

NOTICE OF MEETING

SHEBOYGAN COUNTY PLANNING, RESOURCES, AGRICULTURE AND EXTENSION COMMITTEE

May 11, 2021

3:30 PM

UW Extension Office
UW Sheboygan Campus
5 University Drive
Sheboygan, WI
Room 5024

Remote Access:

(312) 626-6799

Meeting ID: 956 6404 0989

Passcode: 856197

<https://zoom.us/j/95664040989?pwd=dGJrYlZ5Tmx2RVcvRDFsdU5Ld0lXZz09>

*** AGENDA ***

Call Meeting to Order

Certification of Compliance with Open Meeting Law

Approval of Minutes

- PRAE Committee - Regular Meeting – April 13, 2021

Correspondence

Register of Deeds

Consideration of 1st Quarter Variance

Planning & Conservation

Consideration of 1st Quarter Variance

Consideration of License Agreement with the Young Men's Christian Association

Consideration of Resolution No. 04 - Approving Easement for Location and Replacement of Drain Tile in the Town of Sheboygan Falls, Sheboygan County Airport (Parent Parcel 59026383321)

Other Department Project and Program Management Updates

Consideration and Approval of Attendance at Other Meetings/Functions

Travel Report and Report of Meetings and Functions Attended

Review and Approve Vouchers

Adjournment

Next scheduled meetings - May 25, 2021 at 3:30 PM (UW Extension Focus)

- June 8, 2021 at 3:30 PM (Planning & Conservation Focus)

Prepared by:

Karsen Gosh, Recording Secretary
(920) 459-1370

Approved by:

Keith Abler, Chairperson
(920) 207-9351

NOTE: The Committee welcomes all visitors to listen & observe, but only Committee members & those invited to speak will be permitted to do so, except for the Public Hearing portion of this meeting where any interested person can speak. Person with disabilities needing assistance to attend or participate should contact the County Planning & Conservation Department at 920/459-1370 prior to the meeting so that accommodations may be arranged.

NOTE: A majority of the members of the County Board of Supervisors or any of its committees may be present at this meeting to listen, observe and participate. If a majority of any such body is present, their presence constitutes a "meeting" under the Open Meeting Law as interpreted in *State ex rel. Badke v. Greendale Village Board*, Wis. 2d 553 (1993), even though the visiting body will take no action at this meeting.

April 25, 2021

Dear Sheboygan County Stewardship Grant Program Committee,



After three years of planning and fundraising, the canoe and kayak launch of the Plymouth Mill Pond Lake Association has become a reality. This facility is now located on the grounds of the Riverview Middle School, just north of the Plymouth Youth Center.

The Association would like to invite all of our valued supporters to a dedication ceremony for the launch. It will be held on Saturday, May 22, at 11:00 a.m. At that time we would like to express our appreciation to the people who helped make this project possible. Sheboygan County's Grant Program donation was an integral part of the fulfillment of this project's completion.

Please let us know if a representative of the Program would be able to attend. The event will have a ribbon cutting and a statement of recognition of our major donors at the Kayak Launch location as well as a statement of donation of the Kayak Launch to the Plymouth School District.

You can RSVP via emailing me at peggyhansmann@gmail.com or you can call me at 920-892-6236

Thank you in advance for your response to this event.

Best regards,

A handwritten signature in dark ink that reads "Peggy Hansmann". The signature is fluid and cursive, with the first name "Peggy" being more prominent.

Peggy Hansmann

Plymouth Mill Pond Lake Association Board Member

**VARIANCE REPORT FOR DEPARTMENT -- REGISTER OF DEEDS
FOR THE QUARTER ENDING 03/31/2021**

TIMING	G/L CATEGORY	VARIANCE FROM BUDGET	EXPLANATION OF VARIANCE
	Public Charges for Services		
	General Government	58,706.17	Revenue fluctuates due to real estate and encumbrance activity which is based upon the local, state and national economy.
	Personnel Related Expenditure		
x	Wages	3,930.72	Carry over savings from overlap of retiring employee and new hire.
x	Benefits	2,930.81	Carry over savings from overlap of retiring employee and new hire.
	Operating Expenses		
x	Purchased Services	19,372.34	2020-2021 carryover dollars for scanning project import not yet expended.
x	General Operating	2,066.07	Less postage expense, budgeted new computers not yet purchased (public access funds), no seminars.lodging dollars expended.
	Variances Less Than Justification Threshold	(5,754.34)	Less land records dollars reimbursed due to timing of book repair project and new computers being purchased using public access funds.
	TOTAL	81,251.77	

**VARIANCE REPORT FOR DEPARTMENT -- COUNTY PLANNING & RESOURCES
FOR THE QUARTER ENDING 03/31/2021**

TIMING	G/L CATEGORY	VARIANCE FROM BUDGET	EXPLANATION OF VARIANCE
	Intergovernmental Revenues		
	Federal Grants	16,820.11	More revenue received from Brownfields and US Forest grant.
X	State Grants	(5,684.28)	Less revenue from snowmobile grant because 2nd half of grant payment not received yet.
	Licenses & Permits		
	Other Permits and Fees	14,278.17	More revenue received from sanitary permits, shoreland permits, and recreational passes.
	Public Charges for Services		
	Conservation and Development	78,575.10	More revenue received for tree sales program which is budget neutral under General Operating.
	Interest and Other Revenue		
	Other Misc. Revenue	3,764.16	Received more revenue for the sale of the Jeep than anticipated.
	Interdepartmental Revenue		
X	Other Interdept'l Revenue	(2,275.00)	Less revenue received from County Highway Dept for non-metallic mining permits.
	Personnel Related Expenditure		
	Wages	(8,381.85)	New unbudgeted FTE position 100% funded by Aquatic Invasive Species Grant. Budget adjustment to record grant and associated wages/benefits made in April.
	Operating Expenses		
	Purchased Services	5,433.80	Less expense paid out for buffer contracts and no expense paid out for prairie burn at Gerber Lake yet.
X	Repairs and Maintenance	(51,668.43)	More expense for snowmobile program incurred, which will be offset by grant dollars once Jan-June grant payment is received, and repair expense to lift for tree sales and UTV plow used for plowing trails.

General Operating	(39,884.21)	More expense to purchase trees for tree sale which is budget neutral under Conservation and Development and for computer equipment purchased which is paid w/LIO funds.
Interdepartmental Charges		
Employee Related Insurance	10,624.55	Less expense for health insurance.
Repairs & Maintenance Charges	(26,827.56)	More expense from County Highway Dept for work at boat landings and Marsh.
Capital Outlay	1,200.90	Less expense for purchase of new plotter.
Variances Less Than Justification Threshold	9,413.10	
TOTAL	5,388.56	

SHEBOYGAN COUNTY RESOLUTION NO. _____ (2020/21)

Re: **Approving License Agreement with Sheboygan County Young Men's Christian Association, Inc.**

WHEREAS, Sheboygan County ("County") owns real estate commonly known as the Sheboygan Broughton Marsh and Campground located in the Town of Russell, Sheboygan County, Wisconsin ("the Property"), and

WHEREAS, County has allowed construction of a new multi-purpose building at the Property ("the Building") and the Friends of the Broughton Sheboygan Marsh, Inc., a Wisconsin non-stock, nonprofit corporation with 501(c)3 status ("the Friends"), has assisted in raising funds for the Building construction, and

WHEREAS, the Sheboygan County Young Men's Christian Association, Inc. ("the YMCA") is interested in utilizing the Building for its Outdoor Environmental Education Program that has existed at the Property since the 1990s, and

WHEREAS, County and the YMCA ("the parties") acknowledge the current facility, a 30-year old semi-trailer, is outdated, too small, and non-ADA compliant, and

WHEREAS, the parties acknowledge a strong and communicative working relationship over the last thirty (30) years in furthering the environmental education of the community's youth, and

WHEREAS, the parties further acknowledge the primary reason the Friends developed the Building project was to create a new space to house the Outdoor Environmental Education programming; and

WHEREAS, the parties are interested in entering into a license agreement establishing their respective rights and responsibilities as they relate to the Building and Property;

NOW, THEREFORE, BE IT RESOLVED that the Sheboygan County Board authorizes and directs the County Administrator to execute the License Agreement with the YMCA consistent with the understandings previously agreed to with the YMCA, a copy of which is on file in the County Clerk's Office.

Respectfully submitted this 18th day of May, 2021.

PLANNING, RESOURCES, AGRICULTURE, AND EXTENSION COMMITTEE*

Keith Abler, Chairperson

Michael S. Ogea, Vice-Chairperson

Rebecca Clarke, Secretary

Paul A. Gruber

Henry Nelson

Opposed to Introduction:

*County Board members signing only

**LICENSE AGREEMENT
BETWEEN SHEBOYGAN COUNTY
AND
SHEBOYGAN COUNTY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.**

THIS LICENSE AGREEMENT ("Agreement") is made and entered into by and between **SHEBOYGAN COUNTY**, a Wisconsin body corporate maintaining its principal office at 508 New York Avenue, Sheboygan, Wisconsin, 53081, hereinafter referred to as "COUNTY," and **SHEBOYGAN COUNTY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.**, maintaining its principal office at 812 Broughton Drive, Sheboygan, Wisconsin 53081, hereinafter referred to as "YMCA" (COUNTY and YMCA may be collectively referred to as "the Parties").

RECITALS

WHEREAS, COUNTY owns real estate commonly known as the Sheboygan Broughton Marsh and Campground located in the Town of Russell, Sheboygan County, Wisconsin, and is more particularly described on **Exhibit A**, attached hereto and incorporated herein, hereinafter referred to as "the Property;" and

WHEREAS, COUNTY has allowed construction of a new multi-purpose building at the Property hereinafter referred to as "the Building," and the Friends of the Broughton Sheboygan Marsh, Inc., a Wisconsin non-stock, nonprofit corporation with 501(c)3 status ("the Friends"), has assisted in raising funds for the Building construction; and

WHEREAS, YMCA is interested in utilizing the Building for its Outdoor Environmental Education Program that has existed at the Property since the 1990s; and

WHEREAS, the Parties acknowledge the current facility, a 30-year old semi-trailer, is outdated, too small, and non-ADA compliant; and

WHEREAS, the Parties acknowledge a strong and communicative working relationship over the last thirty (30 years) in furthering the environmental education of the community's youth; and

WHEREAS, the Parties further acknowledge the primary reason the Friends developed the Building project was to create a new space to house the Outdoor Environmental Education programming; and

WHEREAS, the Parties are interested in entering into an agreement establishing their respective rights and responsibilities as they relate to the Building and Property.

AGREEMENT

NOW, THEREFORE, in consideration of the terms contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and YMCA do hereby agree as follows:

1. Recitals Incorporated. The Recitals set forth above are incorporated herein and are made an enforceable part of this Agreement.

2. Term and Description of License. COUNTY hereby agrees to provide a non-exclusive license to YMCA for approximately one thousand six hundred fifty (1,650) square feet of multi-purpose room. In addition, YMCA shall have a non-exclusive license to periodically use the following areas of the Building:

- (a) meeting/common areas approximately one thousand (1,000) square feet;

- (b) interior restrooms; and
- (c) kitchenette.

Such license of areas is collectively referred to as "the License." The term of this License shall be from _____ to _____ (five years) and shall thereafter renew on an annual basis, except that either party may terminate this License by providing the other sixty (60) days' advance written notice.

3. Consideration.

(a) Annual Contribution. Except for the year 2021, YMCA shall contribute a minimum of Five Thousand Dollars (\$5,000.00) ("the Minimum Contribution") to COUNTY in two lump sum payments of Two Thousand Five Hundred Dollars (\$2,500.00) with the first payment due on or before May 1, 2022, and the second payment due on or before November 1, 2022. Such payment shall be designated toward maintenance of the building and grounds. Parties agree to revisit the Building use by the YMCA annually to consider whether or not the use has increased to facilitate an increase to the Minimum Contribution. COUNTY retains the right to use any of the licensed areas upon providing thirty (30) days prior written notice to YMCA.

(b) Escalation. YMCA agrees to an annual one percent (1%) escalation to the Minimum Contribution.

(c) First Year of Operation (2021). The Parties realize the building will not be complete in the first half of 2021; therefore, YMCA shall pay to County a daily rate of Twenty-five Dollars (\$25.00) per day used during the calendar year 2021. The payment will be made on or before December 31, 2021.

4. Maintenance and Repairs of Property. COUNTY shall keep the foundation, bearing walls, exterior walls, roof, and any other structural portions of the Building in proper repair during the term of this Agreement or any renewal thereof and shall make all the necessary repairs and replacements to the Building, including but not limited to, the heating and/or air conditioning system, water heaters, overhead doors, other doors, windows, glass, window frames, fixtures, electrical, and septic system and keep and maintain the same in good condition and repair. COUNTY shall provide snow removal, grass trimming, and landscaping services. COUNTY shall provide cleaning services as previously mentioned to the Property except that YMCA shall be responsible for a daily clean-up of the programming activities to keep the affected areas presentable. YMCA shall use its best efforts to promptly inform COUNTY of any condition requiring COUNTY's attention under this Paragraph.

5. Calendar. YMCA shall submit its programming schedule for the following year to COUNTY annually by December 1 so COUNTY can appropriately keep an accurate calendar of the Building use.

6. Insurance.

(a) YMCA shall, at its own expense, carry general liability insurance with a limit coverage of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, including catastrophic injury and death, as well as property damage, which names COUNTY as additional insured against any and all claims which may arise from or in connection with YMCA's use of the Premises. YMCA agrees to keep said policy in force at all times. YMCA agrees to furnish COUNTY with a certificate of insurance, to notify COUNTY of any lapses or cancellations, and to notify COUNTY of any claims made. YMCA shall also maintain worker's compensation coverage for all employees as required by state law.

(b) COUNTY shall, at its own expense, carry general liability insurance with a limit of coverage of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury,

including catastrophic injury and death, as well as property damage and to maintain worker's compensation coverage for all employees as required by state law.

7. **Utilities.** COUNTY shall be responsible for the costs of providing heat, septic system, and electric to the Building.

8. **Modifications to Building.** Prior to any modification of the Building, YMCA shall obtain the prior written approval of COUNTY.

9. **Termination.** Except as otherwise provided in Paragraph 2, above, either party may terminate this Agreement prior to the expiration of the term by mutual written agreement.

10. **Miscellaneous Acts.** COUNTY shall not be liable for any losses due to forces beyond the control of COUNTY including without limitation or injury resulting from strikes, work stoppages, acts of war or terrorism, insurrection, revolution, nuclear or natural catastrophes, or acts of God, and interruptions, loss, or malfunctions of utilities, communications, or computer (software and hardware) services.

11. **Assignment.** YMCA shall not assign this Agreement or sublease any part of the Building without the written consent of COUNTY.

12. **Other Terms.**

(a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto. This Agreement shall not be modified, amended, or supplemented except by mutual written agreement executed by the parties hereto.

(b) **Severability.** If any provisions or portions thereof of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision or portion thereof to any other persons or circumstances shall not be affected hereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) **Binding Effect.** This Agreement and each and all of the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and/or assigns, and no third party, other than such heirs, personal representatives, successors, and/or assigns, shall be entitled to enforce any term, covenant, or condition of this Agreement or have any rights hereunder.

(d). **Survival.** All terms, conditions, and provisions of this Agreement including, but not limited to, all indemnification provisions shall survive the completion of this Agreement.

(e) **Waiver.** No delay or omission by any of the parties hereto, or their heirs, successors, and/or assigns to exercise any right or power accruing upon any Lease and License Agreement Between Sheboygan County and YMCA non-compliance or failure of performance by another party under the provisions of this Agreement shall impair any such right to power or be construed to be a waiver thereof. A waiver by either of the parties hereto, or their heirs, successors, and/or assigns of any of the covenants, conditions, or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

(f) **Force Majeure.** The obligations of the Parties hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, fires, storms, accidents, or any cause whatsoever beyond the control of the Parties.

(g) Headings. The headings in this Agreement are for convenience and reference only and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

(h) Notices. Any notice, demand, or statement required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given or served with personally delivered to the other party via overnight courier, facsimile, or upon deposit in the United States mail, postage prepaid, and addressed to the address set forth below:

If to COUNTY: Adam N. Payne
County Administrator
SHEBOYGAN COUNTY
508 New York Avenue
Sheboygan, WI 53081

With a copy to: Attorney Crystal H. Fieber
Office of the Corporation Counsel
SHEBOYGAN COUNTY
2124 Kohler Memorial Drive – Suite 310
Sheboygan, WI 53081

If to YMCA: Sheboygan County Young Men's Christian Association, Inc.
812 Broughton Drive
Sheboygan, WI 53081

(i) Change of Address. Any party hereto may change the address to which notices to such party shall be sent by written notice to the other parties given in accordance with this Section. At such time as a party transfers its interest under this Agreement so as to create a new party in interest, the previous party in interest or such new party in interest shall send notice to the other parties of the name and address to which notice to the new party shall be sent or delivered. Until such time as such notice is given, the previous party in interest shall be deemed to be the agent for such new party in interest for purposes of receipt of service of notices.

(j) Governing Law; Venue. This Agreement shall be governed by and constructed in accordance with the laws of the State of Wisconsin. Any action to enforce License Agreement Between Sheboygan County and YMCA concerning this Agreement shall be brought in the Circuit Court for Sheboygan County, Wisconsin.

(k) Covenants Running with the Land. All easements, restrictions, covenants, and agreements set forth in this Agreement are intended to be and shall be construed as covenants (and not conditions) running with the land, binding upon, inuring to the benefit of, and enforceable by the Parties hereto and their respective officers, employees, agents, successors, and/or assigns. COUNTY is authorized to record a copy of this Agreement in the Sheboygan County Register of Deeds' Office.

(l) Immunity. Nothing contained in this Agreement constitutes a waiver of COUNTY's sovereign or governmental immunities under applicable law.

(m) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

(n) COUNTY Authorization. The County Administrator or his or her designee is hereby authorized, on behalf of the COUNTY, to execute all documents convenient or necessary to carry out the terms of this Agreement and effect the transaction described herein.

(o) Authority. The persons executing this Agreement represent that they have the legal authority to bind the respective party for which such signature is made.

IN WITNESS WHEREOF, COUNTY and YMCA execute this Agreement as of the date and year indicated below.

SHEBOYGAN COUNTY

By: _____
Adam N. Payne
County Administrator

Dated: _____

State of Wisconsin)
) ss:
Sheboygan County)

Personally appeared before me this _____ day of _____, 2021, to me known to be the person who executed the foregoing and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

**SHEBOYGAN COUNTY YOUNG MEN'S
CHRISTIAN ASSOCIATION, INC.**

By: _____
[Name]
[Title]

Dated: _____

State of Wisconsin)
) ss:
Sheboygan County)

Personally appeared before me this _____ day of _____, 2021, to me known to be the person who executed the foregoing and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

This Instrument Drafted By:

Attorney Crystal H. Fieber
Office of the Corporation Counsel
SHEBOYGAN COUNTY
2124 Kohler Memorial Drive – Suite 310
Sheboygan, WI 53081
Telephone: (920) 459-3093
Facsimile: (920) 457-8411

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EXHIBIT A

SHEBOYGAN COUNTY BROUGHTON MARSH AND CAMPGROUND LEGAL DESCRIPTION

Part of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 16 North, Range 20 East,
Town of Russell, Sheboygan County, Wisconsin.

SHEBOYGAN COUNTY RESOLUTION NO. 04 (2021/22)

Re: **Approving Easement for Location and Replacement of Drain Tile in the Town of Sheboygan Falls, Sheboygan County Memorial Airport (Parent Parcel 59026383321)**

WHEREAS, Randall Kleinhans is replacing deteriorated drain tile on farmland he owns adjacent to the Sheboygan County Memorial Airport, and during such replacement, it has been determined that a portion of such drain tile is located on County-owned property, and

WHEREAS, the Transportation Committee has reviewed the proposed easement and does not believe there would be any adverse consequences to County property inasmuch as the drain tile to be replaced is deteriorated in that area, and it would be beneficial to the County to allow the easement to be granted;

NOW, THEREFORE, BE IT RESOLVED that the County Board approves the granting of drainage easements to Randall Kleinhans at the location shown on the map on file with the County Clerk on an easement document as approved by the Corporation Counsel.

BE IT FURTHER RESOLVED that the County Board Chairperson and the County Clerk are authorized and directed to sign said easement on behalf of Sheboygan County.

Respectfully submitted this 20th day of April, 2021.

TRANSPORTATION COMMITTEE

Roger Te Stroete, Chairperson

Thomas Wegner, Vice-Chairperson

Al Bosman, Secretary

Jacqueline Veldman

Robert Ziegelbauer

Opposed to Introduction:

EASEMENT

SHEBOYGAN COUNTY, a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081 ("Grantor"), owns certain property in the Town of Sheboygan Falls, Wisconsin more commonly known as the Sheboygan County Memorial Airport.

Grantor grants to the **RANDALL KLEINHANS**, an adult individual, whose address is W3332 Playbird Road, Sheboygan Falls, Wisconsin 53085 ("Grantee") a permanent, non-exclusive Easement concerning a portion of the Subject Property shown on the attached **Exhibit A** and described as follows ("the Easement Area"):

That part of the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 11, in Town of 15 North, Range 22 East, lying in the Town of Sheboygan Falls, Sheboygan County, State of Wisconsin, described as follows:

Commencing at the West 1/4 corner of said Section 11, thence N00°05'23"W, along the west line of the Northwest 1/4 of said section, 49.73 feet to the point of beginning; thence N00°05'23"W, continuing along said west line, 40.00 feet; thence N89°54'37"E, 83.52 feet; thence S29°44'35"E, 63.87 feet; thence S89°42'22"E, 216.75 feet; thence S35°14'24"W, 146.40 feet; thence N89°42'22"W 130.06 feet; thence N29°44'35"W 155.94 feet; thence S89°54'37"W 40.00 feet to the point of beginning and containing 29,611 square feet (0.680 acres) of land more or less.

Parent Parcel ID: Part of 59026383321

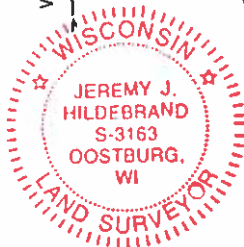
1. **Permanent Easement.** The Easement is for Grantee, at its sole expense, to locate, replace, and maintain drain tiles which run through the Subject Property.

2. **Temporary Easement.** Grantee also has the temporary, non-exclusive right to use the minimum amount of the Subject Property adjacent to the Easement Area necessary to do the above work concerning the drain tiles and to restore the Subject Property. Grantee has the right to trim or remove any vegetation in the Easement Area which would interfere with such use at Grantee's sole expense.

3. **Uses of Easement Area.** Grantor shall not construct or allow structures, vegetation, or the dumping or other placement of additional material which would interfere with the Grantee's use of the Easement Area for the intended purposes. However, Grantor reserves the right to use the Easement Area for purposes that will not interfere with Grantee's full enjoyment of the rights granted herein.

4. **Indemnification; No Waiver.** Grantee shall indemnify and defend Grantor (and its officers, employees, directors, and agents) from and against all claims, actions, suits, judgments, liabilities, loss, and expenses including reasonable attorneys' fees and costs arising out of damages or injuries to persons or property to the extent they are caused by a negligent or intentional act, error, or omission, misconduct, or other fault of Grantee (and its officers, employees, and agents) arising from the construction, installation, maintenance, repair, replacement, and removal of the Improvements. However, Grantee's obligations remain subject to the governmental immunities, defenses, and other statutory limitations of Wisconsin law, including those set forth in Wis. Stat. §§ 893.80, 895.52 and 345.05, and nothing herein constitutes a waiver or estoppel by Grantee or its insurer of the same.

PART OF SW 1/4 OF THE NW 1/4 AND THE NW 1/4 OF THE SW 1/4 OF SEC. 11, T15N,
R22E, TOWN OF SHEBOYGAN FALLS, SHEBOYGAN COUNTY, WISCONSIN



by WZ 3/19/21
JEREMY WILDEBRAND REGISTERED LAND SURVEYOR NO 8-3163



BEARINGS ARE REFERENCED
TO THE W LINE OF THE NW
1/4 OF SEC 11, T15N, R22E
WHICH BEARS N 00°05'23" W

