



Conditional Use Permit Request STAFF REPORT

Prepared By: Jay Kozlowski, Sawyer County Zoning & Conservation Administrator

File: # CUP 24-017

Applicant:

Treeland Cottages, INC
9630N Treeland Road
Hayward, WI 54843

Property Location & Legal Description:

Town of Round Lake. The NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; both in S36, T41N R07W; Tax ID #26393 & #26394; Parcel #024-741-36-3201 and 024-741-36-3301; 39.008 & 37.797 for a total of 76.805 acres; Both properties zoned Residential/Recreational Two (RR-2). Site Address 10138W County Hwy B.

Purpose of Request:

Permit desired for modifying the original CUP #12-007 and as amended CUP #16-001 for Treeland Cottages, Inc. to increase the number of recreational vehicle sites from seventy-five (75) to one hundred (100). The additional sites may be either transient or permanent. All other restrictions currently in place would remain. Per Sawyer County Code of Ordinances, Appendix D, Section 17.2(B)(1) & Section 6.6. With conditions.

Project History & Summary or Request:

The applicant is seeking to increase the total number of permitted campsites within an existing approved campground by an additional 25 sites which would be for a total of 100 sites. A previous CUP was approved as CUP #12-007 which initially approved the 75-unit campground and later amended as CUP #16-001 to alter some of the conditions there were previously placed on the CUP #12-007.

With this potential expansion all proposed sites would be compliant with the provisions as laid out in the Sawyer County Code of Ordinances – Appendix D – Section 6.6. Also, with the potential expansion no other conditions as the amended CUP #16-001 would change except the total number of permitted sites. The applicant has already started working with a soil tester and licensed plumber to install additional sewer systems on the property to be utilized for the potential expansion. The additional 25 sites are to be located in the NW corner of the existing campground and would

ultimately be across 2 (approximately 40 acre parcels) both under same ownership and zoned RR-2.

Additional information for Conditional Use Permits:

Substantial evidence means facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a conditional use permit and that reasonable persons would accept in support of a conclusion.

If an applicant agrees to meet all of the requirements and conditions specified in the county ordinance or those imposed by the county zoning board, the county shall grant the conditional use permit. Any condition imposed must be related to the purpose of the ordinance and be based on substantial evidence. The conditions must be reasonable and, to the extent practicable, measurable. The applicant must demonstrate that the application and all requirements and conditions established by the county relating to the conditional use are or shall be satisfied, both of which must be supported by substantial evidence. The county's decision to approve or deny the permit must be supported by substantial evidence.

Possible Conditions for Approval: (choose from list below) (add or delete from list below)
Conditions below were obtained from CUP #16-001

1. Setbacks:
 - a. On Highway B, the existing 100' tree buffer is to be maintained.
 - b. Any campsites are to be a minimum of 300' from Moss Creek
 - c. Any campsites are to be a minimum of 300' from existing house to the west of this property on County Hwy B
2. No more than 3 docks (or piers) allowed in Moss Creek and no motorized watercraft allowed to access to Moss Creek (the motorized access may not be compliant with State Public Trust Doctrine)
3. No water park allowed (swim pool area only)
4. No mobile homes allowed; only recreational vehicles or approved "park model units"
5. All lighting must be down lighting
6. No cabins allowed
7. No permanent attachments to any recreational vehicles allowed
8. Sites only to be in operation from April 15 until November 15th. A year-round caretaker is allowed to live on the premises.
9. No more than 100 campsites allowed
10. A permanent manager or designee available 24 hours per day.
11. Quiet hours from 11PM to 8AM every day
12. No fireworks allowed.
13. Of the 100 campsites allowed – 60 may be seasonal; 40 must remain transient

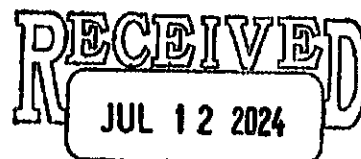
Findings of Fact:

Does the request do the following? Yes/No

1. Promote the public health, safety, convenience and general welfare;
2. Encourage planned and orderly land use development;
3. Protect property values and the property tax base;
4. Permit the careful planning and efficient maintenance of highway systems;
5. Ensure adequate highway, utility, health, educational and recreational facilities;
6. Recognize the needs of agriculture, forestry, industry and business in future growth
7. Encourage uses of land and other natural resources which are in accordance with their character and adaptability;
8. Provide adequate light and air, including access to sunlight for solar collectors and to wind for wind energy systems;
9. Encourage the protection of groundwater resources;
10. Preserve wetlands;
11. Conserve soil, water and forest resources;
12. Protect the beauty and amenities of landscape and man-made developments;
13. Provide healthy surroundings for family life;
14. Promote the efficient and economical use of public funds.



Conditional Use Public Hearing Application



SAWYER COUNTY ZONING ADMINISTRATION

TO: Sawyer County Zoning and Conservation Administration
10610 Main Street Suite 49
Hayward, Wisconsin 54843
Attn: Kathy Marks E-mail: kathy.marks@sawvercountygov.org

Phone: 715-638-3225

Property Owner Name & Address:

Treeland Cottages, Inc.
9630 N. Treeland Road
Hayward, WI 54843

Phone: 715-462-3874

Email: tatum@treelandresorts.com

Property description including Parcel Number:

Southwest Quarter (SW¼) Southwest Quarter (SW¼), Section Thirty-six (36), Township Forty-one (41) North, Range Seven (7) West
Parcels 10.1 and 11.1 Parcel Nos: 024-741-36-3201 & 024-741-36-3301
Document No. 350837 64.54 acres Zoned RR2

Permit desired for:

Modifying the original conditional use permit CUP #12-007 and as amended CUP #16-001 for Treeland Cottages, Inc. to increase the number of recreational vehicle sites from seventy-five (75) to one hundred (100). (see attached map) The additional sites may be either transient or permanent. All other restrictions currently in place would remain.

Per Sawyer County Code of ordinances Appendix D - section 17.3(B)(1) & section 6.6

[Handwritten signature]

Harold E. Treland President
Owner Print & Sign

Owner Print & Sign

Signature of property owner(s) required. The undersigned person(s) hereby give permission for access to the property for inspection by Municipal Officials, Sawyer County Zoning Staff and Sawyer County Zoning Committee members if needed.

Name, Address, Phone & Email of Agent or Buyer:

Harold Treland
9630N Treeland Road
Hayward, WI 54843
715-462-3874

HTRELAND@yahoo.com

Tatum@TreelandResorts.com

Fee: \$350.00

Date of Public Hearing:

Real Estate Sawyer County Property Listing

Today's Date: 7/31/2024

Property Status: **Current**

Created On: 2/6/2007 7:55:44 AM

Description Updated: 12/1/2021

Tax ID:	26394
PIN:	57-024-2-41-07-36-3-03-000-000010
Legacy PIN:	024741363301
Map ID:	11.1
Municipality:	(024) TOWN OF ROUND LAKE
STR:	S36 T41N R07W
Description:	PRT SWSW
Recorded Acres:	37.797
Calculated Acres:	37.797
Lottery Claims:	0
First Dollar:	Yes
Zoning:	(RR2) Residential/Recreational Two
ESN:	404

Tax Districts Updated: 2/6/2007

1	State of Wisconsin
57	Sawyer County
024	Town of Round Lake
572478	Hayward Community School District
001700	Technical College

Recorded Documents Updated: 12/1/2021

CORRECTION INSTRUMENT	
Date Recorded: 11/30/2021	436206
CONVEYANCE RECORDED NOT USED	
Date Recorded: 10/26/2021	435518
AMENDED COVENANTS	
Date Recorded: 3/29/2016	400391
SPECIAL WARRANTY DEED	
Date Recorded: 11/26/2014	393390
SPECIAL WARRANTY DEED	
Date Recorded: 11/24/2014	393341
COVENANTS	
Date Recorded: 9/19/2012	380799
WARRANTY DEED	
Date Recorded: 12/14/2007	350837
WARRANTY DEED	
Date Recorded: 10/23/1989	216109

Ownership Updated: 9/14/2018

TREELAND COTTAGES INC	HAYWARD WI
LINDA R TRELAND	HAYWARD WI
HAROLD & JANET TRELAND TRUST	HAYWARD WI

Billing Address:	Mailing Address:
TREELAND COTTAGES INC 9630N TREELAND RD HAYWARD WI 54843	TREELAND COTTAGES INC 9630N TREELAND RD HAYWARD WI 54843

Site Address * Indicates Private Road

10138W COUNTY HWY B	HAYWARD 54843
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Property Assessment Updated: 6/19/2024

2024 Assessment Detail		Tribal Exempt <input type="checkbox"/>	
Code	Acres	Land	Imp.
G2-COMMERCIAL	28.000	76,500	525,900
G5-UNDEVELOPED	6.000	2,100	0
G6-PRODUCTIVE FOREST	3.797	8,000	0

2-Year Comparison	2023	2024	Change
Land:	74,600	86,600	16.1%
Improved:	386,800	525,900	36.0%
Total:	461,400	612,500	32.7%

Property History

N/A

Real Estate Sawyer County Property Listing
 Today's Date: 7/31/2024

Property Status: Current
 Created On: 2/6/2007 7:55:44 AM

Description Updated: 10/27/2021

Tax ID:	26393
PIN:	57-024-2-41-07-36-3 02-000-000010
Legacy PIN:	024741363201
Map ID:	.10.1
Municipality:	(024) TOWN OF ROUND LAKE
STR:	S36 T41N R07W
Description:	NW&W
Recorded Acres:	39.008
Calculated Acres:	39.008
Lottery Claims:	0
First Dollar:	No
Zoning:	(RR2) Residential/Recreational Two
ESN:	404

Tax Districts Updated: 2/6/2007

1	State of Wisconsin
57	Sawyer County
024	Town of Round Lake
572478	Hayward Community School District
001700	Technical College

Recorded Documents Updated: 10/27/2021

TRUSTEES DEED	
Date Recorded: 10/26/2021	435518
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Date Recorded: 10/23/1989	216109

Ownership Updated: 9/14/2018

TREELAND COTTAGES INC	HAYWARD WI
LINDA R TRELAND	HAYWARD WI
HAROLD & JANET TRELAND TRUST	HAYWARD WI

Billing Address:	Mailing Address:
TREELAND COTTAGES INC 9630N TREELAND RD HAYWARD WI 54843	TREELAND COTTAGES INC 9630N TREELAND RD HAYWARD WI 54843

Site Address * Indicates Private Road
 N/A

Property Assessment Updated: 6/19/2024

2024 Assessment Detail		Tribal Exempt <input type="checkbox"/>	
Code	Acres	Land	Imp.
G5-UNDEVELOPED	29.008	10,200	0
G6-PRODUCTIVE FOREST	10.000	19,000	0

2-Year Comparison	2023	2024	Change
Land:	20,000	29,200	46.0%
Improved:	0	0	0.0%
Total:	20,000	29,200	46.0%

Property History

N/A

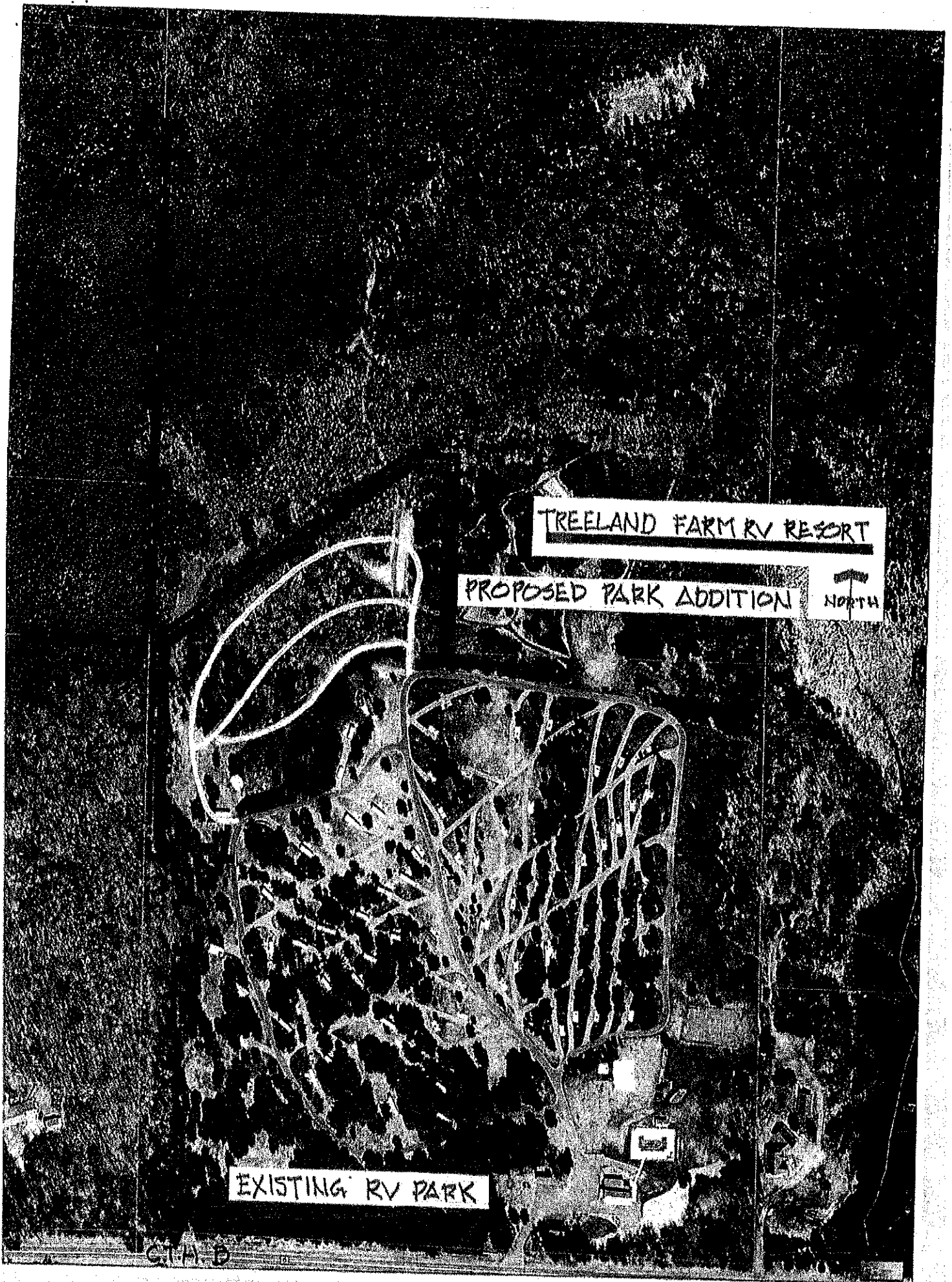
TREELAND FARM RV RESORT

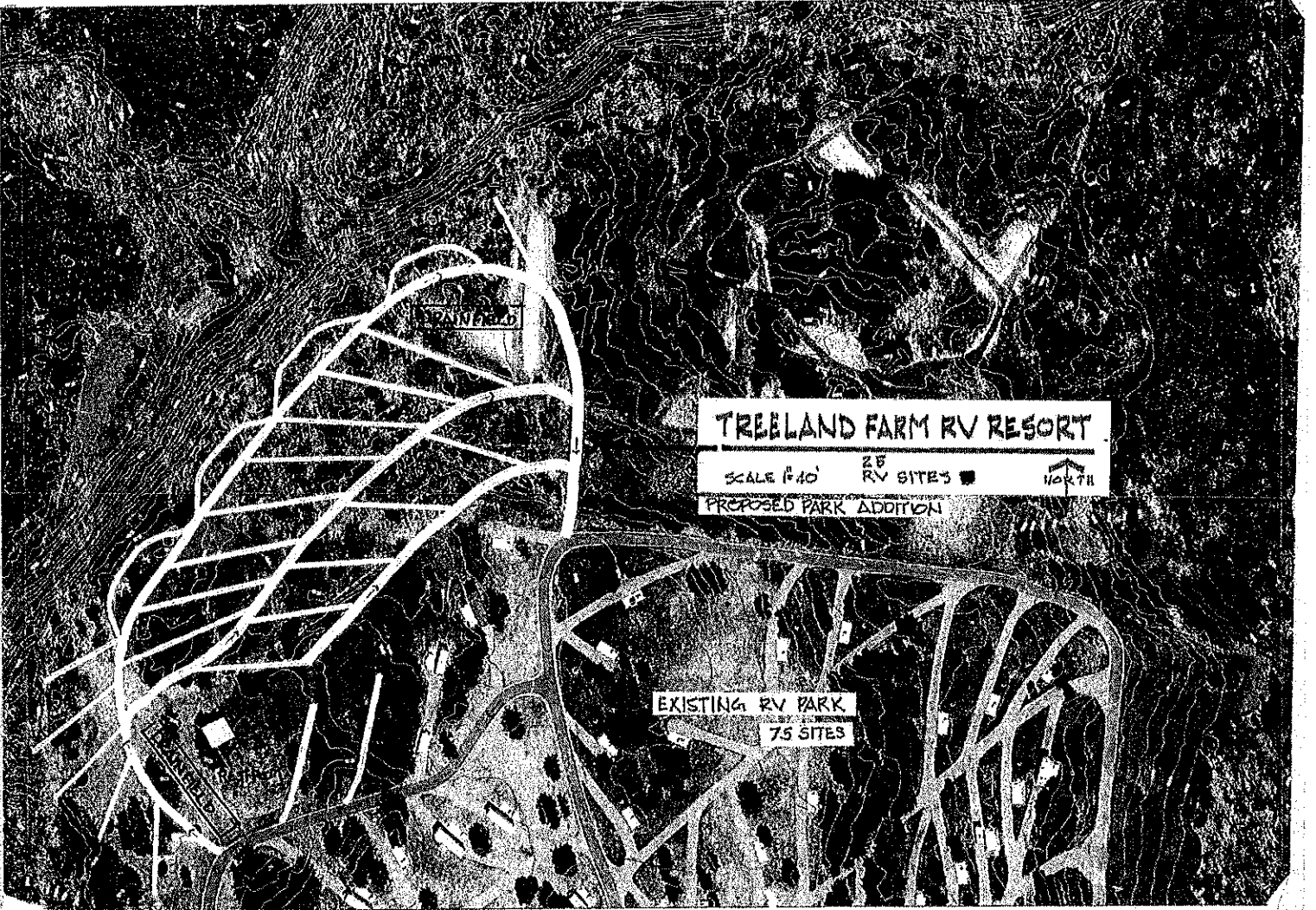
PROPOSED PARK ADDITION



EXISTING RV PARK

C.I.A. D





SPAIN ROAD

TREELAND FARM RV RESORT

SCALE 1"=40'

25
RV SITES

NORTH

PROPOSED PARK ADDITION

EXISTING RV PARK

75 SITES



024741351301

024741351304

024741351401

024741362301

024741362401

024741354203

024741354101

024741363101

024741363101

Town of
Round Lake

024741354202

024741354102

024741364201

024741354305

024741354404

024741364301

024741364301

21001

012740012101

Town of
Round Lake

0.4 km

0.2 mi

012740012101

012740012101

Office of

**Sawyer County Zoning and Conservation
Administration**

10610 Main Street Suite 49
Hayward, Wisconsin 54843
(715) 634-8288

February 24, 2016

Treeland Cottages Inc.
9603N Treeland Rd
Hayward, WI 54843

Re: Conditional Use Application # 16-001

Dear, Treeland Cottages

On February 19, 2016 the Sawyer County Zoning Committee approved the following application for a conditional use on the following described real estate to wit:

Town of Round Lake - Treeland Cottages Inc. The SW 1/4 SW 1/4 and NW 1/4 SW 1/4, S36, T41N, R 7W Parcels 10.1 and 11.1. Doc# 350837. Property has 64.54 acres and is zoned Residential/Recreational Two. Permit is desired for modifying original conditional use application (#12-007) to modify the following restrictions:

Restriction #8 currently reads: Site can be operated only from the first of May until Oct. 15. A year round caretaker is allowed to live on the premises.

Change: "from first of May until Oct. 15" to read: "on or about first of May to on or about Oct. 15"

Restriction #9 currently reads: No more than 75 trailer sites allowed. Change "trailer" to "recreational vehicle"

Delete restriction #12 - "no ATV's or similar vehicles allowed"

Delete restriction #14 - "no park models"

The Town Board approved the application with the following changes to the original conditions.

- #7 No permanent attachments to any Recreation Vehicle allowed
- #8 Sites can be operated only from April 15th until November 15th. A year round caretaker is allowed to live on the premises.
- #9 No more than 75 recreational vehicle sites are allowed.
- #12 Delete this condition of No ATV's or similar vehicles.
- #14 Of the 75 Recreational Vehicle Sites allowed - 40 may be seasonal; 35 must remain transient.

Findings of Fact of the Zoning Committee: It would not be damaging to the rights of others or property values. Additionally, it would not be detrimental to ecology, wildlife, wetlands or shorelands.

Any person or persons jointly aggrieved by the decision of the Zoning Committee may commence an action in the Circuit Court for Writ of Certiorari to review the legality of the decision within 30 days after the date of this notice.

Sincerely,

A handwritten signature in black ink, appearing to read "Dale Olson", with a long horizontal flourish extending to the right.

Dale Olson
Zoning Administrator



380799

PAULA CHISSER
REGISTER OF DEEDS SAWYER COUNTY, WI
09/19/2012 10:35AM
REC FEE: 30.00

PAGES 2

RESTRICTIVE COVENANTS

RE: Part of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$), and the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), all in Section Thirty-six (36); Township Forty-one (41) North, Range Seven (7) West.

NOW COMES, Treeland Cottages, Inc., owner of the above described parcels and declare the following Restrictive Covenants be placed on said property and shall be binding upon the owner/owners, successors and assigns.

2
T. W. Duffy
Duffy Law Office
P. O. Box 965
Hayward, WI 54843

024-741-36-3301

024-741-36-3201

Parcel Identification Number

- OK 1) Setback:
 - A) On Highway B, the existing 100' tree buffer is to be maintained.
 - B) Any trailer sites are to be a minimum of 300' from Moss Creek.
 - C) Any Trailer sites are to be a minimum of 300' from the existing house to the west on Highway B.
- OK 2) No more than 3 docks (or piers) allowed in Moss Creek and no motorized watercraft allowed access to Moss Creek.
- OK 3) No water park allowed.
- OK 4) No mobile homes allowed; only recreational/travel trailers.
- OK 5) All lighting must be down lighting.
- OK 6) No cabins allowed.
- OK 7) No permanent attachments to any trailer allowed.
- CHANGE 8) Site can be operated only from the ^{" ON OR ABOUT THE FIRST OF MAY UNTIL ON OR ABOUT OCT. 15 "} first of May until October 15th. A year round caretaker is allowed to live on the premises.
- CHANGE 9) No more than 75 trailer sites allowed. "TRAILER" TO "RECREATION VEHICLE"
- OK 10) A permanent manager or designee on site 24 hours per day.

- ~~OK~~ 11) Quiet hours from 11 PM to 8AM every day.
- ~~DELETE~~ 12) No ATV's or similar vehicles allowed.
- ~~OK~~ 13) No fireworks allowed.
- ~~DELETE~~ 14) No park models

Dated this 13 day of September, 2012.



 President, Treeland Cottages, Inc.
 Harold Treeland

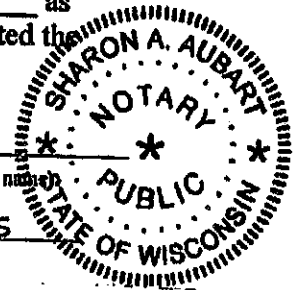

 Secretary, Treeland Cottages, Inc.
 Cheryl Treeland

ACKNOWLEDGMENT

STATE OF WISCONSIN)
 SAWYER COUNTY)

Personally came before me this 13 day of Sept the above named
Harold Treeland as President and Cheryl Treeland as
 Secretary of Treeland Cottages, Inc. to me known to be the persons who executed the
 foregoing instrument and acknowledge the same.


 Sharon A. Aubart (Print name)
 My Commission expires 9-27-15



THIS INSTRUMENT DRAFTED BY:
 THOMAS W. DUFFY
 HAYWARD, WI 54843

This would be up to the Towns. They would need to grant the Town Approval aspects of for building a residential building within the F-1 District. If the Towns are willing to do the blanket coverage I would think you would want to memorialize it through some type of resolution or to the extend include the provisions onto the final plat approval process. Ultimately though, it would default to the Town(s) for their desires on this aspect.

Jay H. Kozlowski

Sawyer County Zoning & Conservation Administrator

Sawyer County Zoning & Conservation

10610 Main Street, Suite 49

Hayward, WI 54843

main office: 715-634-8288

direct line: 715-638-3224

jay.kozlowski@sawyercountygov.org

Special Use Permit



From: Jeremy Hill <Jeremy@hillconstruction.net>

Sent: Friday, July 19, 2024 10:40 AM

To: Jay Kozlowski <jay.kozlowski@sawyercountygov.org>; Town of Round Lake Clerk <town@townofroundlakewi.org>; Town of Hayward Clerk <townofhayward@cheqnet.net>

Subject: The Preserve - Blanket CUP for Homes in Forestry?

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jay, Kathy and Bryn,

I was wondering if there is any chance we can get a blanket CUP approval for building homes on 5 acre lots in our new subdivision The Preserve. We will have the same covenants on all the lots.

The key covenants that I think would grant us this CUP are:

One dwelling per lot.

No rezoning - must remain in Forestry Zoning

No subdivision of lots.

The full list of covenants is attached. The attached document "Covenants.docx" is the short summary version, and the other attachment titled "Declaration of Covenants etc" is the longer legal version.

I was just thinking that it seems like extra red tape for us to come in 100 times to the county and 40-50+ times to each township to apply for CUP's, as the restrictive covenants will all be the same.

We already have one Land Use Permit for one home, with the CUP for building in Forestry, in the town of Round Lake.

Our first road will be going in in Sept/October, once we have our DNR Stormwater permit, and then we'll start selling lots. So we might have a couple permit applications late this year, but otherwise you guys will most likely start seeing permit applications in the spring.

Is there a way to grant us a blanket approval for CUP's for building a home in Forestry zoning in our subdivision, so we can just apply for new home Land Use Permits without going to the towns for each one? The full plat is attached too. It would save us a couple months of permitting time on each home if we could find a way to do this.

If there is not a way to do this, I understand! Let me know.

Thanks!

Jeremy Hill

Hill Construction, LLC and The Preserve at MBF, LLC

15988 US Hwy 63, Hayward, WI

Cell 715-558-2964

www.hillconstruction.net

This message is from an external email source. Do not click links or open attachments unless you are certain the content is safe. If you have any doubts or concerns about an email, don't hesitate to contact Sawyer County IT.

RE: The Preserve - Blanket CUP for Homes in Forestry?

From: Jay Kozlowski <jay.kozlowski@sawyercountygov.org>

Sent: Fri, Jul 19, 2024 at 12:08 pm

To: Jeremy Hill, Town of Round Lake Clerk, Town of Hayward Clerk

image001.jpg (4 KB)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
The Preserve at MBF

THIS DECLARATION, made this ____ day of _____, _____, by
The Preserve at MBF, hereinafter called "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in the attached Exhibit A (the "Property"); and

WHEREAS, Declarant desires to provide for the preservation of the values of the Property for the benefit of the Property and each owner thereof.

NOW, THEREFORE, Declarant declares that the Property is, and shall be, held, transferred, sold, conveyed and occupied, subject to the covenants, conditions and restrictions (sometimes referred to as "covenants and restrictions") hereinafter set forth, which covenants and restrictions shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The following words or phrases when used in this Declaration (or amendment hereof unless the instrument specifically provides otherwise) shall have the following meaning:

Section 1. The "Property" shall mean and refer to the real estate described in Exhibit A and any and all other real property, improvements and facilities that are made subject to this Declaration or amendment hereof,

Section 2. "Declarant" shall mean and refer to The Preserve at MBF, its successor or assigns.

Section 3. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions and any amendments thereto.

Section 4. "Living Unit" shall mean and refer to any portion of a building situated upon the Property designated and intended for use and occupancy as a residence by a single family and located or to be located upon one Lot.

Section 5. "Lot" shall mean and refer to a single residential building Lot within the Property.

The Preserve – Proposed Protective Covenants. Jeremy Hill. 5-6-24

1. No subdivision of lots. One dwelling unit per lot. Structures allowed are single family homes. Multiple homes not allowed. Zoning to remain Forestry.
2. All building plans, site plan, and exterior colors shall be subject to review by HOA board prior to construction.
3. Noise ordinance – noise to be kept to a minimum. Quiet time is 9pm weeknights and 10pm on weekends.
4. Exterior lighting shall be downlights, or those type to preserve a dark sky. Exterior lighting subject to HOA review if complaints are lodged.
5. Building setbacks from all lot lines shall be: Homes – 30' from side lot lines, and 75' from roads and community trails, and 75' from Mosquito Brook Flowage. Garages – 20' from side lot line.
6. 50' vegetative buffer to remain along Mosquito Brook Flowage, all wetlands, community trails, and all roads, with the exception of a viewing corridor, not to exceed 20' wide, and kept to a minimum of clearing. No clearing allowed between main trail and Mosquito Brook flowage.
7. Lot access to come off of development's roads, and not the county highway or county property.
8. All home types are allowed except not trailer homes/mobile homes, or park model homes or RV's as primary dwelling.
9. Exterior colors shall be natural colors, and shall blend with the environment
10. Area cleared for home/yard/pole barn to be no more than ½ acre
11. Pole barns shall be limited to 2400sf and 25' in height, and shall be natural colors to blend with the forest.
12. Vehicles – no abandoned, unlicensed, inoperable, or junked vehicles, debris piles, or other unattractive items. No semi-truck parking or travel other than household deliveries.
13. Completion of exterior of buildings shall be completed within 12 months of excavation start.
14. All roads and private trails are accessible by all residents and guests of The Preserve.
15. No commercial activity allowed, other than those specifically approved by the HOA.
16. No burning of household garbage or debris, other than woody debris from the lot itself.
17. Any damage caused to roads, facilities, or neighboring properties to be remedied within 10 days.
18. All property owners shall be assessed the same fees for trail maintenance, regardless of location.
19. No lot owner shall grant public access or easement to county property through their lots, to prevent ATV/snowmobile traffic through the development.
20. No signage or displays to be posted on the roads or highways, other than normal realty-type sized signs.
21. All motorized vehicles other than automobiles are subject to a 10 mph speed limit on development roads
22. Animals allowed are dogs, cats, and chickens. No other farm animals.
23. Dogs are allowed on ski trails, but only as long as they are not damaging the trail, and dogs must be under control.
24. Boathouses are not allowed.
25. Hunting is allowed. Firearms are to be used for hunting only, no shooting ranges.
26. Covenants shall Continue in perpetuity

Section 6. "Owner" or "Member" shall mean and refer to every person or entity who is the beneficial owner of a fee or undivided fee interest in any Lot which is subject to the Declaration, including contract buyers; but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The Property. The Property is hereby made subject to this Declaration and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

ARTICLE III
LIVING UNIT AND LOT EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. It shall be the obligation of each Owner to provide exterior maintenance upon his Lot and Living Unit in a manner consistent with quality, rural, high-quality homes.

ARTICLE IV
USE RESTRICTIONS

Section 1. Use of the Property. In addition to any other restrictions which may be imposed by this Declaration or rules promulgated thereunder or by laws, the use and conveyance of the Property shall be governed by the following provisions:

- (a) Each Living Unit shall be held, conveyed, encumbered, leased, used and occupied subject to all covenants, conditions, restrictions, uses, limitations and obligations expressed in this Declaration. All such covenants and obligations are in furtherance of a plan for the Property, and shall be deemed to run with the land and be a burden and benefit to Declarant, its grantees, successors and assigns and any person acquiring or owning an interest in the Property, their heirs, personal representatives, grantees, successors and assigns. All Owners, Occupants and their entrants shall use the Property in such a manner as will not unduly restrict, interfere with or impede the use thereof by other Owners and Occupants.
- (b) No use shall be made of the Property which would violate the then existing Town or County ordinances or state or federal laws.
- (c) No trailer homes, mobile homes, motor homes, campers or recreational vehicles may be stored or used for a permanent residence upon the Property. No abandoned, unlicensed, inoperable or junked vehicles, debris or other unattractive items will be allowed on the Property. No semi-trucks whether parked or traveling are allowed, except for deliveries.

- (d) No signs or entry markers other than a sign identifying the Living Unit and/or a "For Sale" sign shall be displayed on any Lot. "Identification" signs shall not exceed two (2) square feet in size. "For Sale" signs shall not exceed dimensions of one foot by two feet. Both "Identification" signs and "For Sale" signs shall be constructed of natural materials and/or finished in natural or muted colors. "Identification" signs shall conform with the overall Association signage plan approved by the Home Owners Association. "For Sale" signs shall be removed within ten days of the closing of the sale of a Lot.
- (e) Storage of any boats, snowmobiles, trailers, recreational or camping vehicles, all terrain vehicles, or other vehicles on any Lot outside of a garage or other storage building is prohibited. Overnight and weekend parking (48 hours) is allowed.
- (f) No, Lot or portion thereof shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and no exterior burning of household refuse shall be done. The Home Owners Association may adopt rules requiring that all garbage or other waste be transported and placed in central storage areas designated by the Association. No burning of household trash or debris is allowed.
- (g) Exterior antennas higher than six feet above the roof peak or on improvements to the Lots shall only be permitted with the written consent of the Home Owners Association.
- (h) No dusk-to-dawn mercury vapor lights or spotlights shall be allowed. Private yard lights mounted on either the residence, garage, outbuilding or post outside shall not exceed ten (10) feet in height. Yard lights shall be located and directed so as not to unreasonably illuminate houses on other Lots.
- (i) Domestic pets, such as dogs and cats, may be kept, provided that they are not to be bred, kept or maintained for any commercial purpose. Continual barking or howling dogs are not permitted. Chicken and chicken coops are allowed, however, no other farm animals are permitted.
- (j) Noise shall be kept to a minimum, quiet time is entered starting at 9:00 PM weeknights and 11:00 PM on weekends.
- (k) No commercial activities are allowed, other than those specifically approved by the Home Owners Association.
- (l) Hunting is allowed on the Lots, however, firearms are to be used for hunting only, no shooting ranges are allowed.
- (m) Boathouses are prohibited on any Lots.
- (n) All roads and private trails are accessible by all residents and guests.
- (o) All property Owners shall be assessed the same fees for trail maintenance regardless of the location of the Owners Lot.
- (p) Any damage caused to roads, facilities or neighboring properties shall be remedied within ten (10) days by the Owner that caused the damage. All Owners are

responsible for their guests, and should a guest cause damage as described above, the Owner of the guest shall be responsible.

- (q) No Lot Owner shall grant public access or easement through their Lots.
- (r) All motorized vehicles other than automobiles are subject to a ten (10) mph speed limit on Association roads.
- (s) Dogs are allowed on ski trails, provided no damage is done to the trail. Should damage occur, the Owner is responsible for repair. Dogs must be under control at all times.

ARTICLE V

LAND USE, SITE IMPROVEMENTS AND PERMITTED BUILDINGS

Section 1. Land Use. All Lots shall be used for residential purposes only; provided that nothing contained herein shall restrict the right of an Owner to rent all or a portion of their Living Unit to third parties.

Section 2. Site Improvements. Clearance.

- (a) Improvements. An Owner proposing to make improvements on any Lot shall provide all building plans, site plans and exterior colors for approval by the Home Owners Association prior to beginning construction.
- (b) Site Clearing. An Owner proposing to fell or remove existing live trees over four (4) inches in diameter on a Lot, whether improved or not, shall submit a site plan showing the proposed changes, and receive the express written approval of the Home Owners Association prior to commencing the proposed work. An Owner violating this paragraph may be forced to replant such trees by the Home Owners Association. No site clearing or live tree cutting will be permitted within 75 feet of any other lot line.
- (c) Surface Drainage. The natural surface drainage patterns of any Lot shall not be changed by grading, damming, filling or installing of conduits, except with the permission of the Home Owners Association.
- (d) Land Use Laws. Notwithstanding anything to the contrary contained herein, each Owner, by accepting a deed for a Lot, agrees to comply with all laws, rules and codes promulgated by the Town of Hayward, the County of Sawyer, Wisconsin; the State of Wisconsin; and the Wisconsin Department of Natural Resources relating to land use and site improvements.

Section 3. Permitted Buildings.

- (a) Single Family. Construction on all Lots shall be limited to one primary residence, one guest residence where permitted by local land use laws, and an attached or detached

garage and pool building. All guest residences and garages must be properly scaled and be in proportion to and with the primary residence.

- (b) Building Pad or Footprint. All building setbacks from all lot lines shall be as follows:
1. Homes – 30 feet from side lot lines and 75 feet from roads and community trails, and 75 feet from Mosquito Brook Flowage.
 2. Garages – 20 feet from all side lot lines.
 3. Vegetative Buffer – A 50 foot vegetative buffer shall remain along the Mosquito Brook Flowage, all wetlands, community trails, and all roads, with exception of a viewing corridor, not to exceed 20 feet wide, and kept to a minimum of clearing. No clearing allowed between the main trail and Mosquito Brook Flowage.
- (c) Driveway Surface. Driveways shall be constructed with gravel, or bituminous surfaces; provided, however, that the affected Lot Owners may agree to a different surface so long as such Owners receive the prior written approval of the Home Owners Association.
- (d) Exterior Buildings. All building exteriors, including application of exterior color, shall be completed within twelve (12) months from the date construction begins.
- (e) Roofing. All buildings must be roofed with a dark colored textured asphalt roofing material, metal, cedar shingles or shakes or stone, slate or other natural materials.
- (f) Materials. All exterior materials and finishes must be a wood or simulated wood and be approved by the Home Owners Association.
- (g) Design. All plans and specifications and modifications thereof must be approved by the Home Owners Association.
- (h) Cleared Area. Area cleared for homes, yard, pole barn shall be no more than ½ acre. Pole barns shall be limited to 2400 square feet and 25 feet in height, and shall be natural colors to blend with the forest.
- (i) Lot Access. All Lot access shall be through Association roads, and not through county highway or county property.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Construction/Modification of Improvements. No building over 500 square feet shall be commenced, erected or maintained upon any Lot, until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same within the building pad or footprint established by the Home Owners Association shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Home Owners Association.

Section 2. Submittal Requirements. Lot Owners must submit to the Home Owners Association a site plan, building plans and specifications, including all building elevations,

drawn to scale for all buildings to be erected on a Lot within the Property, and must receive the approval of the Association in writing prior to commencing construction, excavation, grading or clearing, Building plans must include specifications as to the exterior materials, finishes and/or colors, including roofing, siding, brick, stone, trip and foundation. These Submittal Requirements may be abbreviated or partially waived in the discretion of the Home Owners Association.

Section 3. Effect of Approval. Upon approval of the building plans, site plan, and specifications by the Home Owners Association and upon receipt of all necessary municipal and other governmental approvals, consents and permits, construction in accordance with said plans and specifications may commence, such construction to be substantially completed within twelve (12) months after the last such approval has been given.

Section 4. Failure to Act. In the event the Home Owners Association fails to approve or disapprove such design and locations within thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such structure or the making of such alterations or to require the removal thereof has been commenced before one (1) year of the date of completion thereof, no right shall exist to enforce those covenants insofar as they require such approval.

Section 5. Authority to Act. The Home Owners Association may appoint in writing one (1) member of such Association who shall have the authority to approve the construction of improvements as set forth in this Article.

Section 6. Enforcement. The provisions of Section 4 of Article VII hereof shall apply to the architectural control provisions of this Article.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Nuisances. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any Owner or to any other person lawfully residing in the Property.

Section 2. No Discrimination in Sale, Lease, Ect., of Living Unit. Neither the Declarant nor any Owner shall discriminate in the sale, lease, rental or in the use or occupancy of a Living Unit because of religion, race, color, creed, national origin, sex, marital status, or status with respect to public assistance or disability or, in furtherance of such covenant, in contravention of the provisions of Wisconsin Statutes and regulations thereunder, which relate to civil rights and discrimination.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as Member or Owner on the records of the Home Owners Association at the time of such mailing.

Section 4. Enforcement. In the event any Owner fails to comply with the provisions of this Declaration or with decisions of the Home Owners Association, such failure will give rise to a cause of action on the part of the Declarant, the Home Owners Association, or any aggrieved Owner for the recovery of damages or for injunctive relief, or both. Enforcement of these covenants and restrictions may be by any proceeding at law or inequity. It is understood that with respect to the provisions of Article VI hereof relating to architectural control, monetary damages are an inadequate remedy and therefore, injunctive relief is warranted.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

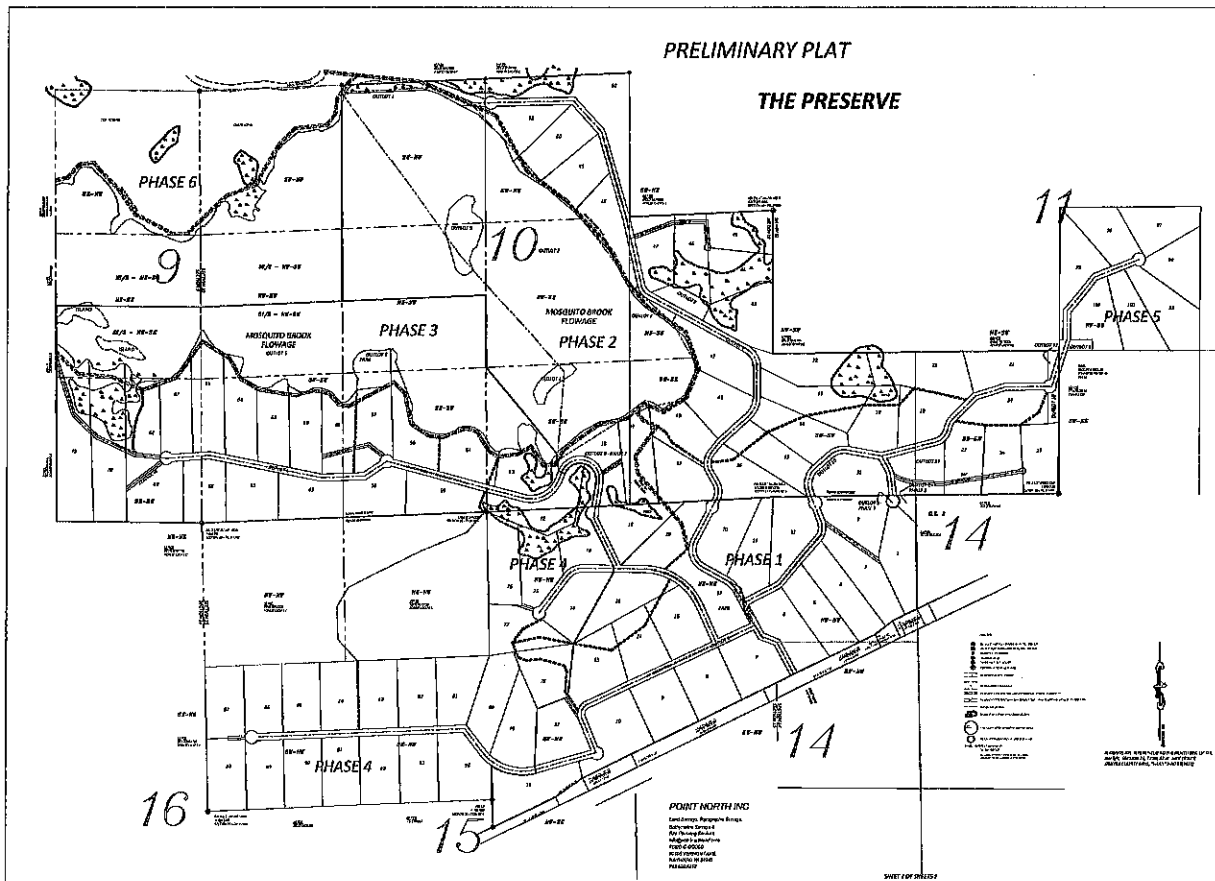
Section 6. Duration of Covenants. Restrictions. The covenants, restrictions and easements of this Declaration shall run with and bind the Property and shall insure to the benefit of and be enforceable by the Home Owners Association or the Owner of any Lot subject to this Declaration, or their respective legal representative, heirs, successors and assigns. The covenants and restrictions herein set forth shall have a term of twenty (20) years from the date this Declaration is recorded, after which time, said covenants and restrictions shall be automatically renewed for successive periods of ten (10) years. Except for the composition of the Home Owners Association, the covenants and restrictions of this Declaration may be amended by not less than fifty-one percent (51%) of the Lot Owners. Any amendment must be property recorded.

In Witness Whereof, the undersigned has hereunto set his hand effective as of the day and year first above written.

[Signature Page Below]

PRELIMINARY PLAT

THE PRESERVE



LICENSE AGREEMENT #E-1045
Helicopter Pad
Chippewa Flambeau Improvement Company
Sawyer County, WI
Moose Lake Reservoir

THIS LICENSE AGREEMENT (the "Agreement") dated this _____, 2024 is by and between **CHIPPEWA FLAMBEAU IMPROVEMENT COMPANY**, a Wisconsin corporation, having an address of 1414 West Hamilton Avenue, P.O. Box 8, Eau Claire, Wisconsin, 54702-0008 ("Licensor") and **TOWN OF ROUND LAKE**, a Wisconsin municipality, having an address of 10625N County Road A, Hayward, WI 54843 ("Licensee").

WITNESSETH

WHEREAS, Licensor is the fee owner of certain real property located in the Southeast Quarter of the Northeast Quarter of Section 14, Township 41 North, Range 6 West, Sawyer County, Wisconsin; and

WHEREAS, Licensee desires access to and use of the above described Property shown in Exhibit A attached hereto and incorporated herein by reference (the "Licensed Property"), for various activities as described below; and

WHEREAS, Licensor is willing to allow Licensee the use of the Licensed Property on a non-exclusive basis, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, Licensor and Licensee agree as follows:

1. Grant of Right of Entry. Licensor hereby grants to Licensee the non-exclusive right to enter upon and use the Licensed Property. Such right of entry is granted only during the time periods listed in this Agreement as set forth in Section 4 below, and only for the purposes set forth in Section 7 below.

2. Grantee's Responsibilities. Grantee shall keep the Licensed Property cultivated or neatly mowed or trimmed, and shall observe the following restrictions:

- (a) No structure shall be built on the Licensed Property and no trees or shrubs or other deep rooted or tall vegetation shall be planted thereon;
- (b) No temporary fixtures, portable equipment, or materials shall be placed on the Licensed Property which may tend to become an eyesore or create a nuisance;
- (c) No automobiles, trucks, or trailers shall be parked on the Licensed Property;

- (d) No use of the Licensed Property shall be made which tends to induce third persons to drive or trespass upon Licensor's lands adjacent to the Licensed Property, or which gives rise to bona fide objections to such use from other residents in the area

3. Non-Interference. Licensee's use of the Licensed Property shall not interfere with Licensor's utilization of the Property for Licensor's business purposes in any way.

4. Term and Fees. The original term of this Agreement shall be from September 1, 2024 until August 30, 2025. Thereafter, the term shall continue from year to year, unless sooner terminated (the "Term"). Licensor may terminate this Agreement for any reason or no reason by providing Licensee with either verbal or written notice. The right for entry shall be limited to the dates listed. The Licensee shall pay to the Licensor a fee in the amount of \$0.00 (Zero Dollars) prior to entering the property.

5. Termination. This License may be 1) terminated by Licensor or Licensee upon 30 days' written notice to the other party; or 2) revoked at any time for cause by Licensor. Upon termination of this License, Licensee shall remove or plow under all crops from License Area and restore the Licensed Property to field. Licensor is not liable for any property or crops of Licensee that are not harvested or are damaged or destroyed due to termination of this Lease. Furthermore, if this License is terminated for cause, Licensor shall be entitled, to all right, title and interest to Licensee's crops located on the Licensed Property, and may seize, utilize or dispose of the same as liquidated damages, with no compensation due Licensee, as Licensor, in its sole discretion, shall determine.

6. Restoration. After termination of the License, Licensee agrees to restore the Encroachment Area to as near their original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from the use of the Encroachment Area.

7. Allowed Uses/Restrictions.

Use of Property:

- (a) Licensee shall use the Licensed Property for the purpose of an emergency helicopter pad.
- (b) The grant to Licensee under Paragraph 1 herein shall extend to, including, but not limited to, its invitees, employees, licensees, agents, independent contractors, subcontractors and suppliers.
- (c) Licensee shall ensure all of the Licensed Property is kept free of rubbish, waste, debris and Licensed Property is kept in a neat, safe and orderly condition.
- (d) Licensee shall ensure that the Licensed Property and the surrounding areas will be returned to Licensor in a cleaned and respectable condition prior to the expiration of the Agreement.

- (e) Any soil disturbance created by the Licensee shall be graded, seeded and mulched to prevent soil erosion.
- (f) The Licensed Property shall not be used in any manner or form inconsistent with the allowed use of the Licensed Property stated herein.
- (g) Licensee shall ensure that there shall be no fires or open burning on the Licensed Property, including but not limited to bonfires, campfires, fireworks, cooking fires, torch burning and open flames.
- (h) Licensee shall ensure that there will not be any references that will defame or present Licensor in a negative or harmful way.
- (i) Licensor shall have the right to pre-approve the exact location(s) of the Permitted Use, reserving the right to make modification to those location(s) when deemed necessary.
- (q) Licensee shall ensure that there shall be no photographing or filming of any of Licensor's facilities located on or near the Licensed Property, including Licensor's power plant facilities.

8. Default. If any default is made by Licensee of any term or condition contained herein, or if this Agreement is terminated as provided in Section 2 above, it shall be lawful for Licensor to declare the Term ended, to enter the Licensed Property, either with or without legal process, and to remove Licensee or any other person or persons occupying the Licensed Property, using such force as may be necessary, without being liable for prosecution, or for damages, and to repossess the Licensed Property free and clear of any right of Licensee. If, at any time, this Agreement is terminated under this paragraph, Licensee agrees to peacefully surrender the Licensed Property to Licensor immediately upon termination, and if Licensee remains in possession of the Licensed Property, Licensee shall be deemed guilty of forcible entry and detainer, and waiving notice, shall be subject to forcible eviction with or without process of law.

9. Insurance.

- A. Licensee shall maintain general liability and other insurance, as provided herein, with insurance companies licensed to do business in the State of Wisconsin. The commercial general liability insurance (including blanket contractual liability) shall insure against claims for bodily injury, death and property damage arising out of Licensee's operations on the Licensed Property. **Such insurance shall afford single limit protection of at least One Million Dollars (\$1,000,000) with respect to personal injury or death and property damage occurring or resulting from one occurrence.**

Such insurance shall include Licensor (Northern States Power Company, a Wisconsin corporation) as an additional insured as respects liability arising out of the ownership, maintenance or use of the Licensed Property, and shall be approved by the Licensor. Licensee shall furnish Licensor with appropriate

certificates of insurance properly executed by such insurance companies evidencing such coverage.

At least 30 days' written notice shall be given to Licensor prior to the cancellation or material alteration of such coverage.

- B. Licensee agrees to maintain, at Licensee's own expense, fire and extended coverage, malicious mischief and vandalism insurance on Licensee's personal property located at the Licensed Property, including inventory, for the full insurable value thereof and shall provide Licensor with a certificate of insurance properly executed by its insurance company evidencing such coverage upon written request by Licensor.
- C. Licensor and Licensee each hereby waives its right of recovery against the other and each releases the other from any claim arising out of loss, damage or destruction to the Licensed Property, or the contents thereon or therein, to the extent covered by a policy of insurance. Each policy (Licensor and Licensee) shall include a waiver of the insurer's rights of subrogation against the party hereto who is not an insured under said policy.

10. Compliance with Laws, Rules & Regulations. At its sole cost and expense, Licensee shall give all necessary notices and obtain all required permits, licenses, authorizations and approvals and shall comply and ensure that all of its employees, agents, independent contractors, subcontractors, suppliers, invitees and representatives comply with all applicable federal, state and local laws, ordinances, governmental rules and regulations relative to the operations under this Agreement, including those relating to the preservation of the public health and safety, employment laws, Environmental Laws, zoning, ordinances, rules and regulations, and those within the Occupational Safety and Hazard Act (OSHA). Licensee shall be liable for any fines or assessments levied thereunder against Licensee resulting from its acts or omissions hereunder.

11. Safety. Licensee shall identify all hazardous and potentially hazardous areas on or about the Licensed Property and shall inform its employees, independent contractors, subcontractors, suppliers, invitees and representatives and members of the public so as to safeguard against any and all hazards or other safety risks.

12. Utility Locates. Licensee is responsible for performing utility locates prior to drilling. Licensee agrees and understands that Licensor may have constructed electric power or natural gas generation, transmission, distribution, or related facilities on, under, or above the Licensed Property. Licensee has been fully advised by Licensor that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. Licensee shall advise Licensee of the existence and nature of such electric and natural gas facilities and the potential danger and risk involved. Licensee shall be responsible for payment in advance if it requests any electric line to be de-energized to perform its work. Electric lines will be de-energized by Licensor, if Licensor determines in its sole and absolute discretion that it will not interfere with Licensor's electric system or service to customers. Licensor may require Licensee to cease access if Licensor determines a line is unable to de-

energize as requested and if not de-energizing the line may pose a safety risk. Any action by Licensor to stop access under this paragraph is for the sole benefit of Licensor and shall not create any duty, obligation or liability to Licensee or any other person.

13. Entry and Monitoring. At all times while on the Licensed Property, the Licensee shall be accompanied by a Licensor representative, unless otherwise authorized in writing by Licensor in advance. Notwithstanding the foregoing, Licensor will have no duty to monitor any activities conducted by Licensee. Any monitoring by Licensor of activities conducted by Licensee on or near the Property is for the sole benefit of Licensor and shall not create any duty, obligation or liability to Licensee or any other person.

14. No Environmental Warranties. Licensor makes no specific or implied disclosure or warranty as to the presence or location of Hazardous Materials on the Licensed Property. Licensee is aware that it is possible that Hazardous Materials could exist anywhere on or near the Licensed Property, accepts the Licensed Property "AS IS", and enters the Property at its own risk.

15. No Introduction of Hazardous Materials. Except with the express written permission of Licensor, Licensee shall not bring onto the Licensed Property, or permit to be brought onto the Property, any Hazardous Materials, or other regulated waste or material (including but not limited to petroleum, asbestos, PCBs, coal, coal ash or coal combustion residuals), which has the potential to spill or be released onto the Property or adjacent areas. In the event Licensee brings Hazardous Materials onto the Property (with or without permission of Licensor), Licensee shall comply with all applicable laws, ordinances, and regulations of federal, state, and local governmental agencies related to such Hazardous Materials. Licensee shall remove such Hazardous Materials from the Licensed Property immediately upon request of Licensor. Licensee shall bear all costs related to environmental investigation, cleanup, removal, or restoration (including but not limited to any cleanup or restoration of any impacted wildlife, water, air, groundwater, natural resources, soil, or land, including, but not limited to, the Licensed Property,) incurred as a result of the presence of such Hazardous Materials on the Property, or arising out of the acts or omissions of Licensee, its agents, sublessees, invitees, or employees.

16. Managing Hazardous Materials. Licensee shall be responsible for properly managing, transporting, treating, storing and/or disposing of any Hazardous Materials Licensee generates at the Licensed Property in connection with the Licensees' activities, including the disturbance or exacerbation of any pre-existing Hazardous Materials encountered by Licensee on the Licensed Property.

17. Notification of Hazardous Materials. Licensee shall notify Licensor of any Hazardous Materials that Licensee encounters on the Licensed Property immediately upon encountering the Hazardous Materials.

18. Licensee to Operate in Accordance with Environmental Laws. Licensee shall conduct all activities in accordance with applicable Environmental Laws, including obtaining all required permits for its activities at the Licensed Property and signing all waste manifests. Licensor shall not be listed as a generator for any wastes generated in connection with the Licensed Facility and/or Licensee's activities.

19. Licensee's Sole Risk and Expense. Licensee agrees that use of the Licensed Property by Licensee hereunder, or its employees, licensees, agents, contractors, subcontractors, invitees, suppliers and other persons, shall be at the sole risk and expense of Licensee.

20. Licensee's Responsibilities. It is the Licensee's responsibility to ensure that the use of the Licensed Property will not be in violation of any lawful regulation, ordinance, statute, order, decree or permit of the Town of Round Lake, City of Hayward, the County of Sawyer, the State of Wisconsin, or any other governmental entity that may have jurisdiction over these Licensed Property. Licensee will not permit or undertake any activities on the Licensed Property that will invalidate Licensee's insurance policy required under Section 9 hereof or that will unduly raise the rate of insurance on the Licensed Property.

21. Costs. Licensee shall timely pay all fees, taxes, wages, salaries and other charges and expenses in any manner associated with this Agreement.

22. Security. Licensee shall provide all security necessary pursuant to this Agreement, including that necessary for its vehicles, improvements, machinery, equipment, facilities and supplies and Licensor shall have no liability, except due to Licensor's gross negligence or willful misconduct, for any injury, loss or damage arising out of Licensee's failure to properly provide such security.

23. Partnership or Joint Venture. Nothing in this Agreement shall be interpreted or construed as a partnership or joint venture between Licensor and Licensee concerning Licensee's operations on the Licensed Property.

24. Release and Indemnity.

(a) As used in this Agreement, the term "Claims" means (i) claims, demands, liens, suits, actions, causes of action, proceedings, orders, decrees, and judgments of any kind or nature whatsoever by or in favor of anyone whomsoever including claims asserted against Licensor by a federal, state, or local government entity; (ii) losses, liabilities, costs, damages, and expenses, including attorneys' fees, expert witness fees, consultant fees, and court and arbitration costs, at all levels, whether or not litigation or arbitration is commenced; (iii) fines and penalties; (iv) environmental costs, including, but not limited to, investigation, removal, remedial, and restoration costs, natural resource damages, and consultant and other fees and expenses; (v) damages of any kind, including lost profits and consequential damages; and (vi) any and all other costs or expenses.

(b) As used in this Agreement, the term "Injury" means (i) death, personal injury, or property, environmental, or natural resources damages, and any other losses, obligations, or damages incurred by Licensor for which Licensor would reasonably expect to have obligations under Environmental Laws; (ii) loss of profits or other

economic injury; (iii) disease or actual or threatened health effects; or (iv) actual damages.

(c) Licensee covenants and agrees to at all times protect, indemnify, release, save, and hold harmless, and defend Licensor, its directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates from and against any and all Claims or any Injury actually occurring, as a result of, or arising from, Licensee's uses of the Licensed Property as set forth herein or related to:

1. this Agreement;
2. any act or omission of Licensee, or any of Licensee's employees, agents, contractors, or consultant or any of their invitees; or
3. Licensee's or any other person's presence at the Licensed Property as a result of or related to this Agreement.

(d) Licensee's duty to protect, indemnify, hold harmless, release, and defend under subparagraph 24(c) above shall apply to any and all Claims and threatened Claims, and Injury arising from Licensee's uses of the Licensed Property, including, but not limited to:

1. Claims asserted by any person or entity, including, but not limited to, employees of Licensee or its agents, independent contractors, subcontractors, invitees, suppliers, representatives, and customers, or their employees;
2. Claims arising from the presence, release, disturbance, and/or exacerbation of any Hazardous Materials as defined above, regardless of origin, in, on, over, or around the Licensed Property, or the off-site transportation and/or disposal of any Hazardous Materials. This indemnification and release does not apply, however, to any Claims arising out of or related to Hazardous Materials first generated, and brought onto and introduced to the Licensed Property, by Licensor, unless such pre-existing Hazardous Materials are disturbed or exacerbated by Licensee;
3. Claims arising from, or alleged to be arising in any way from, the acts or omissions of Licensee, its invitees, employees, licensees, agents, and contractors;
4. Provided, Licensee's duty to protect, indemnify, hold harmless, release, and defend hereunder shall not apply to any Claims or threatened Claims or Injury arising out of the gross negligence or willful misconduct of Licensor.

(e) The term "Hazardous Materials" includes any substance, pollutant, contaminant, chemical, material or waste that is regulated, listed, or identified under any Environmental Laws, or which is deemed or may be deemed hazardous, dangerous, damaging or toxic to living things or the environment, and shall include, without

limitation, any flammable, explosive, or radioactive materials; hazardous materials; radioactive wastes; hazardous wastes; hazardous or toxic substances or related materials; polychlorinated biphenyls; petroleum products, fractions and by-products thereof; asbestos and asbestos-containing materials; perfluoroalkyl and polyfluoroalkyl substances, medical waste, solid waste, and any excavated soil, debris, or groundwater that is contaminated with such materials.

- (f) The term "Environmental Law" includes any and all applicable environmental laws, whether imposed by statute or derived from common law including, but not limited to, the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (42 U.S.C. § 9601, et seq.), the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Hazardous Material Transportation Act, (49 U.S.C. § 5101, et seq.), the Federal Water Pollution Control Act, (33 U.S.C. § 1251, et seq.), the Clean Air Act, (42 U.S.C. § 7401, et seq.), and applicable state counterparts, and their implementing regulations, all as amended from time-to-time, and all other comparable federal, state or local environmental, conservation or environmental protection laws, human health and safety, rules or regulations.
- (g) Notwithstanding any provision of the foregoing that may be interpreted to the contrary, this indemnity will not apply to any Claims if and to the extent directly caused by the gross negligence or willful misconduct of Licensor. Licensee's obligations under this Section shall survive the expiration or termination of the license and this License Agreement until satisfied.

25. Covenant Not to Sue. Licensee, for itself and its representatives, successors, and assigns, does hereby covenant and agree not to sue or bring any action (whether legal or not) against Licensor for injuries sustained to Licensee's person and property or the person and property of Licensee's employees, agents, independent contractors, subcontractors, invitees, suppliers, representatives and customers due to or in anywise growing out of or connected directly or indirectly with Licensee's stated and associated activities and presence in and about the Licensed Property except due to Licensor's gross negligence or willful misconduct.

26. Disclaimer of Warranty. Licensor makes no representation as to the suitability of the Licensed Property for the Permitted Use and no such representation, or any other representations, are made by Licensor or shall be implied by operation of law or otherwise. Additionally, Licensor shall have no responsibility or liability, of any kind, type, nature or description on account of the failure, cessation or termination of electric service to the Licensed Property; on account of inadequate or improper functioning of the equipment of Licensee; on account of any interference, regardless of source, with the exception of interference caused by any of Licensor's equipment that is not operating within its own specific license parameters, with signals transmitted from the equipment of Licensee, of any kind, type, nature or description, including by way of illustration but not limitation, loss or damage due to fire, water, windstorm, hail, lightning, earthquake, riot, vandalism, theft, acts of contractors, acts of agents or employees or others utilizing the Licensed

Property, or for any other cause whether originating from, within or without the communications system of Licensee. Further, Licensor shall have no liability or responsibility of any kind, nature or description for maintenance, repair, restoration or renovation of the equipment of Licensee.

27. Assignment. Licensee shall not assign, sell, delegate, subcontract or otherwise transfer or encumber in any manner whatsoever, all or any portion of the rights, duties or obligations under this Agreement. Any such transfer or encumbrance shall be null and void and shall permit Licensor to terminate this Agreement immediately without written notice.

28. Licensor's Reserved Rights. Licensor reserves the right, at any time and from time to time, to make such use of the Licensed Property as it may desire, at its sole discretion and for any purpose, including, but not limited to, the construction, operation or maintenance of its electric power generation, transmission or distribution and appurtenant facilities located or to be located on the Licensed Property. In the exercise by Licensor of the foregoing rights, Licensor will use its best efforts not to unreasonably interfere with the Permitted Use. However, Licensor shall not in any event be liable for inconvenience, annoyance, disturbance or other damage to Licensee, or the Permitted Use, by reason of the exercise of the foregoing rights or any other rights of Licensor to enter into or use the Licensed Property, and the obligations of Licensee under this Agreement shall not be affected in any manner.

29. Distance and Height Requirements. Licensee shall construct and use the Property so as to maintain the maximum distance between the Permitted Use and Licensor's electric, natural gas, and/or railroad facilities, or other facilities located on the Property, allowable by the height, width and terrain of the Property. If the Permitted Use crosses over or under Licensor's electric, natural gas, and/or railroad facilities, the crossing shall be as directed by Licensor. Notwithstanding the foregoing, minimum vertical and horizontal separations, as directed by Licensor, shall be maintained on all crossings and parallel encroachments. A working clearance of 15 feet between the electrical conductors and any equipment used under or near the transmission line, and a clearance of 10 feet to the physical proximity of workers must be maintained at all times. In addition, any construction near the transmission line shall comply with all OSHA Safety Clearances.

30. Removal and Relocation. Licensee shall remove at its own expense, the Permitted Use from the Property, or any part thereof, or relocate the same to a different location on the Property as requested by Licensor, if the Permitted Use should interfere in Licensor's sole and absolute discretion, with the operation and maintenance of Licensor's facilities as now or hereafter constructed. In the event that Licensee's use of the Property should, in the reasonable judgment of Licensor, constitute a hazard to Licensor's facilities or the general public, Licensor may require immediate removal, relocation, or modification of the Permitted Use to eliminate such interference or hazard, and may suspend Licensee's right to use the Property under this License until such removal, relocation, or modification is completed.

31. Licensor's Electric Power Advisory. Licensee agrees and understands that Licensor has constructed electric power generation, transmission, distribution, or related facilities on the Property; Licensee has been fully advised by Licensor that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. Licensee shall advise all of its employees, licensees, agents, contractors,

subcontractors, invitees, suppliers and other persons who enter upon the Property, pursuant to the provisions of this License, of the existence and nature of such electric facilities and the potential danger and risk involved.

32. Encumbrances. Licensee shall keep the Licensed Property free and clear of any and all liens and encumbrances arising or which might arise, for any reason, out of Licensee's occupancy and use of the Licensed Property.

33. Entire Agreement. This Agreement and Exhibits attached hereto and by this reference incorporated herein, constitute the full and complete understanding of the parties regarding the subject matter hereof. This Agreement shall supersede and replace all prior or contemporaneous oral or written agreements, correspondence or understandings. Any modification or amendment of this Agreement must be made in writing and executed by both parties hereto.

34. Amendment. This Agreement may be amended only by a written amendment signed by both parties.

35. Licensed Interest Only. This Agreement does not convey an interest in real property.

36. Non-Transferable Right. This Agreement shall not pass with title to Licensee's personal property or improvements and shall not run with the Licensed Property.

37. No Waiver. Any implied or unwritten consent of Licensor in any instance to any variation of the terms or conditions of this Agreement shall not be deemed as a waiver as to any breach of covenant or condition herein contained, nor shall any waiver or modification be claimed as to any provision of this Agreement unless the same shall be endorsed hereon by Licensor. Failure of Licensor to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver of relinquishment of Licensor's right to thereafter enforce any such term, covenants, agreement or condition, but the same shall continue in full force and affect.

38. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Wisconsin.

39. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

40. Binding Effect. All the terms, conditions and covenants of this Agreement shall be binding and shall inure to the benefit of the successors and assigns of the parties hereto.

41. Facsimile Counterparts. This Agreement may be executed and delivered by facsimile signature, and in more than one counterpart, each shall be deemed an original and all of which together shall constitute one and the same instrument.

42. Notices. All notices to either party to this License shall be effective upon personal delivery or by deposit of the same in the United States mail postage prepaid, certified or registered and addressed as follows:

Licensor:
Northern States Power Company
Siting & Land Rights
1111 South 103rd Street
PO Box 8
Eau Claire, WI 54702-0008

Licensee:
Town of Round Lake
10625 N County Road A
Hayward, WI 54843

Either party may change its address for notice by providing written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the dates first above written.

LICENSOR:

**CHIPPEWA FLAMBEAU IMPROVEMENT COMPANY,
a Wisconsin corporation**

By: _____
Name: Karl J. Hoesly
Title: President

LICENSEE:

**TOWN OF ROUND LAKE,
a Wisconsin municipality**

By: _____
Name: Rolfe Hanson
Title: Chairman

PINE POINT RD

024641141403

024641141401

Town of
Round Lake

West Fork
Chippewa River

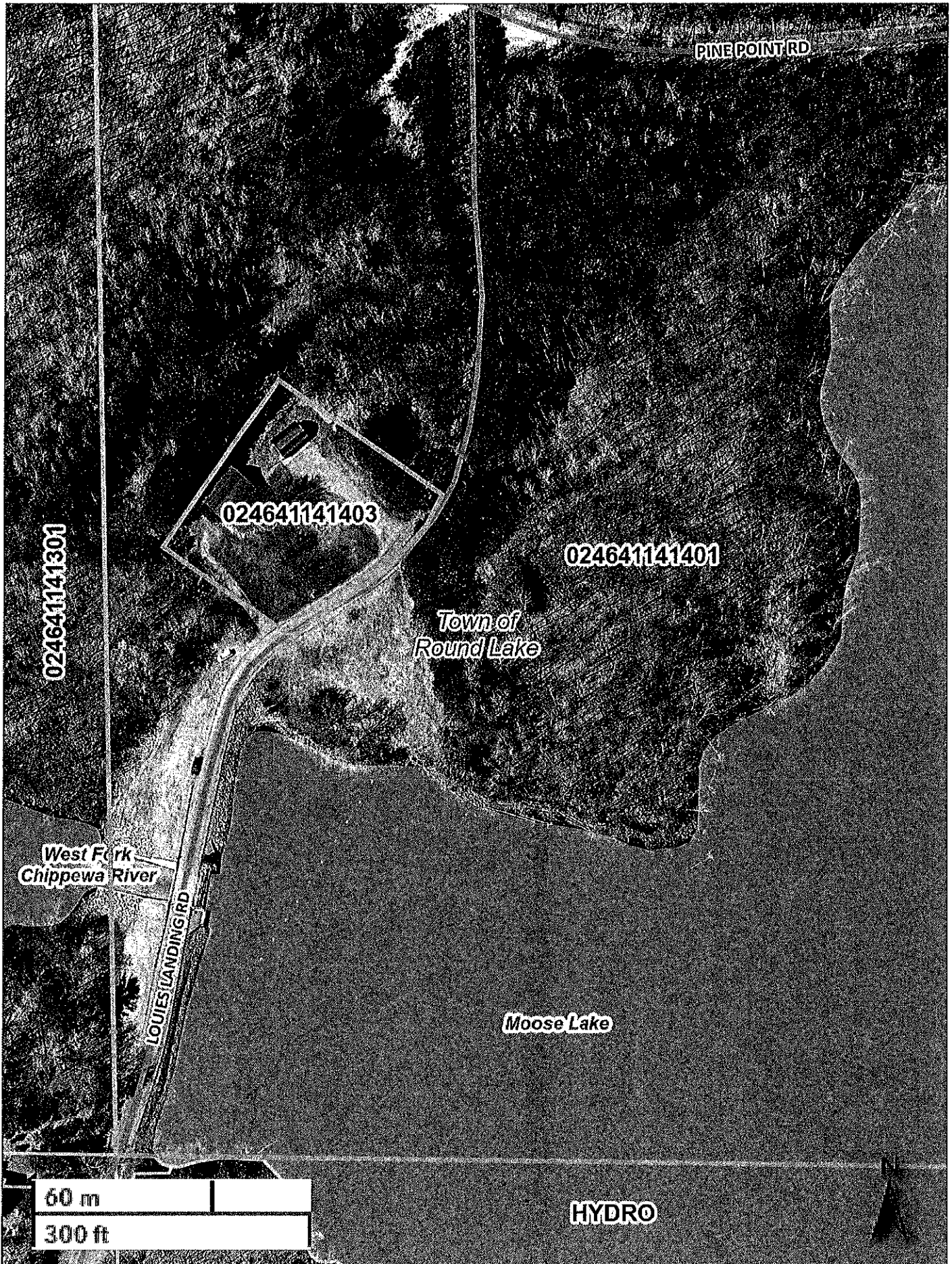
LOUISE LANDING RD

Moose Lake

60 m

300 ft

HYDRO



FW: Helicopter Pad Agreement

From: jstrandlund@townofroundlakewi.org <jstrandlund@townofroundlakewi.org>

Sent: Tue, Aug 20, 2024 at 5:04 pm

To: Town Lake

Agreement - License - CFIC Licensor.pdf (1.2 MB)

Please send to all board members. Thanks!

-----Original Message-----

From: "Tollefson, Blake R" <Blake.Tollefson@xcelenergy.com>

Sent: Tuesday, August 20, 2024 3:54pm

To: "jstrandlund@townofroundlakewi.org" <jstrandlund@townofroundlakewi.org>

Subject: Helicopter Pad Agreement

DOCK MAINTENANCE AGREEMENT

For the mutual values and consideration received the Town of Round Lake, a Municipal Corporation, hereinafter referred to as the Town, and the Moose Lake Club, Inc., a Wisconsin Corporation, hereinafter referred to as the Club, agree as follows:

1. There is a public landing where the end of Moose Lake Club Road meets Moose Lake.
2. There is currently a dock on each side of the ramp at the landing referred to in Paragraph Numbered 1 herein.
3. The Club agrees to maintain both of said dock. at the landing in safe and serviceable condition for the benefit of the general public at the Club's expense.
4. The Club assumes all liability for the maintenance and use of those docks by the Club and the general public; will defend the Town against all claims against the Town arising from the use and condition of said docks; and will maintain such insurance coverage as the Town deems necessary to cover such liability for the benefit of the Town. The Club will provide proof of such insurance on an annual basis.
5. An agent for the Town and an Agent for the Club shall jointly visit and inspect/view the condition of the docks in June of each year to discuss any needed maintenance or repairs.
6. The Club will do normal maintenance and repair of the docks as needed. Any major replacement, removal, or reconfiguration of the docks may not be done without prior notice and consent of the Town.
7. It is understood by the parties that even though the Club is providing maintenance and repair of the docks, that does not give the Club or its members special or greater use of the public landing or docks than is given to the general public.
8. This agreement shall continue for eight (8) years from the date of the signing of this agreement, but may be terminated by the Town upon

Sixty (60) days written notice to the Club if the Club fails to meet its responsibilities under this agreement.

Town of Round Lake

Moose Lake Club Inc.

By: _____
Chairman

By: _____
President

Dated: _____

Dated: _____

By: _____
Clerk

By: _____
Sec./Treas

Dated: _____

Dated: _____

Dock Maintenance Agreement

From: Mary K. Murphy <jimmurphyll@yahoo.com>
Sent: Thu, Jul 18, 2024 at 3:44 pm
To: town@townofroundlakewi.org
Cc: Dave Sanders, Jessica Koontz, Beth Remark

Screenshot_20240716-194621.png (1.5 MB)

To: Town of Round Lake Board of Supervisors
From: Jim Murphy, President - Moose Lake Club
Subject: Dock Maintenance Agreement

After speaking with Supervisor Strandlund last week it has become clear that there has been a misunderstanding regarding the scope of the dock maintenance agreement for the docks at the end of Moose Lake Club. We now understand that the agreement is to only cover the single slip dock to the left of boat launch ramp (see the attached picture). This is the dock that Mr. Dean Broberg spoke of during the June Town of Round Lake (TRL) Board of Supervisors meeting which he reported that someone had been injured on.

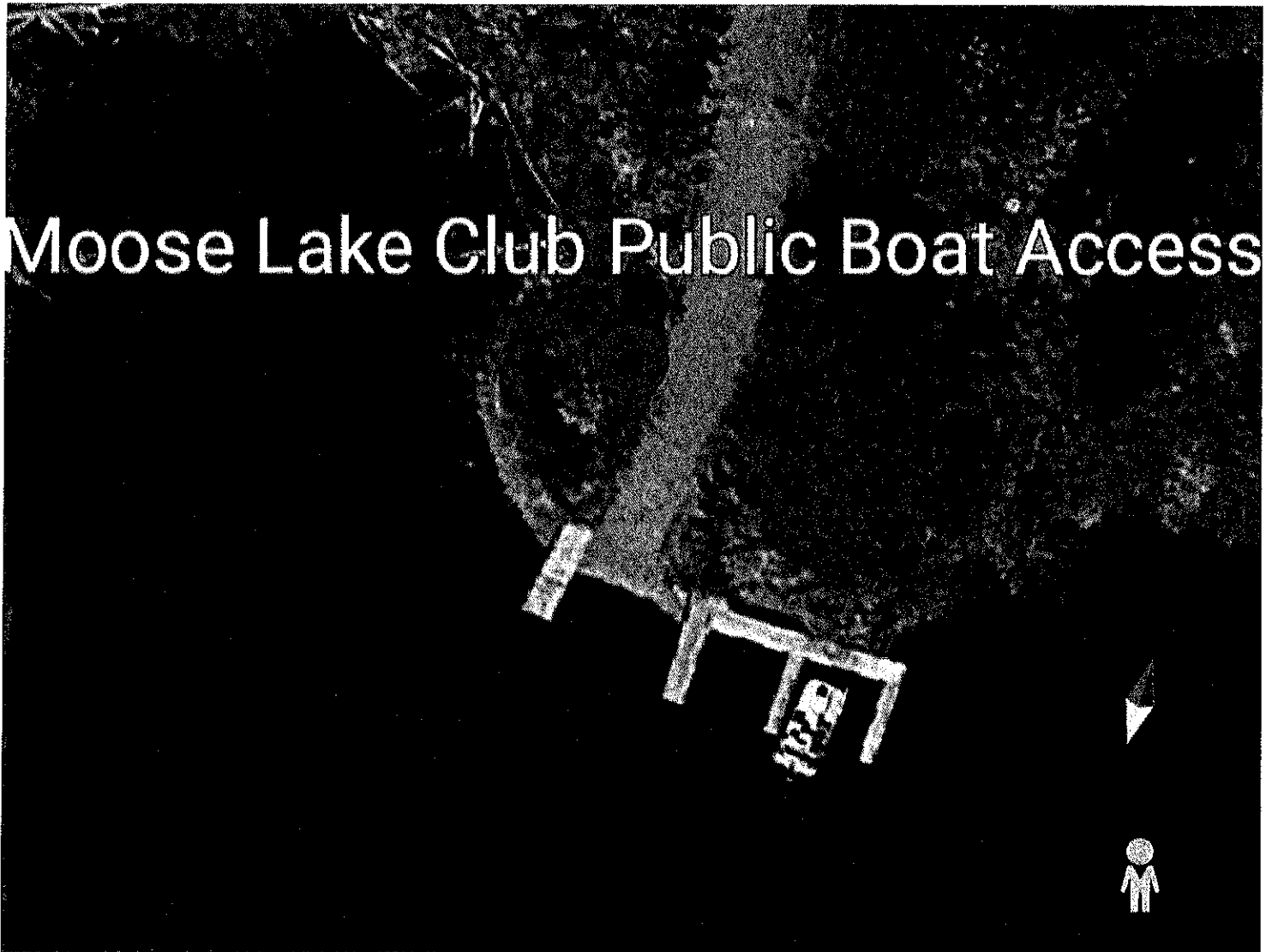
As previously discussed our members do not use this dock but have over the years done some minor repairs to keep it serviceable for the general public. In fact further research indicates that the Moose Lake Club did not install this dock at its present location despite some second-hand comments that we did.

Based on our conversation with Supervisor Strandlund we therefore respectfully decline to sign the dock maintenance agreement. Perhaps, there may be some other organization that may wish to take responsibility for that dock.

We plan to largely replace/repair the docks to the right of the boat launch and will continue to list the Town of Round Lake as an additional insured. It is understood that these docks will be available to anyone to use on a "first come/first served" basis.

Please let us know if you have any questions regarding our position.

Sincerely,
Jim Murphy
President
Moose Make Club



Town of Round Lake Public Records Request Fee Schedule 2024

Location of records – No charge will be made for time locating records unless it is anticipated that the cost of staff time to locate the records will exceed 1 hour. If time to locate records exceeds 1 hour a fee of \$20.00 per each additional hour increment will be added to the record production costs listed below.

Inspection of Records without Copies – If a requester wishes to examine records in the Town Office but does not choose to obtain copies, there will be no charge unless there is more than a total of one hour of staff time devoted to locating the records. If time to locate records exceeds 1 hour a fee of \$20.00 per each additional hour increment will be charged.

Paper Copies or Paper Records:

8.5 by 11 inches (1-sided) Black & White	\$0.25
8.5 by 11 inches (1 sided) Color	\$0.50
8.5 by 11 inches (2-sided) Black & White	\$0.35
8.5 by 11 inches (2-sided) Color	\$0.65

11 by 14 inches (1-sided) Black & White	\$0.35
11 by 14 inches (1sided) Color	\$0.60
11 by 14 inches (2-sided) Black & White	\$0.50
11 by 14 inches (2-sided) Color	\$0.75

Paper Records to Digital Copies Vi E-mail Attachments Fee is \$0.25 per page plus \$2.00 reflecting the assumed staff time involved (less than 5 minutes) to scan the document, attach it, and e-mail it. If staff time is more than assumed 5 minutes the charge will be \$2.00 for each additional five –minute increment.

Digital Records to Digital Copies via E-mail Attachments – Digital copies via email of a digital record the fee is \$2.00.

Prepayment – If it is anticipated that the fees will exceed \$5.00, the Town may request prepayment, if over \$50.00 the Town will require prepayment

Minimum Fee – No fees will be assessed if the total cost of the request is less than \$5.00. Therefore, in many instances assuming the staff time is no more than five minutes and there is no postage or copy cost, many record request will be fulfilled at no cost to the requester.

Dated 9/12/2024

SAWYER COUNTY PUBLIC RECORDS REQUEST FEE SCHEDULE – 2024

"An authority may impose a fee upon the requester of a copy of a record which may not exceed the actual, necessary and direct cost of reproduction and transcription of the record, unless a fee is otherwise specifically established or authorized to be established by law." Wis. Stat. § 19.35(3)(a).

Sawyer County establishes its fees based on the cost of materials involved, the staff time involved, and postage. Staff time is calculated based on the pay rate of the lowest paid employee able to fulfill the request. For clerical only requests, the hourly pay rate will be \$23.06. For requests exceeding clerical needs, pay rate will be calculated using actual hourly rate of employee plus benefits of the lowest paid staff capable of performing the task. It is assumed that staff time on electronic tasks and processing will ordinarily take no more than five minutes.

Location of Records – No charges will be made for time locating records unless it is anticipated that the cost of staff time to locate the records will exceed \$50.00. If location costs are charged, they may be added to the record production costs listed below.

Inspection of Records without Copies – If a requester wishes to examine records in the departmental offices but does not choose to obtain copies, there will be no charge unless there are more than a total of two hours of staff time devoted to locating the records.

Paper Copies of Paper Records – If a requester seeks paper copies of a paper record on a standard, business-sized sheet, the fee is \$0.25 per page for black-and-white copies, reflecting the cost of materials. If staff time is more than the assumed five minutes to print the copies, it will be charged at \$1.92 for each five-minute increment, which is based on the pay rate of the lowest paid staff capable of performing the task. If mailed, actual postage cost may be added.

Paper Copies of Digital Records – If a requester seeks paper copies of an electronic record, on a standard, business-sized sheet, the fee is \$0.25 per page for black-and-white copies, reflecting the cost of materials. If staff time is more than the assumed five minutes to print the copies, it will be charged at \$1.92 for each five-minute increment, which is based on the pay rate of the lowest paid staff capable of performing the task. If mailed, actual postage costs may be added.

Paper Records to Digital Copies via E-mail Attachments – If a requester seeks digital copies via e-mail of a paper record, the fee is \$0.25 per page, plus \$1.92, reflecting the assumed staff time involved to scan the document, attach it, and e-mail it. If staff time is more than the assumed five minutes, it will be charged at \$1.92 for each five-minute increment, which is based on the pay rate of the lowest paid staff capable of performing the task.

Digital Records to Digital Copies via E-mail Attachments – If a requester seeks digital copies via e-mail of a digital record, the fee is \$1.92, reflecting the assumed staff time involved to attach the document and e-mail it and is based on the pay rate of the lowest paid staff capable of performing the task.

Digital Records to Digital Copies via Physical Medium – If a requester seeks digital copies via physical medium, the fee per thumb drive is \$5.00 for 64GB or under, and \$10.00 for 128GB. In addition, there will be a charge of \$1.92 reflecting the assumed staff time involved in making the copies, which is based on the pay rate of the lowest paid staff capable of performing the task. If staff time is more than the assumed five minutes, it will be charged at 1.92 for each five-minute increment. For requests requiring additional skill or capabilities to perform the task, the pay rate will be calculated using actual hourly rate of employee plus benefits of the lowest paid staff capable of performing that advanced task. If mailed, actual postage costs may be added. Other media will be based on the actual cost of the medium. The requester may not provide its own medium based of safety and security concerns.

Conversion of File Format – If the requester seeks a digital record in a file format other than the one in which it is maintained by the County, staff time for reproduction in the preferred format will be charged at \$23.06 per hour.

Requests to Law Enforcement for Audio and Video Records – Subject to 2023 Wisconsin Act 253, creating Wis. Stat. §§ 19.35 (3)(h), the Sheriff's Department may impose a fee upon a requester for the actual, necessary, and direct cost of redacting, whether by pixelization or other means, recorded audio or video content to the extent redaction is necessary to comply with

applicable constitutional, statutory, or common law. The ability to charge a fee is subject to the provisions as written in Wis. Stat. §§ 19.35 (3)(h).

Prepayment – If it is anticipated that the fees will exceed \$5.00, the County may request prepayment, if over \$50.00 the County will require prepayment.

Minimum Fee – No fees will be assessed if the total cost of the request is less than \$5.00. Therefore, in many instances, assuming the staff time is no more than five minutes and there are no postage or copy costs, many record requests will be fulfilled at no cost to the requester.

DRAFT

TOWN OF ROUND LAKE

10625 N County Road A
Hayward, WI. 54843
Phone 715- 462-9271



FEE SCHEDULE COPIES OF TOWN RECORDS:

Copies: .25 per copy — paper / digital — plus ? per 5 min
Tapes: \$5.00 per tape
Research: \$10.00 per hour — Time 20-25 hour

No Fee less than
5.00?

The person or persons requesting such information will pay additional fees: postage, phone calls and any other charge relative to the preparation and transmittal of material.

Send written request and payment to:

Town of Round Lake
Kathy McCoy, Clerk
10625 N County Road A
Hayward WI 54843