) dated this _____ day of _____, 2017, by and between the Village of Jackson, Wisconsin, a Wisconsin municipal corporation (“Village”) and the Town of Jackson, Wisconsin, a Wisconsin town (“Town”) the Village and Town collectively the “Parties.”

Recitals

WHEREAS, the Parties previously entered into an agreement entitled “Revenue Sharing Agreement and Cooperative Boundary Plan,” dated in 1999, and subsequently amended in 2005 and in 2008 (collectively, the “Prior Agreement”); and

WHEREAS, pursuant to the Prior Agreement, the Village and the Town undertook certain responsibilities, including, without limitation, various boundary adjustments pursuant to a specified timetable by means of attachments of parcels of real estate located in the Town to the Village; and

WHEREAS, in consideration for the Town’s performance of various responsibilities as defined in the Prior Agreement, including the above-referenced attachments, the Village extended public sewer and water services to areas within the Town without exercising the Village’s right to require annexations as a condition precedent to the extension of public sewer and water services benefitting the relevant real estate; and

WHEREAS, a lawsuit has been filed by certain Town residents in Washington County Circuit Court, entitled *Jackson Town Residents Against Attachment (“JTRAA”) and Winter Hess v. Village of Jackson and Town of Jackson, Case No. 14-CV-0897* (“Lawsuit”); and

WHEREAS, the Lawsuit alleges that the Prior Agreement was not established in compliance with statutory requirements of Wis. Stat. § 66.0307 and was therefore void; and

WHEREAS, the Village and the Town desire to address the alleged legal deficiencies of the Prior Agreement by entering into an entirely new cooperative plan agreement pursuant to the statutory procedure set forth in Wis. Stat. § 66.0307(4m); and

WHEREAS, the Village Board and the Town Board, respectively, have complied with the procedures set forth in Wis. Stat. § 66.0307(4m); and

WHEREAS, it is the mutual intent of the Village and the Town that the Agreement herein fully supersede the Prior Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, and other good and valuable consideration the receipt and sufficiency of which are mutually acknowledged, the parties agree, as follows:

1. Mediated Agreement. The parties agree that this Agreement constitutes a “mediated agreement” as described in Wis. Stat. § 66.0307(4m). It is the Parties’ intent that the provisions of this Agreement and Wis. Stat. § 66.0307(4m) supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of this Agreement irreconcilably conflicts with a provision of Wis. Stat. § 66.0307(4m), the provision of the statute shall govern. Furthermore, the Parties stipulate that a court having jurisdiction is hereby authorized to sever the offending provision and substitute a new, non-offending provision or impose other appropriate remedies as allowed by law.

2. Further Actions. The Parties agree to take such further action(s) that may be necessary to obtain the approval and enforcement of this Agreement pursuant to Wis. Stat. § 66.0307(4m) and, in addition, the Parties agree to execute such additional documents that either party may reasonably request including, without limitation, the preparation or revision of maps, the recordation of this Agreement with the Washington County Register of Deeds, the filing of this Agreement with relevant federal, state, county or local agencies, and the adoption or rescission of any ordinances required to implement this Agreement. The preceding list of further actions includes, without limitation, (a) conducting a joint public hearing prior to the submission of this Agreement to the Wisconsin Department of Administration (“Department”), and (b) making appropriate amendments to the existing joint comprehensive plan to reflect this new Agreement and the rescission of the Prior Agreement. In addition, upon the Department’s approval of this Agreement, which is deemed the effective date (“Effective Date”), the Parties shall seek dismissal of the Lawsuit. Upon dismissal of the Lawsuit the \$150,000 bond filed by the Town as security to protect the Village shall be distributed pursuant to the provisions of Section 5, below. With regard to the dismissal of the Lawsuit, neither party will seek attorneys’ fees or costs arising out of or relating to the Lawsuit and the Parties, together, will oppose the award of attorneys’ fees or costs to any other party to the Lawsuit.

3. Repeal of 2014 Attachment Ordinance. Upon the Effective Date, Village Ordinance #14-04 entitled “AN ORDINANCE ATTACHING CERTAIN LANDS TO THE VILLAGE OF JACKSON” shall be automatically rescinded and shall be deemed of no force and effect without further action required of the Village Board; provided, however, that any agreements adopted by the Village and the Town in conjunction with the Prior Agreement shall remain in full force and effect unless and until these other agreements have been terminated according to their terms or declared invalid or unenforceable by a court of competent jurisdiction.

4. Attachment of Town Territory. Attached and incorporated by reference is a map depicting territory currently within the Village, territory currently within the Town, Town territory that will be attached to the Village pursuant to this Agreement, and Town territory that

is not subject to attachment pursuant to this Agreement. Complete legal descriptions of the various Town territories affected by this Agreement are referenced in Exhibit A and Exhibits B-1 through B-8.

Immediately upon the Effective Date, the Town Territory identified in Exhibit A as “Paloroma Farms” will be attached to the Village (“Paloroma Farms Attachment Territory”). Effective January 1, 2021 the Town Territory identified in Exhibit B-1, Exhibit B-2, Exhibit B-3, Exhibit B-4, Exhibit B-5, and Exhibit B-6 will be attached to the Village (“2021 Attachment Territory”). Effective January 1, 2030 the Town Territory identified in Exhibit B-7 and Exhibit B-8 will be attached to the Village (“2030 Attachment Territory”). However, the Town Territory identified in Exhibit B-8 is subject to earlier attachment, but no sooner than January 1, 2021 if the ownership of Exhibit B-8 property is transferred for any reason or if the residents currently occupying Exhibit B-8 property vacate the property. Regardless, the Town Territory identified in Exhibit B-8 shall be attached no later than January 1, 2030.

Hereinafter the Paloroma Farms Attachment Territory; the 2021 Attachment Territory and 2030 Attachment Territory, will collectively be identified as: “Attached Territory.” After each of the territory attachments respectively, except as otherwise specifically set forth herein, the Town shall have no further jurisdiction whatsoever with respect to the Attached Territory, and the Attached Territory is attached to the Village for all purposes including, without limitation, voting, taxation, and the enforcement of Village ordinances. From the Effective Date, 2021 Attachment Territory and 2030 Attachment Territory shall only be subject to voluntary annexations prior to their effective attachment date stated herein. Otherwise, nothing in this Agreement is intended to prevent the Village from annexing land outside the Attached Territory within the Town. All other Town Territory, not protected as Attached Territory, is subject to Wisconsin law for annexation, consistent with Wis. Stat. § 66.0217, and the Town acknowledges the Village’s right to require the annexation of such Town Territory if the owner seeks either or both Village sewer or water service, except as otherwise allowed by the Village under the INTERGOVERNMENTAL AGREEMENT REGARDING PROVISION OF LIMITED WATER SERVICE.

Attachments will occur through the adoption of an attachment ordinance under Wis. Stat. § 66.0307(10). The attachment ordinance will be filed and recorded in the manner described in Wis. Stat. § 66.0307(10).

In establishing the attachment areas, the Village and Town focused on areas that were logical expansions of existing growth areas as well as areas that were identified for attachment under their predecessor agreement. These are the areas that will allow for compact growth that can be efficiently served by reasonable expansions of services.

5. Payment to Village. The Town shall pay the Village in immediate funds the sum of \$30,000 within 30 days of the latter of both (a) the Effective Date, and (b) the date that the \$150,000 bond referenced in Section 2, above, has been returned to the Town.

6. Utility Services. The Town acknowledges that the Village has been providing and continues to provide public sewer and water services to the Attached Territory; as well as

water services only to other areas ("Other Areas") as provided under the INTERGOVERNMENTAL AGREEMENT REGARDING PROVISION OF LIMITED WATER SERVICE. A portion of the Other Areas is identified on the attached map. (The parties acknowledge that the Other Areas on the attached map does not include the entirety of the Other Areas that are entitled to receive water services only pursuant to the INTERGOVERNMENTAL AGREEMENT REGARDING PROVISION OF LIMITED WATER SERVICE.) Public sewer and water joint services are, henceforth, referred to as "Utility Services." The continuation of water only services to the Other Areas is addressed in more detail in Section 7, below. Unless the context otherwise requires, the parties agree as follows to the provision of Utility Services to the Attached Territory:

- (a) Further, the Town agrees that the Village has no obligation to provide Utility Services to any other area of the Town unless the Village Board expressly agrees, at its sole discretion, in writing, to the extension of Utility Services to any other area within the Town.
- (b) The Village shall own and operate all sewer and water infrastructure located within the Attached Territory and the Other Areas and, further, the Town hereby waives any ownership interest therein.
- (c) The execution of this Agreement by the Town constitutes the Town's grant unto the Village both the right and privilege for the Village to place sewer and water facilities within Town road rights-of-way in order to provide Utility Services authorized by this Agreement. The Town also acknowledges that the preceding authorization is made pursuant to Wis. Stat. § 66.0425, and that the Village is not required to pay a fee or post a bond in order to exercise any rights granted pursuant to this statute. However, in exercising any such right, the Village shall first notify the Town as to the nature and location of the utility infrastructure to be installed. The Village is required to restore all such Town road rights-of-way to a condition reasonably comparable to the conditions existing prior to the installation of the utility infrastructure.
- (d) All users of the Utility Services provided by the Village, whether already connected or to be connected, are required to comply with applicable rules, regulations, and orders of the Village relating to the provision of the Utility Services. The Village agrees that prior to and subsequent to the Effective Date of this Agreement, and continuing thereafter, all Town users shall pay the same sewer and water rates, impact fees, connection charges, and related fees that are in effect for users located within the Village that are receiving Utility Services.
- (e) If a user of Utility Services should, at any time, fail timely to pay to the Village any sewer or water service charge, fee, connection fee, or other expense ("Charges") as required under applicable Village ordinances

relating to the provision of Utility Services, then in any such event, the Village may proceed to collect any or all of the foregoing in any manner provided for by law. The Parties further agree, as follows:

- i. The Village shall comply with all applicable statutes and ordinances relating to the provision of notices to a delinquent user of Utility Services; and
 - ii. The Village shall notify the Town on or after November 16 in any relevant year of the matters described in Wis. Stat. § 66.0809(3)(b), or other applicable statutes; and
- (f) If the Village, subsequent to the Effective Date, determines to make capital improvements to the Utility Services, then, in any such event, the Village may finance the cost of construction of such improvements by including such costs in the rates for Utility Services, or, at the Village's option, by special assessments levied pursuant to Wis. Stat. § 66.0703, or in any other manner authorized by law.
- (g) For services not otherwise directly addressed in this Agreement, the Town will provide all services until the property is attached to the Village. At the time of attachment, all services will be provided by the Village.

7. Water Services to the Other Areas. In addition to the provisions of Section 6, above, the Village and the Town shall continue to comply with the various terms and conditions of an agreement executed by the Village and the Town on March 13, 2014 entitled "INTERGOVERNMENTAL AGREEMENT REGARDING PROVISION OF LIMITED WATER SERVICE," ("Water Agreement"). However, the parties agree to the following additional provisions applicable to the Water Agreement:

- (a) The parties stipulate that the Limited Water Service area, as defined in the Water Agreement, shall constitute the Other Areas for purposes of this Agreement. On the date that any Attached Territory is attached to the Village, the Water Agreement shall thereafter apply only to the Other Areas.
- (b) The provisions of this Agreement and the Water Agreement supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of this Agreement irreconcilably conflicts with a provision of the Water Agreement, the provision of this Agreement shall govern.
- (c) If the Village is required to obtain the approval of the Wisconsin Public Service Commission ("PSC") and to the terms and provisions of this Section 7, the Town shall reasonably cooperate in connection therewith. Any PSC approval, if so required, shall be obtained prior to the date of the

attachment of the Attached Territory. Thereafter, the provisions of this Section 7 shall apply only to the Other Areas.

8. Town Street Addresses. Subsequent to the date when the Attached Territory is attached to the Village, the property owners within the Attached Territory will retain their current postal addresses within the Attached Territory.

9. Letter Annexation Agreements. Commencing on or about January 1, 2015 to the Effective Date, the Village has required Town property owners within the 2021 Attachment Territory and 2030 Attachment Territory to sign letters obligating them contractually or otherwise to annex their properties to the Village at a future date and time, other than the dates and times specified herein, to receive Utility Services, and if they did not sign such Letter Agreements the Village refused to provide the Utility Services. Consistent herein, the Village hereby rescinds all such letters contractually obligating such Town residents. A copy of such a letter is attached hereto marked Exhibit C and incorporated herein by reference.

10. Planning Period. The planning period for purposes of this Agreement shall begin 61 days after the Department of Administration approval, assuming no legal action is brought under 66.0307(10) and will terminate upon the completion of the 2030 attachment. This planning period is necessary in order to allow for the implementation of all attachments provided for herein.

11. Consistency with Comprehensive Plans. The Village and Town are currently parties to a Joint Comprehensive Plan entitled "Village and Town of Jackson Comprehensive Plan: 2035." This Joint Comprehensive Plan was adopted in August of 2009 and was incorporated into Washington County's "Multi-jurisdictional Comprehensive Plan for Washington County: 2035." This Agreement is consistent and compatible with the Joint Comprehensive Plan. The Joint Comprehensive Plan is largely structured around the implementation of the predecessor Village-Town boundary agreement of 1999, as amended in 2005 and 2008. The predecessor Village and Town boundary agreement is referenced throughout the Joint Comprehensive Plan, including in provisions addressing Analysis and Development of Community Policies and Programs, Utility Service, Intergovernmental Cooperation, Annexations, Land Use Controls, Implementation Activities, and Town Survey. This Agreement is the equivalent of the predecessor Village and Town boundary agreement for purposes of consistency as both specify boundary changes between the Village and Town using an attachment process through 2030 as well as related utility services. Upon approval of this Agreement, the parties will review the Joint Comprehensive Plan to consider any necessary updates to Washington County's Multi-jurisdictional Plan.

12. Interpretation. The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution of this Agreement, each party has had full and adequate opportunity to have this Agreement reviewed by its own respective legal counsel. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney may have drafted this Agreement or any part of this Agreement. References in this Agreement to any particular agency, organization, or official shall be interpreted as applying to any successor agency, organization, or official, or to any other

agency, organization, or official to which intended functions are transferred by statute or ordinance. Any reference in this Agreement to any particular statute or ordinance will be interpreted as applying to such statute or ordinance as recreated, renumbered, or amended as the case may be, from time to time. This Agreement is consistent with current state and federal law, shoreland ordinances, municipal regulations, and administrative rules that apply in the Village and Town. This Agreement will be interpreted consistent with applicable law, and it acknowledges that other sources of law may supersede this Agreement. The intent of the Agreement was to avoid conflict with any applicable law.

13. Other Agreements. Except as specifically provided herein, this Agreement does not supersede other contracts, agreements, awards between the parties (“Other Agreements”), and the Other Agreements shall remain in full force and effect. This Agreement and the Other Agreements are intended to supplement and complement each other and shall, where possible, be thus interpreted.

14. Cooperation with Governmental Agencies. The parties acknowledge that, in order to effectively implement the terms and conditions of this Agreement, it may be necessary to obtain the cooperation or approval of other governmental agencies, including, without limitation, the Department, the PSC, the Wisconsin Department of Revenue, Washington County and its various departments, Southeastern Wisconsin Regional Planning Commission, and the U.S. Postal Service. In all matters necessary to implement this Agreement, the parties agree to seek the cooperation and approval of all relevant agencies. And, to the extent practicable, the parties shall, where necessary to obtain such required approval(s), submit a single, joint request.

15. Litigation Covenant. The parties agree to the following litigation covenants:

- (a) Except as is otherwise expressly provided in this Agreement, the parties hereby waive any right to commence or maintain, and hereby agree not to commence or maintain, any civil action to contest or challenge the validity or enforceability of this Agreement or any of its provisions. The preceding shall not be construed as preventing a party from commencing or maintaining a declaratory judgment action regarding the interpretation of this Agreement (provided and to the extent that the party’s position is consistent with a good faith interpretation of the Agreement and does not challenge the validity or enforceability of the Agreement or any of its provisions), or an action seeking damages for breach of this Agreement.
- (b) The parties agree that neither will directly or indirectly cooperate with a third party challenging the validity or enforceability of this Agreement or any of its provisions. If either party is impleaded in any lawsuit by a third party challenging the validity or enforceability of this Agreement or any of its provisions, the impleaded party will immediately stipulate that it does not oppose the validity or enforceability of this Agreement or any of its provisions. The provisions of this Section 13(b) shall not be construed to prevent the Town Board from circulating this Agreement or explanations of this Agreement to Town residents or other interested parties.

16. Miscellaneous Provisions. The parties agree to the following additional miscellaneous provisions:

- (a) Amendments. This Agreement may be amended only upon the prior, express written approval of both the Town and the Village pursuant to a duly-adopted resolution and only in compliance with applicable law.
- (b) Continued Enforceability. The enforceability of this Agreement is not affected by statutory amendments, changes in the forms of Village or Town government, or changes in Village or Town elected officials. Furthermore, this Agreement shall be construed to be binding upon the parties' respective successors, agents and employees.
- (c) No Waiver. The failure of either party to require strict performance with regard to any provision of this Agreement does not constitute a waiver of the provision or of any of the parties' rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A written waiver must be signed by the party waiving the relevant right. Waiver of one right, or release of one obligation, does not constitute a waiver or release of any other right or obligation of either party.
- (d) Performance Standard. This Agreement requires the parties to act or to refrain from acting on a number of matters. The parties acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a party, the consent or approval shall not be unreasonably withheld, delayed or conditioned.
- (e) No Waiver of Immunity. Nothing contained within this Agreement is intended to be a waiver or estoppel of the Village or Town or their insurers to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes Sections 345.05 and 893.80, as amended.
- (f) No Third Party Beneficiary. This Agreement is intended to be solely between the Village and the Town. Nothing in this Agreement grants any third party beneficiary rights to any non-party of this Agreement. Notwithstanding the preceding, the Village and the Town acknowledge and agree that the JTRAA has standing to enforce the terms of this Agreement provided the JTRAA abides by the litigation covenants set forth in Section 13, above.
- (g) Notice. Any notice (including a notice of a change of address) permitted or required to be given pursuant to the provisions of this Agreement must be in writing and sent by certified mail-return receipt requested, by overnight commercial courier, or by hand delivery to the parties to the following addresses:

Village: Village of Jackson
Attn: Village President
N168 W20733 Main Street
P.O. Box 637
Jackson, WI 53037

Copies to: Village of Jackson
Attn: Village Clerk/Treasurer
N168 W20733 Main Street
P.O. Box 637
Jackson, WI 53037

Mr. John A. St. Peter
Edgerton, St. Peter, Petak & Rosenfeldt
10 Forest Avenue, Suite 200
P.O. Box 1276
Fond du Lac, WI 54936-1276

Town: Town of Jackson
Attn: Town Chairperson
3146 Division Road
Jackson, WI 53037

Copies to: Town of Jackson
Attn: Town Clerk
3146 Division Road
Jackson, WI 53037

Mr. Timothy J. Andringa
Cramer, Multhauf & Hammes, LLP
1601 E. Racine Avenue, Ste. 200
P.O. Box 558
Waukesha, WI 53186-6800

Notice properly given pursuant to this Section 1 4(f) is deemed effective two (2) business days after mailing. However, notice properly given by overnight commercial courier will be deemed effective one (1) business day following deposit thereof with such courier for overnight delivery.

- (h) Counterparts. This Agreement may be signed in one or more counterparts each of which, taken together, shall be deemed the same document. Furthermore, facsimile and digital pdf signatures constitute the same as an original signature.

IN WITNESS WHEREOF, the Village and the Town certify that this Agreement has been duly approved by the respective governing bodies in accordance with all applicable state and local laws, regulations and ordinances, and each party has caused their duly authorized officers to execute this Agreement.

[This area left blank intentionally.]

VILLAGE OF JACKSON

The undersigned officers of the Village of Jackson have executed this Agreement pursuant to a duly-adopted resolution of the Village Board dated May 8, 2018.

By: Michael E. Scholt
Village President

Date: 5/18/2018

By: John P. Nottke
Village Administrator

Date: 05/18/2018

[This area left blank intentionally.]

TOWN OF JACKSON

The undersigned officers of the Town of Jackson have executed this Agreement pursuant to a duly-adopted resolution of the Town Board dated 10 May 2018.

By: Ray Herdeth
Town Chairperson

Date: 5-17-18

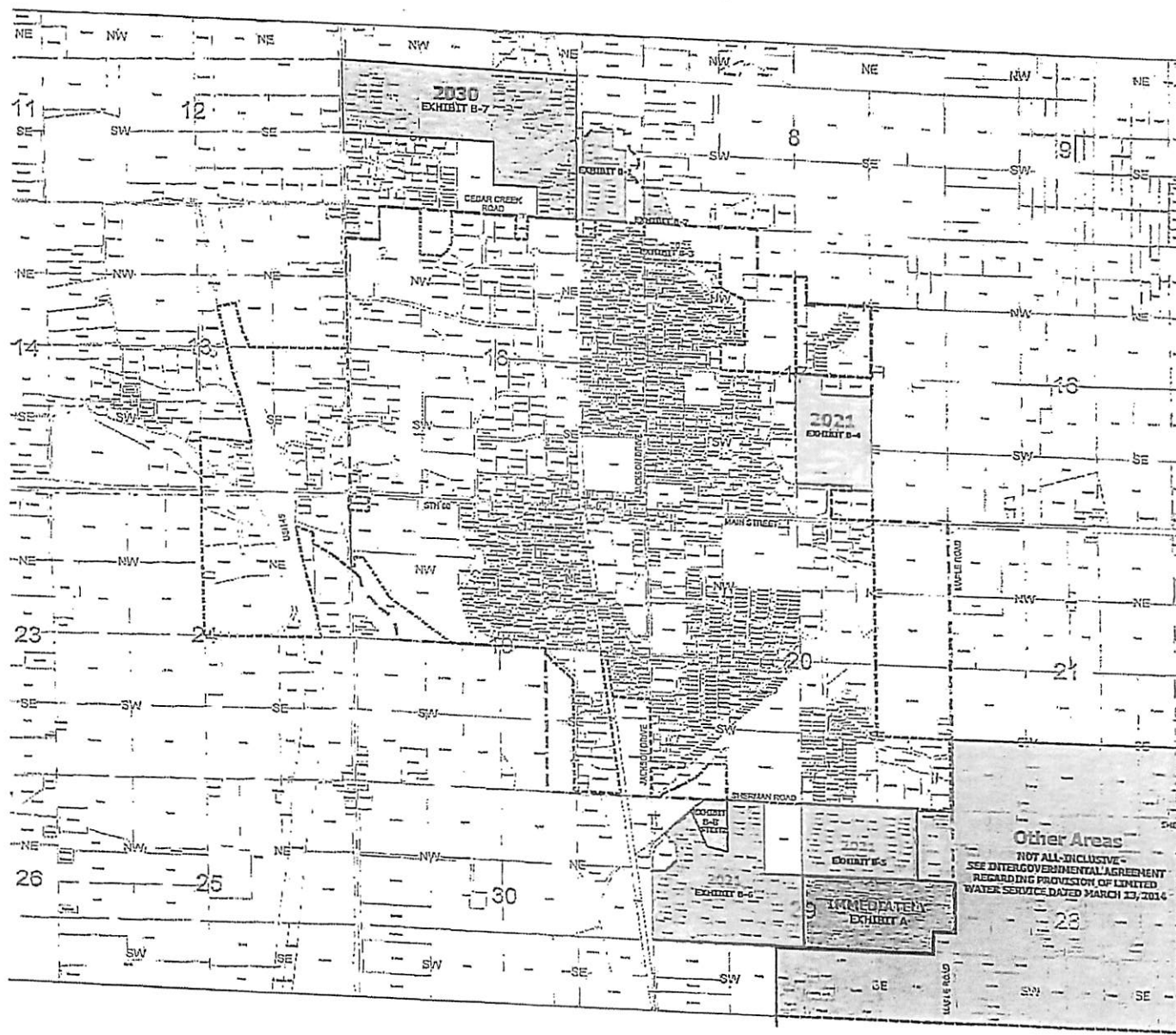
By: Julia Oliver
Town Clerk

Date: 5/17/2018






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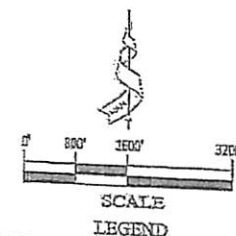
MAP DEPICTING TERRITORY WITHIN THE VILLAGE,
TERRITORY THAT WILL BE ATTACHED TO THE VILLAGE,
AND OTHER AREAS THAT ARE NOT SUBJECT TO ATTACHMENT
PURSUANT TO THIS AGREEMENT






(See attached)



Property to be Attached to the
Village of Jackson —
Immediately; in 2021; between
2021-2030; and in 2030.

-  To be Attached Immediately
(EXHIBIT A)
-  To be Attached in 2021
(EXHIBIT B-1)
(EXHIBIT B-2)
(EXHIBIT B-3)
(EXHIBIT B-4)
(EXHIBIT B-5)
(EXHIBIT B-6)
-  To be Attached in 2030
(EXHIBIT B-7)
-  To be Attached in 2021-2030
No sooner than 01/01/2021; upon
transfer of ownership of the property;
upon vacation of the property by the
State; and no later than 01/01/2030.
(EXHIBIT B-8)
-  Other Areas ~ Those Town Parcels
Connected to the Village of Jackson
Water Utility Per Intergovernmental
Agreement dated March 13, 2014.
—NOT SUBJECT TO ATTACHMENT—



-  VILLAGE LIMITS
-  2015 MAX. VILLAGE LIMITS
-  PARCELS
-  SECTION
-  QUARTER SECTION

09/07/2017

EXHIBIT A

Paloroma Farms Attachment Territory

(See attached)

Exhibit A

Lands being part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 29, T10N, R20E, Town of Jackson, Washington County, Wisconsin, bounded and described as follows:

Commencing at the east quarter corner of Section 29, T10N, R20E;
thence S89°57'58"W, along the south line of the Northeast $\frac{1}{4}$ of said Section 29, 366.56 feet, more or less, to the point of beginning;
thence S89°57'58"W, along the south line of the Northeast $\frac{1}{4}$ of said Section 29, 2260.86 feet, more or less, to the southwest corner of the Northeast $\frac{1}{4}$ of said Section 29;
thence N01°05'42"W, 1317.27 feet, more or less, to the northwest corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 29;
thence S89°57'24"E, 2627.32 feet, more or less, to the northeast corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 29;
thence S01°03'31"E, along the east line of the Northeast $\frac{1}{4}$ of said Section 29, 917.53 feet, more or less;
thence S88°56'29"W, 365.50 feet, more or less;
thence S01°03'31"E, 389.65 feet, more or less, to the point of beginning.

Description includes Tax Parcel Numbers:

T7-0751

T7-075200A

EXHIBITS B-1 THROUGH B-8

**2021 and 2030
Attachment Territory**

(See attached)

Exhibit B-1

Lands being part of the Southeast ¼ of the Southeast ¼; and part of the Northeast ¼ of the Southeast ¼ of Section 7, T10N, R20E, Town of Jackson, Washington County, Wisconsin, including all of Weinand's Hidden Creek and all of Parcel 1 of Certified Survey Map #5169, bounded and described as follows:

Commencing at the southeast corner of Section 7, T10N, R20E;
thence N88°54'08"W, along the south line of the Southeast ¼ of said Section 7, 329.08 feet, more or less, to the point of beginning;
thence N88°54'08"W, along the south line of the Southeast ¼ of said Section 7, 748.26 feet, more or less, to the east right-of-way line of the railroad;
thence N00°25'23"W, along the east right-of-way line of the railroad, 1385.00 feet, more or less;
thence N38°06'35"E, 289.89 feet, more or less, along the northerly line of Weinand's Hidden Creek;
thence S88°54'08"E, 355.00 feet, more or less, along the northerly line of Weinand's Hidden Creek;
thence S00°38'52"E, 300.00 feet, more or less, along the northerly line of Weinand's Hidden Creek;
thence S88°46'57"E, 205.33 feet, more or less, along the northerly line of Weinand's Hidden Creek;
thence S00°41'19"E, 1316.34 feet, more or less, to the point of beginning.

Description includes Tax Parcel Numbers:

T7-015200D
T7-0152001
T7-0152002
T7-0152003
T7-0152004
T7-0152005
T7-0152006
T7-0152007
T7-0152008
T7-0152009
T7-0152010
T7-0152011
T7-0152012
T7-0152013
T7-0152014
T7-0152016
T7-0152016
T7-0152017
T7-0152018
T7-0152019
T7-0152020
T7-0152021
T7-0152022
T7-0152023

Exhibit B-2

Lands being part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, T10N, R20E, Town of Jackson, Washington County, Wisconsin, including all of Certified Survey Map #5496, bounded and described as follows:

Beginning at the southwest corner of Section 8, T10N, R20E;
thence N00°38'52"W, along the west line of the Southwest $\frac{1}{4}$ of said Section 8, 657.81 feet, more or less;
thence S89°35'39"E, 33.01 feet, more or less, to the east right-of-way line of Jackson Drive;
thence S00°38'52"E, along the east right-of-way line of Jackson Drive, 26.28 feet, more or less to a meander corner that is S00°38'52"E 26 feet, more or less from the centerline of a creek;
thence S73°14'28"E along a meander line, 286.24 feet, more or less;
thence S13°32'23"E along a meander line, 147.05 feet, more or less;
thence S22°26'19"E along a meander line, 406.87 feet, more or less, to a meander corner that is N89°36'49"W 30 feet, more or less from the centerline of a creek;
thence S89°36'49"E, along the north right-of-way line of Cedar Creek Road, 30.20 feet, more or less to the centerline of a creek;
thence S22°26'19"E along the centerline of a creek, 35.78 feet, more or less, to the south line of the Southwest $\frac{1}{4}$ of said Section 8;
thence N89°36'49"W, along the south line of the Southwest $\frac{1}{4}$ of said Section 8, 533.55 feet, more or less, to the point of beginning; including the lands between the centerline of said creek and the meander line.

Description includes Tax Parcel Numbers:

T7-016600B

T7-016600C

T7-016600D

Exhibit B-3

Lands being part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, T10N, R20E, Town of Jackson, Washington County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of Section 17, T10N, R20E;
thence S00°46'47"E, along the west line of the Northwest $\frac{1}{4}$ of said Section 17, 285.00 feet, more or less, to the point of beginning;
thence N89°13'14"E, 217.80 feet, more or less;
thence S00°46'47"E, 200.00 feet, more or less;
thence S89°13'14"W, 217.80 feet, more or less, to the west line of the Northwest $\frac{1}{4}$ of said Section 17;
thence N00°46'47"W, along the west line of the Northwest $\frac{1}{4}$ of said Section 17, 200.00 feet, more or less, to the point of beginning.

Description includes Tax Parcel Number:
T7-045700B

Exhibit B-4

Lands being part of the Northwest ¼ of the Southeast ¼, and part of the Southwest ¼ of the Southeast ¼ of Section 17, T10N, R20E, Town of Jackson, Washington County, Wisconsin, including all of Lot 1 of Certified Survey Map #6582 and all of Parcel 2 of Certified Survey Map #5343, bounded and described as follows:

Commencing at the south quarter corner of Section 17, T10N, R20E;
thence N00°50'47"W, along the west line of the Southeast ¼ of said Section 17, 626.99 feet, more or less, to the southwest corner of Parcel 2 of Certified Survey Map #5343 and the point of beginning;
thence N00°50'47"W, along the west line of the Southeast ¼ of said Section 17, 2007.05 feet, more or less, to the northwest corner of the Southeast ¼ of said Section 17;
thence S89°44'35"E, along the north line of the Southeast ¼ of said Section 17, 459.31 feet, more or less, to the northwest corner of Certified Survey Map #4815;
thence S00°15'25"W, 353.00 feet, more or less, to the southwest corner of Certified Survey Map #4815;
thence S89°44'35"E, 863.00 feet, more or less, to the northeast corner of Lot 1 of Certified Survey Map #6582;
thence S00°52'54"E, 1650.40 feet, more or less, to the southeast corner of said Lot 1;
thence S00°52'54"E, 40.01 feet, more or less;
thence N89°54'01"W, 464.20 feet, more or less;
thence N00°52'54"W, 40.01 feet, more or less, to the southeast corner of Parcel 2 of Certified Survey Map #5343;
thence N89°54'01"W, along the north right-of-way line of Living Word Lane, 237.69 feet, more or less;
thence northwesterly, along the north right-of-way line of Living Word Lane, along the arc of a curve concave northeasterly, having a radius of 24.00 feet, whose long chord bears N68°34'49"W 17.45 feet, more or less;
thence westerly along the north right-of-way line of Living Word Lane, along the arc of a curve concave southerly, having a radius of 63.00 feet, whose long chord bears N89°54'01"W 85.35 feet, more or less;
thence southwesterly, along the north right-of-way line of Stonewall Drive, along the arc of a curve concave northwesterly, having a radius of 24.00 feet, whose long chord bears S68°46'48"W 17.45 feet, more or less;
thence N89°54'01"W, along the north right-of-way line of Stonewall Drive, 496.75 feet, more or less, to the point of beginning.

Description includes Tax Parcel Numbers:
T7-047700H
T7-047700M

Exhibit B-5

Lands being part of the Northeast ¼ of the Northeast ¼, and the Northwest ¼ of the Northeast ¼ of Section 29, T10N, R20E, Town of Jackson, Washington County, Wisconsin, including all of Sherman Parc, bounded and described as follows:

Beginning at the north quarter corner of Section 29, T10N, R20E;
thence S89°53'09"E, along the north line of the Northeast ¼ of said Section 29, 1974.27 feet,
more or less;
thence S00°57'32"E, 1314.05 feet, more or less, to the southeast corner of Sherman Parc;
thence N89°58'09"W, 1971.09 feet, more or less, to the southwest corner of Sherman Parc;
thence N01°05'42"W, 1316.98 feet, more or less, to the point of beginning.

Description includes Tax Parcel Numbers:

T7-0750001	T7-0750022	T7-0750043
T7-0750002	T7-0750023	T7-0750044
T7-0750003	T7-0750024	T7-0750045
T7-0750004	T7-0750025	T7-0750046
T7-0750005	T7-0750026	T7-0750047
T7-0750006	T7-0750027	T7-0750048
T7-0750007	T7-0750028	T7-0750049
T7-0750008	T7-0750029	T7-0750050
T7-0750009	T7-0750030	T7-0750051
T7-0750010	T7-0750031	T7-0750052
T7-0750011	T7-0750032	T7-0750053
T7-0750012	T7-0750033	T7-0750054
T7-0750013	T7-0750034	T7-0750055
T7-0750014	T7-0750035	T7-0750056
T7-0750015	T7-0750036	T7-0750057
T7-0750016	T7-0750037	T7-0750058
T7-0750017	T7-0750038	T7-0750059
T7-0750018	T7-0750039	T7-0750060
T7-0750019	T7-0750040	T7-0750061
T7-0750020	T7-0750041	T7-0750062
T7-0750021	T7-0750042	

Exhibit B-6

Lands being part of the Northwest ¼ of the Northwest ¼, part of the Northeast ¼ of the Northwest ¼, part of the Southeast ¼ of the Northwest ¼, and part of the Southwest ¼ of the Northwest ¼ of Section 29, T10N, R20E, Town of Jackson, Washington County, Wisconsin, including part of Twin Creeks-2, all of Twin Creeks-3, all of Twin Creeks-4, and all of Twin Creeks-5, bounded and described as follows:

Beginning at the west quarter corner of Section 29, T10N, R20E;
 thence N01°14'18"W, along the west line of the Northwest ¼ of said Section 29, 1275.00 feet, more or less, to the southwest corner of Certified Survey Map #2241;
 thence N88°45'42"E, along the southerly line of Certified Survey Map #2241, 231.30 feet, more or less;
 thence N43°45'42"E, along the easterly line of Certified Survey Map #2241, 285.25 feet, more or less;
 thence N01°14'18"W, along the easterly line of Certified Survey Map #2241, 276.13 feet, more or less;
 thence N44°44'16"W, along the easterly line of Certified Survey Map #2241, 278.83 feet, more or less;
 thence N45°15'44"E, 637.96 feet, more or less;
 thence S23°04'17"E, 700.54 feet, more or less;
 thence S79°11'17"E, 359.53 feet, more or less;
 thence N01°10'01"W, 944.24 feet, more or less, to the north line of the Northwest ¼ of said Section 29;
 thence S89°44'17"E, along the north line of the Northwest ¼ of said Section 29, 658.80 feet, more or less;
 thence S01°07'52"E, 1317.40 feet, more or less;
 thence S89°46'08"E, 657.97 feet, more or less; to the east line of the Northwest ¼ of said Section 29;
 thence S01°05'42"E, along the east line of the Northwest ¼ of said Section 29, 1317.57 feet, more or less, to the southeast corner of the Northwest ¼ of said Section 29;
 thence S89°58'50"W, along the south line of the Northwest ¼ of said Section 29, 2628.30 feet, more or less, to the point of beginning.

Description includes Tax Parcel Numbers:

T7-0757001	T7-0757024	T7-0757047	T7-0757070	T7-0757093	T7-0757116
T7-0757002	T7-0757025	T7-0757048	T7-0757071	T7-0757094	T7-0757117
T7-0757003	T7-0757026	T7-0757049	T7-0757072	T7-0757095	T7-0757118
T7-0757004	T7-0757027	T7-0757050	T7-0757073	T7-0757096	T7-0757119
T7-0757005	T7-0757028	T7-0757051	T7-0757074	T7-0757097	T7-0757120
T7-0757006	T7-0757029	T7-0757052	T7-0757075	T7-0757098	T7-0757121
T7-0757007	T7-0757030	T7-0757053	T7-0757076	T7-0757099	T7-0757122
T7-0757008	T7-0757031	T7-0757054	T7-0757077	T7-0757100	T7-0757123
T7-0757009	T7-0757032	T7-0757055	T7-0757078	T7-0757101	T7-0757124
T7-0757010	T7-0757033	T7-0757056	T7-0757079	T7-0757102	T7-0757125
T7-0757011	T7-0757034	T7-0757057	T7-0757080	T7-0757103	T7-0757126
T7-0757012	T7-0757035	T7-0757058	T7-0757081	T7-0757104	T7-0757127
T7-0757013	T7-0757036	T7-0757059	T7-0757082	T7-0757105	T7-0757128
T7-0757014	T7-0757037	T7-0757060	T7-0757083	T7-0757106	T7-0757129
T7-0757015	T7-0757038	T7-0757061	T7-0757084	T7-0757107	T7-0757130
T7-0757016	T7-0757039	T7-0757062	T7-0757085	T7-0757108	T7-0757131
T7-0757017	T7-0757040	T7-0757063	T7-0757086	T7-0757109	T7-0757132
T7-0757018	T7-0757041	T7-0757064	T7-0757087	T7-0757110	T7-0757133
T7-0757019	T7-0757042	T7-0757065	T7-0757088	T7-0757111	T7-0757134
T7-0757020	T7-0757043	T7-0757066	T7-0757089	T7-0757112	T7-0757135
T7-0757021	T7-0757044	T7-0757067	T7-0757090	T7-0757113	T7-0757136
T7-0757022	T7-0757045	T7-0757068	T7-0757091	T7-0757114	
T7-0757023	T7-0757046	T7-0757069	T7-0757092	T7-0757115	

Exhibit B-7

Lands being part of the Southwest ¼ of the Southeast ¼, part of the Northwest ¼ of the Southeast ¼, the Northeast ¼ of the Southwest ¼, and the Fractional Northwest ¼ of the Southwest ¼ of Section 7, T10N, R20E, Town of Jackson, Washington County, Wisconsin, including all of Valleywood, all of Appellation Ridge, and all of Certified Survey Map #6536, bounded and described as follows:

Beginning at the west quarter corner of Section 7, T10N, R20E;
 thence S88°35'07"E, along the north line of the Southwest ¼ of said Section 7, 2675.95 feet, more or less, to the northwest corner of the Southeast ¼ of said Section 7;
 thence S88°39'42"E, along the north line of the Southeast ¼ of said Section 7, 1470.17 feet, more or less, to the west right-of-way line of the railroad;
 thence S00°25'48"E, along the west right-of-way line of the railroad, 2635.83 feet, more or less, to the south line of the Southeast ¼ of said Section 7;
 thence N88°54'08"W, along the south line of the Southeast ¼ of said Section 7, 704.00 feet, more or less, to the southeast corner of Certified Survey Map #738;
 thence N00°45'50"W, 556.08 feet, more or less, to the northeast corner of Certified Survey Map #738;
 thence N88°54'08"W, 750.00 feet, more or less, to the northwest corner of Certified Survey Map #738;
 thence N00°46'49"W, 765.56 feet, more or less, to the southeast corner of the Northeast ¼ of the Southwest ¼ of said Section 7;
 thence N88°36'52"W, 2658.45 feet, more or less, to the southwest corner of the Fractional Northwest ¼ of the Southwest corner of said Section 7;
 thence N01°32'06"W, along the west line of the Southwest ¼ of said Section 7, 1323.00 feet, more or less, to the point of beginning.

Description Includes Tax Parcel Numbers:

T7-0143	T7-0144029	T7-0150025	T7-0150055
T7-014400Y	T7-0144030	T7-0150026	T7-0150056
T7-0144001	T7-0144031	T7-0150027	T7-0150057
T7-0144002	T7-0144032	T7-0150028	T7-0150058
T7-0144003	T7-0144033	T7-0150029	T7-0150059
T7-0144004	T7-0144034	T7-0150030	T7-0150060
T7-0144005	T7-0144035	T7-0150031	T7-0150061
T7-0144006	T7-0150001	T7-0150032	T7-0150062
T7-0144007	T7-0150002	T7-0150033	T7-0150063
T7-0144008	T7-0150003	T7-0150034	T7-0150064
T7-0144009	T7-0150004	T7-0150035	T7-0150065
T7-0144010	T7-0150005	T7-0150036	T7-0150066
T7-0144011	T7-0150006	T7-0150037	T7-0150067
T7-0144012	T7-0150007	T7-0150038	T7-0150068
T7-0144013	T7-0150008	T7-0150039	T7-0150069
T7-0144014	T7-0150009	T7-0150040	
T7-0144015	T7-0150010	T7-0150041	
T7-0144016	T7-0150011	T7-0150042	
T7-0144017	T7-015001200A	T7-0150043	
T7-0144018	T7-015001200B	T7-0150044	
T7-0144019	T7-0150015	T7-0150045	
T7-0144020	T7-0150016	T7-0150046	
T7-0144021	T7-0150017	T7-0150047	
T7-0144022	T7-0150018	T7-0150048	
T7-0144023	T7-0150019	T7-0150049	
T7-0144024	T7-0150020	T7-0150050	
T7-0144025	T7-0150021	T7-0150051	
T7-0144026	T7-0150022	T7-0150052	
T7-0144027	T7-0150023	T7-0150053	
T7-0144028	T7-0150024	T7-0150054	

Exhibit B-8

Lands being part of the Northwest ¼ of the Northwest ¼ of Section 29, T10N, R20E, Town of Jackson, Washington County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of Section 29, T10N, R20E;
thence S89°44'17"E, along the north line of the Northwest ¼ of said Section 29, 945.10 feet, more or less, to the point of beginning;
thence S89°44'17"E, along the north line of the Northwest ¼ of said Section 29, 372.50 feet, more or less;
thence S01°10'01"E, 944.24 feet, more or less;
thence N79°11'17"W, 359.53 feet, more or less;
thence N23°04'17"W, 700.54 feet, more or less;
thence N45°15'44"E, 332.17 feet, more or less, to the point of beginning.

Description Includes Tax Parcel Number:
T7-075500A

EXHIBIT C

Letter Annexation Agreements

(See attached)



Taking the lead in Washington County.

August 11, 2017

Steeple Pointe Homes LLC
2426 N. Grandview Blvd, Suite G
Waukesha, WI 53188

Re: Village of Jackson Utility Services

Greetings:

You have requested to connect to the Village of Jackson's sewer or water system, or both. On December 9, 2014 the Village Board adopted Ordinance 14-04 entitled "An Ordinance Attaching Certain Lands to the Village of Jackson." Your property is among the parcels that are required to be attached pursuant to the Ordinance. The Board's action was taken pursuant to and consistent with the terms of an intergovernmental agreement between the Village of Jackson and the Town of Jackson ("Agreement"). This Agreement was first adopted in 1999 and later amended in 2005 and 2008. In reliance upon the promises made by the Town in the Agreement, the Village extended sewer and water service to various properties located within the attachment area without requiring immediate annexation, which, absent the Agreement, the law allows.

You may be aware that the Town of Jackson and an unincorporated association of property owners called Jackson Town Residents Against Attachment have filed a lawsuit in Washington County Circuit Court seeking a declaration that the Agreement is unenforceable. Be assured that the Village will vigorously oppose the lawsuit. As mentioned above, the Town Board, on your behalf, promised to allow the attachments to occur in consideration of the Village's willingness to extend sewer and water without immediate annexation.

Now that the Town and the JTRAA are seeking to avoid their obligations, the Village has no choice but to require that your property be annexed as a condition of connecting to sewer service. Please note, however, that the Wisconsin Public Service Commission is requiring the Village to allow connection of water service to your property without requiring annexation. The Village will comply with the PSC's instructions regarding water. But the PSC lacks jurisdiction over the connection of sewer service to your property. Whether to allow a sewer service connection, and the conditions for allowing connection, are left to the Village's discretion.

In order to receive service, you are asked to identify whether you wish to receive water service only or both sewer and water. But please note that if you wish to receive sewer service you are promising to annex your property to the Village within 30 days of receiving a written notice from the Village to do so. (Proximity to the Village differs among the relevant properties. Consequently, the annexation timetable will vary.)

41100 Waukesha
Main Street
Jackson, WI 53037
Phone: 262-677-9001
Fax: 262-677-1710

Mailing Address:
P.O. Box 637

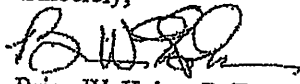
www.villageofjackson.com

Village of Jackson Utility Service Request
Steeple Pointe Homes LLC Letter
August 11, 2017
Page 2

Please sign, date and return a copy of "Request for Services" form along with the appropriate fees to the Village of Jackson. If we do not receive a signed copy of the form and payment of fees, we will assume that you do not wish to receive sewer or water service at this time.

If you have any questions, please do not hesitate to call me at 262-677-9001.

Sincerely,

A handwritten signature in black ink, appearing to read "B. W. Kober", with a horizontal line extending to the right.

Brian W. Kober, P. E.
Director of Public Works

C: John Walther, Village Administrator
John St. Peter, Village Attorney
Gordon Hoffmann, Town of Jackson Building Inspector
Village Board

REQUEST FOR SERVICES

The undersigned property owners of _____ (enter address) do hereby request that the Village of Jackson extend _____ sewer or water service only _____ both water and sewer service. The undersigned acknowledge and agree that if they elect to receive sewer service they are obligated to annex the above-referenced property to the Village of Jackson within 30 days of receiving a written notice from the Village to do so. This letter constitutes an independent promise of the undersigned to annex the above-referenced property to the Village of Jackson in consideration for the Village's willingness to provide sewer service and to execute any documents necessary to accomplish such annexation. The undersigned acknowledges that the breach of the promise to annex in consideration of receiving sewer service will cause the Village irreparable harm entitling the Village to pursue enforcement against the undersigned, including injunctive relief without bond, money damages, and the recovery of reasonable attorneys' fees. The undersigned hereby irrevocably designates the Village of Jackson Clerk/Treasurer as agent and attorney-in-fact authorized to act on the undersigned's behalf to record with the Washington County Register of Deeds such documents the Village Clerk/Treasurer determines are necessary to provide notice of this agreement in the chain of title for the property described above.

PLEASE READ CAREFULLY

IF YOU ELECT TO RECEIVE SEWER SERVICE FROM THE VILLAGE OF JACKSON YOU ARE PROMISING TO ANNEX YOUR PROPERTY WITHIN 30 DAYS OF RECEIVING A WRITTEN NOTICE FROM THE VILLAGE TO DO SO. YOU ARE ENCOURAGED TO CONSULT WITH YOUR PERSONAL ATTORNEY ABOUT THE OBLIGATIONS CREATED BY THIS LETTER.

Dated this _____ day of _____, 2017.

Signature of Property Owner

Print Name

Signature of Property Owner

Print Name

Signature of Property Owner

Print Name

Village of Jackson 2017 Fee Assessment For New Structures

Bldg# 17-
Erosion #17-

Owners Name John & Jane Hoffman

August 10, 2017

Business Name Steeple Pointe Homes, LLC.

Address 2875 Woodland Drive

Lot # 27

Block # _____ Subdivision Valleywood

	Account #	
1) Permit Fee (Building Inspection)	100-0-43510	\$0.00
2) Plan Review Fee	100-0-43510	\$0.00
3) State Tag (Residential Only)	100-0-43512	\$0.00
4) House Number Set (\$35.00/set)	100-0-43520	\$0.00
5) Occupancy Permit	100-0-43510	\$0.00
6) Jackson Fire Department Occupancy Inspection Fee (Multi-Family, Commercial & Industrial)	900-00-43580-000	\$0.00
7) Erosion Control Permit	100-0-43540	\$0.00
8) Deck Permit	100-0-43510	\$0.00
9) HVAC Permit	100-0-43510	\$0.00
10) HVAC Plan Review	100-0-43510 (Commerical, Industrial & Multi-family)	\$0.00
11) Driveway Apron / Approach Fee (\$60.00 Ea.)	100-0-43510	\$0.00
	SUBTOTAL.....	\$0.00
Park Impact Fee (\$850.00 per Unit)	800-00-45830	\$0.00
Police and Fire Building Impact Fee (\$1,430 Per REU)	100-00-44155	\$0.00
	SUBTOT.....	\$0.00
** Sewer Service Fee (Pay to Sewer Utility) (\$4,000.00 per REU)	300-00-45612-000-632	\$4,000.00
South Interceptor Service Fee (\$129.00 per REU)	300-00-45612-000-633	\$0.00
Water Impact Fee (\$820.00 per REU)	200-00-45612-000-632	\$820.00
Radio Read Control Unit (\$125.00 per REU)	200-00-46100-500-000	\$125.00
	PAY VILLAGE CLERK.....	\$4,945.00
Washington County Sewer Assessment (Tier/REU)	300-00-45612-000-634	\$1,380.09
Washington County Water Assessment (Tier/REU)	200-00-45612-000-634	\$1,869.74
SUBTOTAL Payable to Washington County (Village of Jackson will collect this fee).		\$3,229.83
NOTE: NO PERMITS SHALL BE ISSUED UNTIL ALL APPLICABLE FEES ARE PAID.		
**Commercial properties shall pay a single unit fee. Sewer usage shall be monitored for one year.		
At the end of one year, the owner will be billed according to the actual usage.		