

VILLAGE OF OSCEOLA PLAN COMMISSION MEETING

Date: Tuesday, May 2nd, 2023
Time: 7:00 p.m.
Place: Large Conference Room (Rm 205)
310 Chieftain Street
Osceola WI 54020

PLAN COMMISSION AGENDA

1. Call the meeting to order
2. Approval of agenda
3. Approval of minutes
 - a. March 7, 2023
 - b. April 5, 2023
4. Discussion and possible action re:
 - a. Sunset Meadows Subdivision Update – Mike Viebrock
 - b. Authorize to sell land – Parcels in Packet
5. Future agenda items and updates
 - a. Comp Plan discussion in June
 - b. TID Information at May Board Meeting (Baird Coming)
6. Adjourn

NOTE: It is possible that members of other governmental bodies of the municipality may be present at the above scheduled meeting to gather information about a subject over which they have decision-making responsibility. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Village Hall at (715) 294-3498.

PLAN COMMISSION MEETING PROCEEDINGS

April 5th, 2023

The Plan Commission of the Village of Osceola met on April 5th, 2023 to hold a regular monthly meeting Chair Deb Rose called the meeting to order at 7:00 p.m.

Present: Deb Rose, Jeromy Buberl, Kim O'Connell, Bill Chantelois V, Dennis Tomfohrde, Rob Bullard, Tyler Norenberg

Excused:

Staff present: Devin Swanberg

Others present: Peter Paidar, Holly Walsh, Nealy Yakes, Mark Kozlak Sandy Caravelli, Thomas Caravelli

Motion to approve the agenda with flipping B and A was made by Buberl, second by Tomfohrde motion passed 7-0

Motion to approve the minutes of the 2/27/2023 commission meeting was made by Buberl and seconded by Norenberg motion passed 7-0, make appropriate edits to the 3/7/23 Meeting and bring back next month.

O'Connell made a motion to take of the Ordinance discussion on first floor residential for a mix use Building in the B1 district off the table. Seconded by Buberl motioned carried 7-0

Village Attorney Paul Mahler presented the changes to the ordinance that was suggested by the planning commission in the March meeting. This ordinance would allow first floor residential in a mix use building outside of the historic downtown district via a CUP. This would keep all first floor residential out of the core businesses district a concern of many planning commission members.

Buberl asked why the expanded zone east of Cascade should be included.

Concerns about another public hearing were asked. Mahler informed the commission that the heart of the ordinance of allowing first floor residential in a mix use building via CUP was what the public hearing was on and that changes to the ordinance shows that the process worked. This is also in no way spot zoning.

Pete Paidar spoke about changing ordinances for a project to appeal to a developer and concerns about the application that was presented in August of 2022.

Jamie Muscha- Residents might not be engaged enough to understand fully what is being discussed and more time and information is needed. Also mentioned we should be focusing on the comp plan and getting that updated.

Thomas Caravelli – The parking situation is an issue, and the restaurant will cause parking problems. We are creating a problem we do not have currently.

Mark Kozlak- Cars and parking will be a problem. Creating nuisances, we do not have currently. Public safety could become an issue. TID developments do not work, citing some Minnesota cities as examples of this.

Norenberg was asking why NR-118 was not cited directly in the ordinance. Mahler responded that state statues change and referencing the statue is far more efficient than changing our village ordinance every time NR-118 changes.

Rose mentioned that don't change for the sake of change, more hurdles to overcome and need to take a step back as a whole.

Motion to recommend to the village board the ordinance as presented made by Buberl seconded by Bullard. Motion failed 3-4. In favor Buberl, Bullard, Chantelois against Rose, O'Connell, Norenberg, Tomfohrde

Administrator Swanberg gave an update on TID #3 presented sheets with current funds in the TID and one with a large project in the TID. He answered questions regarding the TID and will bring a representative from Baird at a future meeting when another Project will need TID.

Future agenda items and updates – Comp Plan and Village Code

Meeting Adjourned at 8:36

Respectfully submitted by
Devin Swanberg
Village Administrator

NOTE:
See additions to this agreement
under 1998 agreement with village
to extend sewer/water through
South 40 acres to airport road. JV

VILLAGE OF OSCEOLA DEVELOPMENT CONTRACT

*This is for
Phase #1 of
Sunset Meadows*

This agreement is made this 11th day of June, 1996, between the Village of Osceola, Wisconsin, hereinafter referred to as Village, and Gerald Viebrock, 513 Gerald Street, Osceola, Wisconsin, hereinafter referred to as Viebrock.

The purpose of this agreement is to set forth the terms and conditions under which Viebrock shall develop and the Village shall accept the Sunset Meadows subdivision located in Osceola and described as follows.

Outlots 168 and 171 of the Village of Osceola Outlot Plat of record in the Register of Deeds Office in and for Polk County, Wisconsin. EXCEPT the following parcels:

- 1) Lot shown on Certified Survey Map 1832 as recorded in Volume 8 page 180 of said Maps in the Register of Deeds Office in and for Polk County, Wisconsin.*
- 2) That property deeded to Dennis and Elizabeth Tomforde as recorded in a land contract recorded in Volume 599 page 677 in said Register of Deeds Office.*
- 3) That parcel of land deeded to the Village of Osceola, a Municipal Corporation of Wisconsin, as recorded in a Warranty Deed in Volume 513 page 378 in said Register of Deeds Office. (Airport road).*
- 4) Part deeded for County Trunk Highway "M" as recorded in Volume 550 page 724 in said Register of Deeds Office.*

The development of the subdivision shall follow the standard subdivision ordinance with the exception of those items specified in the following outline below:

1. Street width and design. The streets in this subdivision shall be constructed on 50' right of ways and shall be 32' from curb back to curb back. When street curves are required, the center line of the street shall follow an arc formed by a radius of 50' or greater.

2. Utilities:

- A. Water lines. The main water line serving the development shall run from north to south and be constructed at a minimum size of 12 inches ISD. All other water lines in the area shall be minimum of 6 inches in diameter. All shall be buried at a depth to prevent freezing or be insulated.
- B. Sewer lines. The sewer line shall be constructed to grade and shall have a minimum size flowing north to south of 10 inches. Gravity flow laterals shall be a minimum of 8 inches in size.
- C. All other utility services shall be underground as well.
- D. Any over sizing of utility lines required by the Village shall be at Village expense.
 - a. The Village shall reimburse Viebrock the difference in cost between the 10" water line planned for and the 12" line the Village required.
 - b. The Village shall reimburse Viebrock the difference in cost between the 8" sewer line planned for and the 10" line the Village requires.

3. Storm drainage. The storm drainage shall conform to the plan attached hereto and entered as Exhibit A, showing the terrain, the flow of water and the appropriate structures. Storm drainage on all building lot shall, at a minimum, also meet the requirements set forth in a letter addressed to the Osceola village board, dated June 3, 1996 and attached hereto and labeled Exhibit ~~X~~ C. *g/100.*

4. Parks.

- A. The wetland or major park. This park shall consist of all of the major wet land in Outlots 168 & 171 of the Original Outlot Plat of the Village of Osceola and shall serve as a natural vegetative park for the Village. *↗* The Village agrees to accept The major wet land in Outlots 168 and 171 of the Original Outlot Plat of the Village of Osceola adjacent to Sunset Meadows Planned Unit Development for a natural park. The deed to the Village will contain a restriction whereby; if the land is no longer used for a natural park, it shall

NOTE: (This note not part of this agreement)
On 10.2.97 JV called attorney Tim Laux. Above paragraph "Village agrees to accept The major wet land Laux said I shouldn't have to deed it to them if I don't want to.

on

revert to the previous owner. Specifically, a walking path through the area shall not be considered to change its natural state. The village will work with private donations to construct a walking path around wetlands. Viebrock may dig out pockets prior to January 1, 2006 in the wet land to provide open water, subject to DNR approval. Maintenance and management of these pockets or ponds shall vest in the Sunset Meadows Homeowners Association.

B. Other park land. Toddler play areas shall be provided on existing easements at the discretion and under the management of the Sunset Meadows Homeowners Association..

5. Covenants.

A. All deeds in the subdivision shall carry a covenant providing a noise abatement language. Such language shall be attached hereto and labeled as Exhibit B.

B. Garage space. Each home in this area shall have a two stall garage, of a 440 square foot minimum size. An enclosed garage shall be provided for each vehicle regularly kept over night by property occupants.

C. Trees. Each lot shall be planted with a minimum of four trees, at least 3/4 inch in diameter or 6 feet tall and shall be of such varieties as are approved by Viebrock or the Sunset Meadows Homeowners Association. Specifically, included in that list at this time are seedless ash, maple, oak, spruce, balsam or other conifers.

6. Lot size. Lots in this subdivision shall be granted a front footage variance to 85' on rectangular lots, and less, as shown on the plat, on lots on the outside radius of curves.

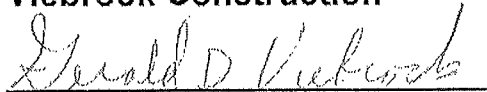
7. Street lighting. Lighting shall be consistent with the general residential lighting in the Village.

8. Sidewalks shall be as shown in the *PRELIMINARY PLAN OF PLANNED UNIT DEVELOPMENT FOR VIEBROCK CONSTRUCTION* dated January 8, 1996. Approved 1/9/96.

9. Modification to the preliminary plat. Viebrock may desire to rezone the southern approximately 300 feet of the development area to commercial or light industrial as a buffer between his housing and the airport. All ordinances and regulations shall be interpreted as permissive as possible by the Village when considering this request for rezoning.
10. Miscellaneous.
- A. The road to the south end of the development. If at the time Viebrock develops the southern portion of this subdivision, the private road entering the airport at that location has not been upgraded to street status, Viebrock shall replat the southern end looping the road rather than extend it so as to exit the southern end at the airport. All ordinances and regulations shall be interpreted as permissive as possible by the Village when considering this request to loop the road.
 - B. Inspections during Construction. The Village shall be responsible for providing for and compensating the on site construction inspector. By providing the construction inspection function the Village does not in any way relieve the developer of the responsibility for compliance with the provisions of the development contract and the requirements of the plat.
 - C. Items not specifically mentioned above shall be governed by the subdivision code and zoning code of the Village of Osceola as it currently exists or as it exists at the time any modifications to this contract for this planned unit development are requested. The foregoing represents the entire agreement between the Village and Viebrock relative to this planned unit development.

The terms of this agreement are understood, agreed and effective on the date first mentioned above.

Viebrock Construction



Gerald D. Viebrock, Developer

Village of Osceola



Charles E. Jensen, President



Harlin O. Owens, Administrator

**PROTECTIVE COVENANTS OF SUNSET MEADOWS
PLANNED UNIT DEVELOPMENT**

THIS DECLARATION, made by Gerald D. Viebrock, the Declarant and the record title holder of the parcel of land hereinafter described, for the purpose of imposing upon such lands the following conditions, restrictions, covenants, and charges which shall run with the land and be binding upon and inure to the benefit of the present and future owners thereof, their heirs, successors and assigns; and shall remain in effect for a period of fifteen (15) years from the date hereof after which time said covenants shall be automatically extended for successive periods of five (5) years each unless an instrument signed by a majority of the then owners of the lands has been recorded agreeing to change these covenants; and shall be specifically enforceable by any owner or owners of tracts of land which are subject to these covenants, to-wit:

Outlot 168 and the North 180 feet of Outlot 171 of the Outlot Plat of the Village of Osceola; EXCEPT the following described parcels: 1) Certified Survey Map No. 1832 recorded in Volume 8 on page 180 of said Maps as Document No. 528741; 2) a parcel of property conveyed by land contract recorded in Volume 599 on page 677 of Records as Document No. 505053; and, 3) a parcel deeded to Polk County for highway purposes and recorded in Volume 550 on page 724 of Records as Document No. 479810; all located in the East One-half of the Southwest Quarter (E1/2 of SW1/4) Section Twenty-six (26), Township Thirty-three (33) North, Range Nineteen (19) West, Village of Osceola, Polk County, Wisconsin.

and shall be specifically enforceable by any owner or owners of tracts of land which may be acquired by the Declarant and developed as a part or phase of Sunset Meadows upon the Declarant's acquisition thereof, to wit:

Outlot 171 of the Outlot Plat of the Village of Osceola; EXCEPT the following described parcels: 1) the North 180 feet of said Outlot 171; 2) the South 215 feet of the West 110 feet of said Outlot 171 deeded to the Village of Osceola by Warranty Deed recorded in Volume 513 on page 378 of Records as Document No. 456050; and, 3) the South 80 feet thereof, as recorded in Volume 480 on page 423 of Records as Document No. 435048; all located in the East One-half of the Southwest Quarter (E1/2 of SW 1/4), Section Twenty-six (26), Township Thirty-three (33) North, Range Nineteen (19) West, Village of Osceola, Polk County, Wisconsin.

1. Scope and Purpose. The property shall be used for residential purposes only except that park or recreational use is permitted if in conjunction with residential use;- no

structure shall be erected, altered, placed or permitted to remain on said property other than a single family dwelling or garage, except as hereinafter specifically provided; and the architecture of all garages permitted to be constructed thereon shall be compatible with the dwelling, particularly with respect to quality and style. All structures erected are required to comply with all covenants and no structure, including the principal dwelling, shall be used for commercial purposes.

2. **Construction Deadline.** Each residence shall be completed within one (1) year after commencement of the excavation for its construction.

3. **Declarant Approval.** No principal residential dwelling house, or addition, garage, or other building shall be erected on any lot or parcel of Sunset Meadows without first obtaining written approval of the placement, design, exterior appearance and color selections of the roof and exterior by the Declarant.

4. **Exterior Design.** The exterior of the principal residence and all garages must be in brick, cedar, aluminum, steel, vinyl or stucco. The minimum rating for shingles shall be 235 lbs. per square or greater. All exterior color schemes and all landscaping, shrubbery and lawns shall be complete and subject to approval of the Declarant within one (1) year of completion of the main dwelling.

Each lot shall be planted with a minimum of four (4) trees at least 3/4" in diameter or six (6) feet tall, and shall be of such varieties as are approved by the Declarant or the homeowners association. Specifically allowed are seedless ash, maple, oak, and spruce, balsam or other conifers.

5. **Temporary Structures.** No trailer, shack, garage, basement, or temporary structure shall at any time be used temporarily or permanently as a residence, nor shall any structure of a temporary character, quonset-type building or coach be erected or located on any premises.

6. **Exterior Completion and Maintenance.** No dwelling shall be occupied until the exterior thereof is completely finished. All structures shall be completely finished on the exterior not later than nine (9) months after commencement of the excavation and construction thereof, subject to delays beyond the reasonable control of the owner. All exterior surfaces shall be maintained. Any peeling or excessive fading shall be cause for the homeowners association or Declarant to direct the owner to repaint the exterior.

7. **Garages and Outbuildings.** Every dwelling shall be provided with a garage of sufficient size for at least two motor vehicles encompassing at least 440 square feet either attached or detached from the principal residence.

No basement or tuck-under garages shall be allowed.

8. **Mobile Homes and Recreational Vehicles.** No mobile homes shall be permitted on any lot in Sunset Meadows. No trailers, campers, motor homes, recreational vehicles or the like shall be permitted to remain on any lot except for temporary visitors. Exceptions to these restrictions may be permitted for up to 120 days during construction of a permanent residence.

9. **Additional Miscellaneous Restrictions.** In addition to the above restrictions, the following shall apply:

- (a) Any building placed on a lot in the development shall be of new construction. No existing building should be moved from another location and placed on the property.
- (b) There shall be no pumping of surface water from a marsh or drainage area.
- (c) No telephone pole mounted yard security lights shall be permitted.

10. **Nuisance Restrictions.** For the purposes of this paragraph the definition of the word, "nuisance," shall include any act, practice, situation, or circumstance which in the sound judgment of the home owners association is or contributes to being or creating a human health hazard or any onerous, disruptive, nauseous, offensive, unwholesome, polluting, eroding, dangerous, unsafe or unsanitary condition on any lot in Sunset Meadows.

Nuisances shall be prohibited in Sunset Meadows. The homeowners association shall have authority to control, prevent and enforce the provisions of this prohibition.

11. **Sanitary Regulations.**

- (a) No parcel of real estate or part thereof shall be used for the storage of materials not customary to or necessary and convenient for residential living. The storage or collection of rubbish of any character whatsoever, junk cars or any material that emits foul or obnoxious odors, the growing of any noxious weeds or other similar natural substance is prohibited.
- (b) No unsightliness shall be permitted in the subdivision. Without limiting the generality of the foregoing, no automobiles, trucks, tractors, mowers, farm equipment, trailers, mobile homes, campers not on a truck, boats, or equipment of a similar nature, or rubbish shall be kept on any lot for any purpose except in a garage or other appropriate enclosure, except as specially permitted and except for strictly temporary parking of guests and visitors.

12. **Easements, Outlots and Wetlands.** Easements, if any, for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to

remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot. All electric service, telephone lines, fuel tanks and other utilities shall be placed underground. Propane tanks shall be screened. No exposed radio or television antenna or satellite dishes shall be erected, placed or maintained without the approval of the home owners association or Declarant.

Outlots shall be established during the development of Sunset Meadows for the purpose of planting areas and other uses. Such outlots shall remain free of structures, encumbrances or barriers which may damage or interfere with their intended use. Such outlots shall be maintained by the home owners association which shall have the power to pass through the expense of such maintenance to the residents in the entire development. No wetland areas shall be filled, changed, modified, or mowed in any manner to diminish their natural state at the time of the execution of this Declaration or in any manner which would bring any owner, the homeowners' association or the Declarant to be deemed in violation of any local, state or federal wetlands law, rule or regulation.

13. **Fences.** All fences installed must not exceed a height of 54 inches, must conform and blend in with the surroundings, and must allow at least 50% or more see-through space. Exceptions to this will be where certain requirements may override; such as enclosure regulations for swimming pools provided all exceptions are first approved by the homeowners association or Declarant.

14. **Signs.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than eight square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period. In all other respects the appropriate Village ordinance shall apply.

15. **Prohibited Vehicles.** No snowmobiles, all-terrain vehicles or off-road motorcycles shall be operated on the premises; this shall not prohibit the storing of said vehicles on the premises for use elsewhere.

16. **Homeowners Association.** There is hereby created a Sunset Meadows Homeowners Association. The organization shall have the exclusive management and control of all the easements and outlots of Sunset Meadows. It shall have power to enforce these Protective Covenants in conjunction with any resident or in the name of all the residents; shall be governed by a Board of Directors elected by the residents of Sunset Meadows according to its Charter and Bylaws; shall be authorized to adopt reasonable rules and regulations pertaining to the use of easements and outlots in Sunset Meadows as it deems necessary and reasonable for the common good of all the residents and in keeping with or arising out of these Protective Covenants; and shall have the power to assess the residents of Sunset Meadows an annual fee

for the construction and maintenance of lands and facilities owned or benefitting the said residents in common.

17. **Enforcement.** If any party violates, or attempts to violate any of the covenants, conditions or restrictions herein provided, it shall be lawful for any party or parties in interest in the above described lands to institute and prosecute proceedings at law or equity against the parties violating, or attempting to violate, either to prevent said violation or to recover damages.

For the purposes of this paragraph the homeowners association shall be considered a party to these covenants with full powers of enforcement as described elsewhere herein.

18. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. **Amendment.** No amendment of these covenants shall be valid unless executed in writing by the Declarant; or, after all lots in the development have been improved, by a two-thirds vote of the homeowners association Board of Directors.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10th day of June, 1996.

Gerald D. Viebrock
Gerald D. Viebrock

AUTHENTICATION

Signature(s) GERALD D. VIEBROCK

authenticated this 10th day of June, 1996

TIMOTHY J. LAUX

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____ authorized by § 706.06, Wis. Stat.)

WI ATTY NO. 1006593

Drafted By:

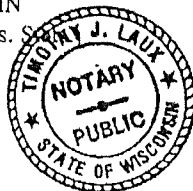
LAUX & ASSOCIATES, S.C.

108 Chieftain Street

P.O. Box 456

Osceola, WI 54020

(715)-294-4161



**FIRST AMENDMENT TO
PROTECTIVE COVENANTS OF SUNSET MEADOWS
PLANNED UNIT DEVELOPMENT**

THIS AMENDMENT is made by Gerald D. Viebrock, the Declarant and the record title holder of the parcel of land described in that document declaring protective covenants of Sunset Meadows Planned Unit Development dated June 10, 1996, and recorded in the office of the Register of Deeds for Polk County, Wisconsin, on August 13, 1996, at 10:00 a.m., in Volume 685 on pages 169-73, as document number 544370.

1. This amendment is made pursuant to the provisions of paragraph 19 of the Protective Covenants of Sunset Meadows Planned Unit Development.
2. The real property affected by this amendment is described as follows:

Outlot 168 and the North 180 feet of Outlot 171 of the Outlot Plat of the Village of Osceola; EXCEPT the following described parcels: 1) Certified Survey Map No. 1832 recorded in Volume 8 on page 180 of said Maps as Document No. 528741; 2) a parcel of property conveyed by land contract recorded in Volume 599 on page 677 of Records as Document No. 505053; and, 3) a parcel deeded to Polk County for highway purposes and recorded in Volume 550 on page 724 of Records as Document No. 479810; all located in the East One-half of the Southwest Quarter (E1/2 of SW1/4) Section Twenty-six (26), Township Thirty-three (33) North, Range Nineteen (19) West, Village of Osceola, Polk County, Wisconsin;

and

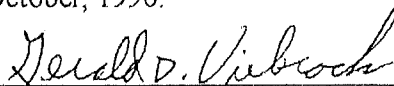
Outlot 171 of the Outlot Plat of the Village of Osceola; EXCEPT the following described parcels: 1) the North 180 feet of said Outlot 171; 2) the South 215 feet of the West 110 feet of said Outlot 171 deeded to the Village of Osceola by Warranty Deed recorded in Volume 513 on page 378 of Records as Document No. 456050; and, 3) the South 80 feet thereof, as recorded in Volume 480 on page 423 of Records as Document No. 435048; all located in the East One-half of the Southwest Quarter (E1/2 of SW 1/4), Section Twenty-six (26), Township Thirty-three (33) North, Range Nineteen (19) West, Village of Osceola, Polk County,

3. Paragraph 4, Exterior Design, of the Protective Covenants of Sunset Meadows Planned Unit Development is hereby amended to read as follows:

Exterior Design. The exterior of the principal residence or unit and all garages must be in brick, cedar, aluminum, steel, vinyl, primed hardboard or cement-based hardboard siding, or stucco. The minimum rating for shingles shall be 235 lbs. per square or greater. All exterior color schemes and all landscaping, shrubbery and lawns shall be complete and subject to the prior approval of the Declarant within one (1) year of completion of the main dwelling. All subsequent changes to the exterior or exterior color scheme of the principal residence or unit shall be subject to the prior approval of the homeowners association board of directors.

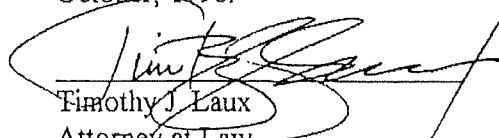
4. All other provisions of the Protective Covenants of Sunset Meadows Planned Unit Development not specifically amended herein are unaffected by this amendment and remain in full force and effect.

Dated at Osceola, Wisconsin, this 11 day of October, 1996.


Gerald D. Viebrock, Declarant

AUTHENTICATION

Signature of Gerald D. Viebrock
authenticated this 11th day of
October, 1996.


Timothy J. Laux
Attorney at Law

WI ATTY NO. 1006593

Drafted By:

LAUX & ASSOCIATES, S.C.
108 Chieftain St.
Osceola, WI 54020
(715) 294-4161

546634

Document Number

First Amendment to Protective
Covenants of Sunset Meadows
Planned Unit Development

Document Title

VOL 0690 PAGE 548

RECEIVED FOR RECORD

OCT 14 1996

AT 1:30 O'CLOCK P. M.
Bonnie Hallberg, Register of Deeds
POLK COUNTY

Laurie Anderson, Deputy
Recording Area

Name and Return Address
Laux & Associates
PO Box 456
Osceola WI 54020

Parcel Identification Number (PIN)

This information must be completed by submitter; document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

**SECOND AMENDMENT TO
PROTECTIVE COVENANTS OF SUNSET MEADOWS
PLANNED UNIT DEVELOPMENT**

THIS AMENDMENT is made by Gerald D. Viebrock, the Declarant and the record title holder of the parcel of land described in that document declaring protective covenants of Sunset Meadows Planned Unit Development dated June 10, 1996, and recorded in the office of the Register of Deeds for Polk County, Wisconsin, on August 13, 1996, at 10:00 a.m., in Volume 685 on pages 169-73, as document number 544370.

1. This amendment is made pursuant to the provisions of paragraph 19 of the Protective Covenants of Sunset Meadows Planned Unit Development.
2. The real property affected by this amendment is described as follows:

Outlot 168 and the North 180 feet of Outlot 171 of the Outlot Plat of the Village of Osceola; EXCEPT the following described parcels: 1) Certified Survey Map No. 1832 recorded in Volume 8 on page 180 of said Maps as Document No. 528741; 2) a parcel of property conveyed by land contract recorded in Volume 599 on page 677 of Records as Document No. 505053; and, 3) a parcel deeded to Polk County for highway purposes and recorded in Volume 550 on page 724 of Records as Document No. 479810; all located in the East One-half of the Southwest Quarter (E1/2 of SW1/4) Section Twenty-six (26), Township Thirty-three (33) North, Range Nineteen (19) West, Village of Osceola, Polk County, Wisconsin;

and

Outlot 171 of the Outlot Plat of the Village of Osceola; EXCEPT the following described parcels: 1) the North 180 feet of said Outlot 171; 2) the South 215 feet of the West 110 feet of said Outlot 171 deeded to the Village of Osceola by Warranty Deed recorded in Volume 513 on page 378 of Records as Document No. 456050; and, 3) the South 80 feet thereof, as recorded in Volume 480 on page 423 of Records as Document No. 435048; all located in the East One-half of the Southwest Quarter (E1/2 of SW 1/4), Section Twenty-six (26), Township Thirty-three (33) North, Range Nineteen (19) West, Village of Osceola, Polk County,

3. The introductory declaration of the Protective Covenants of Sunset Meadows Planned Unit Development is hereby amended to read as follows: [Language

which has been added is indicated by underlining; that which has been deleted is enclosed in brackets.]

THIS DECLARATION, made by Gerald D. Viebrock, the Declarant and the record title holder of the parcel of land hereinafter described, for the purpose of imposing upon such lands the following conditions, restrictions, covenants, and charges which shall run with the land and be binding upon and inure to the benefit of the present and future owners thereof[;], including the future owners of an interest in any condominium unit hereafter created and located upon such lands, their heirs, successors and assigns; and shall remain in effect for a period of fifteen (15) years from the date hereof after which time said covenants shall be automatically extended for successive periods of five (5) years each unless an instrument signed by a majority of the then owners of the lands and units has been recorded agreeing to change these covenants; and shall be specifically enforceable by any owner or owners of tracts of land or units which are subject to these covenants, to wit:

Note: the legal description is omitted from this amendment solely for space saving purposes. It is unaffected by this amendment.

and shall be specifically enforceable by any owner or owners of tracts of land or units which may be acquired by the Declarant and developed as a part or phase of Sunset Meadows upon the Declarant's acquisition thereof, to wit:

Note: the second legal description is omitted from this amendment solely for space saving purposes. It is unaffected by this amendment.

4. Paragraph 1, Scope and Purpose, is hereby amended as follows: [Language which has been added by this amendment is indicated by underlining; that which has been deleted is enclosed in brackets.]

Scope and Purpose. The property shall be used for residential purposes only except that park or recreational use is permitted if in conjunction with residential use; [-]no structure shall be erected, altered, placed or permitted to remain on said property other than a single family dwelling,[or garage] garage or condominium unit, except as hereinafter specifically provided; and the architecture of all garages permitted to be constructed thereon shall be compatible with the dwelling, particularly with respect to quality and style. All structures erected are required to comply with all covenants and no structure, including the principal dwelling, shall be used for commercial purposes.

5. Paragraph 16, Homeowners Association, is hereby amended by the addition of the following language between the first and second sentences of that paragraph.

Every land owner and every owner of a condominium unit shall be entitled and required to be a member of the association. The owner of each lot upon which a dwelling has been constructed and each owner of a condominium unit shall have one vote. If title to an improved lot or a condominium unit is in more than one person, those persons shall select among

themselves the individual designated to exercise the vote.

- 6. All other provisions of the Protective Covenants of Sunset Meadows Planned Unit Development not specifically amended herein are unaffected by this amendment and remain in full force and effect.

Dated at Osceola, Wisconsin, this 24 day of December, 1996,

Gerald D. Viebrock

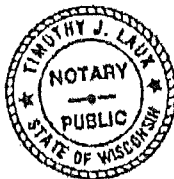
 Gerald D. Viebrock, Declarant

AUTHENTICATION

Signature of Gerald D. Viebrock
authenticated this 24th day of
December, 1996.

Timothy J. Laux

Timothy J. Laux
Attorney at Law
WI ATTY NO. 1006593



Drafted By:

LAUX & ASSOCIATES, S.C.
108 Chieftain St.
Osceola, WI 54020
(715) 294-4161

Second Amendment to Protective
Covenants of Sunset Meadows
Planned Unit Development
Document Title

Document Number

Recorded 12/30/96
Volume: 696
Page: 759
Document No.: 549285

Recording Area

Name and Return Address
Laux & Associates, S.C.
P.O. Box 456
Osceola, WI 54020

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, §9.317 (2)(b)

THIRD AMENDMENT TO
PROTECTIVE COVENANTS OF SUNSET MEADOWS
PLANNED UNIT DEVELOPMENT

THIS AMENDMENT is made by Gerald D. Viebrock, the Declarant and the record title holder of the parcel of land described in that document declaring protective covenants of Sunset Meadows Planned Unit Development dated June 10, 1996, and recorded in the office of the Register of Deeds for Polk County, Wisconsin, on August 13, 1996, at 10:00 a.m., in Volume 685 on pages 169-73, as document number 544370.

1. This amendment is made pursuant to the provisions of paragraph 19 of the Protective Covenants of Sunset Meadows Planned Unit Development.
2. The real property affected by this amendment is described as follows:

Outlot 168 and the North 180 feet of Outlot 171 of the Outlot Plat of the Village of Osceola; EXCEPT the following described parcels: 1) Certified Survey Map No. 1832 recorded in Volume 8 on page 180 of said Maps as Document No. 528741; 2) a parcel of property conveyed by land contract recorded in Volume 599 on page 677 of Records as Document No. 505053; and, 3) a parcel deeded to Polk County for highway purposes and recorded in Volume 550 on page 724 of Records as Document No. 479810; all located in the East One-half of the Southwest Quarter (E1/2 of SW1/4) Section Twenty-six (26), Township Thirty-three (33) North, Range Nineteen (19) West, Village of Osceola, Polk County, Wisconsin;

and

Outlot 171 of the Outlot Plat of the Village of Osceola; EXCEPT the following described parcels: 1) the North 180 feet of said Outlot 171; 2) the South 215 feet of the West 110 feet of said Outlot 171 deeded to the Village of Osceola by Warranty Deed recorded in Volume 513 on page 378 of Records as Document No. 456050; and, 3) the South 80 feet thereof, as recorded in Volume 480 on page 423 of Records as Document No. 435048; all located in the East One-half of the Southwest Quarter (E1/2 of SW 1/4), Section Twenty-six (26), Township Thirty-three (33) North, Range Nineteen (19) West, Village of Osceola, Polk County,

3. The introductory declaration of the Protective Covenants of Sunset Meadows Planned Unit Development is hereby amended to read as follows: [Language

which has been added by this Amendment is indicated by underlining; that which has been deleted is enclosed in brackets.]

THIS DECLARATION, made by Gerald D. Viebrock, the Declarant and the record title holder of the parcel of land hereinafter described, for the purpose of imposing upon such lands the following conditions, restrictions, covenants, and charges which shall run with the land and be binding upon and inure to the benefit of the present and future owners thereof, including the future owners of an interest in any condominium unit hereafter created and located upon such lands and the future owners of an interest in any multi-family residential building of 12 units or less, their heirs, successors and assigns; and shall remain in effect for a period of fifteen (15) years from the date hereof, after which time, said covenants shall be automatically extended for successive periods of five (5) years each unless an instrument signed by a majority of the then owners of the lands, [and] units, and multi-family residential buildings has been recorded agreeing to change these covenants; and shall be specifically enforceable by any owner or owners of tracts of land, [or] units or multi-family buildings which are subject to these covenants, to wit:

Note: the legal description is omitted from this amendment solely for space saving purposes. It is unaffected by this amendment.

and shall be specifically enforceable by any owner or owners of tracts of land, [or] units or multi-family buildings which may be acquired by the Declarant and developed as a part or phase of Sunset Meadows upon the Declarant's acquisition thereof, to wit:

Note: the second legal description is omitted from this amendment solely for space saving purposes. It is unaffected by this amendment.

4. Paragraph 1, Scope and Purpose, is hereby amended as follows: [Language which has been added by this amendment is indicated by underlining; that which has been deleted is enclosed in brackets.]

Scope and Purpose. The property shall be used for residential purposes only except that park or recreational use is permitted if in conjunction with residential use; no structure shall be erected, altered, placed or permitted to remain on said property other than a single family dwelling, garage, [or] condominium unit, or multi-family residential building of 12 units or less, except as hereinafter specifically provided; and the architecture of all garages permitted to be constructed thereon shall be compatible with the dwelling, particularly with respect to quality and style. All structures erected are required to comply with all covenants and no structure, including the principal dwelling, shall be used for commercial purposes.

5. Paragraph 16, Homeowners Association, is hereby amended as follows: [Language which has been added by this amendment is indicated by underlining; that which has been deleted is enclosed in brackets.]

There is hereby created a Sunset Meadows Homeowners Association. Every land owner, [and] every owner of a condominium unit, and every owner of a multi-family residential building of 12 units or less, shall be entitled and required to be a member of the Association. The owner of each lot upon which a dwelling has been constructed, [and] each owner of a condominium unit, and each owner of a multi-family residential building of 12 units or less shall have one vote. If title to an improved lot, [or] a condominium unit, or a multi-family residential building of 12 units or less is in more than one person, those persons shall select among themselves the individual designated to exercise the vote. The organization shall have the exclusive management and control of all the easements and outlots of Sunset Meadows. It shall have the power to enforce these Protective Covenants in conjunction with any [resident] member of the association or in the name of all the [residents] members; shall be governed by a Board of Directors elected by the [residents] members of Sunset Meadows homeowners association according to its Charter and Bylaws; shall be authorized to adopt reasonable rules and regulations pertaining to the use of easements and outlots in Sunset Meadows as it deems necessary and reasonable for the common good of all the members and residents and in keeping with or arising out of these Protective Covenants; and shall have the power to assess the members and residents of Sunset Meadows an annual fee for the construction and maintenance of lands and facilities owned or benefitting the said members and residents in common.

- 6. All other provisions of the Protective Covenants of Sunset Meadows Planned Unit Development not specifically amended herein are unaffected by this amendment and remain in full force and effect.

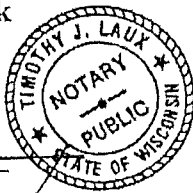
Dated at Osceola, Wisconsin, this 7th day of January, 1998.

Gerald D. Viebrock
 Gerald D. Viebrock, Declarant

AUTHENTICATION

Signature of Gerald D. Viebrock
 authenticated this 9th day of
 January, 1998.

Timothy J. Laux
 Timothy J. Laux
 Attorney at Law
 WI ATTY NO. 1006593



Drafted By:
 LAUX CUTLER ALDERINK S.C.
 108 Chieftain St.
 Osceola, WI 54020
 (715) 294-4161

DOCUMENT # 562117

Third Amendment to
Protective Covenants of
Sunset Meadows Planned
Unit Development

Document No.

RETURN TO:
Laux Cutler Alderink S.C.
P.O. Box 456
Osceola, WI 54020

V01 727 PAGE 647

RECEIVED FOR RECORD

JAN 15 1998

AT 10:45 O'CLOCK *AM*
Bonnie Hallberg, Register of Deeds
POLK COUNTY

Bonnie J. Hallberg

THIS SPACE IS RESERVED FOR
RECORDING DATA

"THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE"

FOURTH AMENDMENT TO
PROTECTIVE COVENANTS OF SUNSET MEADOWS
PLANNED UNIT DEVELOPMENT

THIS AMENDMENT is made by Gerald D. Viebrock, the Declarant and the record title holder of the parcel of land described in that document declaring protective covenants of Sunset Meadows Planned Unit Development dated June 10, 1996, and recorded in the office of the Register of Deeds for Polk County, Wisconsin, on August 13, 1996, at 10:00 a.m., in Volume 685 on pages 169-73, as document number 544370.

1. This amendment is made pursuant to the provisions of paragraph 19 of the Protective Covenants of Sunset Meadows Planned Unit Development.
2. The real property affected by this amendment is described as follows:

A parcel of land located in part of the Northeast Quarter of the Southwest Quarter of Section 26, Township 33 North, Range 19 West, Village of Osceola, Polk County, Wisconsin, being part of Outlot 168 of the Outlot Plat of said Village, described as follows: Commencing at the West Quarter Corner of said Section 26; thence, on an assumed bearing along the east/west Quarter line of said Section 26, South 89 degrees 35 minutes 34 seconds East a distance of 1837.20 feet; thence South 00 degrees 44 minutes 06 seconds West a distance of 50.01 feet to the point of beginning of the parcel to be described, this also being a found iron pipe as shown on Certified Survey Map Number 1832 as recorded in Volume 8 page 180 in the Register of Deeds office in said County, this also being on the southerly right-of-way of County Trunk Highway "M" (Seminole Avenue) as described in Volume 550 page 724 in the Register of Deeds Office in said County; thence, continuing along last said right-of-way, South 89 degrees 35 minutes 34 seconds East a distance of 482.07 feet to the westerly right-of way of Meadow Lark Lane as shown on the Plat of SUNSET MEADOWS PLANNED UNIT DEVELOPMENT recorded in said County; thence, along last said right-of-way, South 00 degrees 55 minutes 13 seconds West a distance of 207.71 feet to the northeast corner of Lot 1, Block 3 of said Plat; thence, along the North line of last said Lot 1 and the extension thereof, North 89 degrees 04 minutes 47 seconds West a distance of 236.51 feet; thence South 47 degrees 07 minutes 50 seconds West a distance of 338.19 feet to the southeast corner of above said Certified Survey map; thence, along the east line of last said Map, North 00 degrees 44 minutes 06 seconds East a distance of 437.43 feet to the point of beginning. Containing 127,674 square feet (2.93 acres). Subject to all easements, restrictions and Covenants of record.

3. Paragraph 7, Garages and Outbuildings, is hereby deleted from the Protective Covenants of Sunset Meadows Planned Unit Development only as it pertains to the above described property.

592353
Document Number

FOURTH AMENDMENT TO PROTECTIVE
EASEMENTS OF SUNSET MEADOWS
PLANNED UNIT DEVELOPMENT
Title of Document

BOOK 0802 PAGE 0187

RECEIVED FOR RECORD

DEC -2 1999

AT 11:00 O'CLOCK *a*.M
Bonnie Hallberg, Register of Deeds
POLK COUNTY

Laurie Anderson, Rep

Record this document with the Register of Deeds

Name and Return Address:

LAUX CUTLER ALDERINK S.C.
P.O. Box 456
OSCEOLA, WI 54020

Part of 165-599-200
(Parcel Identification Number)

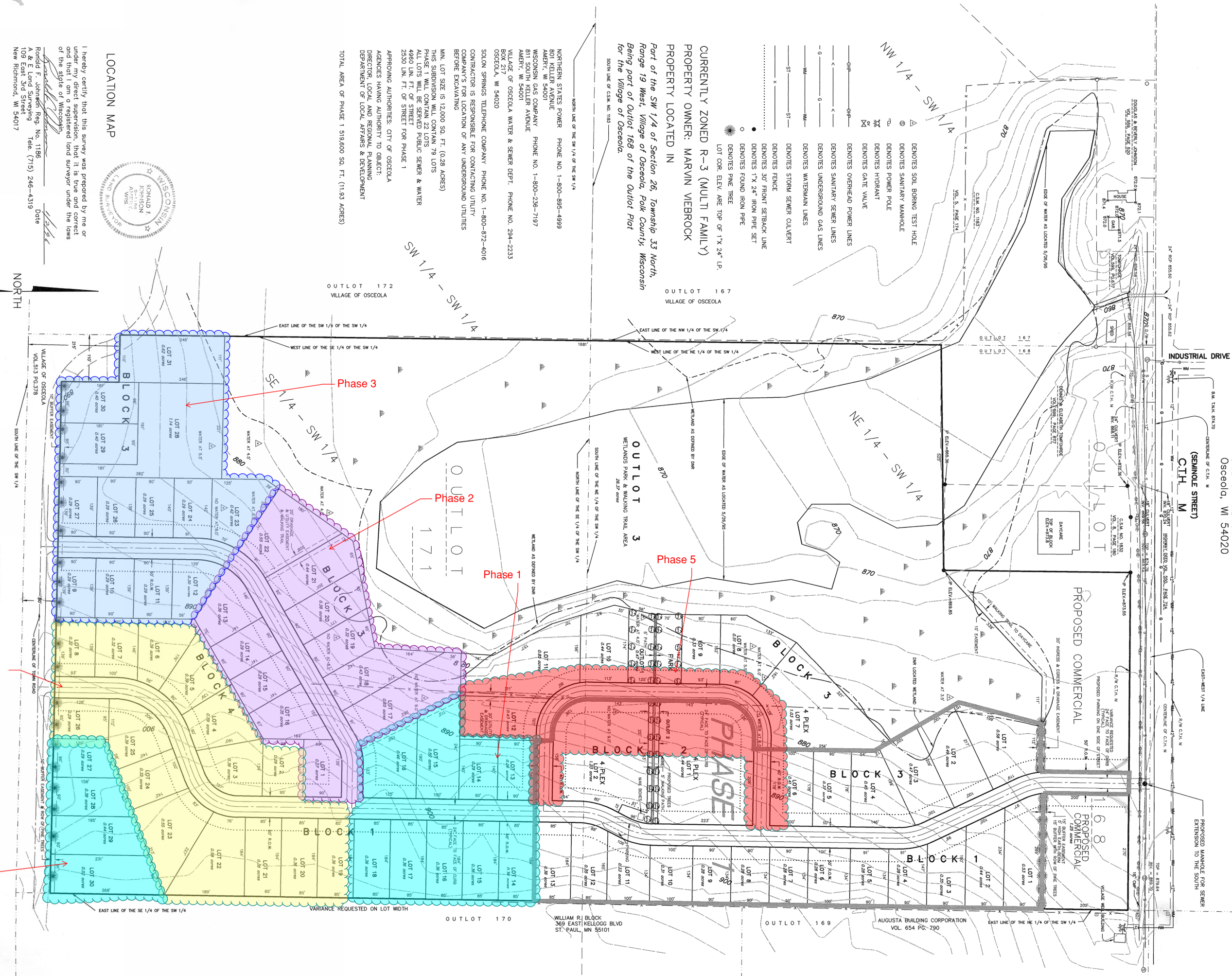
"THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE"

PRELIMINARY PLAN OF PLANNED UNIT DEVELOPMENT

FOR
WEBROCK CONSTRUCTION

548 ST. RD 35
Osceola, WI 54020

(SEMINOLE STREET)
C.T.H. M



- △ DENOTES SOIL BORING TEST HOLE
- DENOTES SANITARY MANHOLE
- ⊕ DENOTES POWER POLE
- ⊕ DENOTES HYDRANT
- ⊕ DENOTES GATE VALVE
- DENOTES OVERHEAD POWER LINES
- DENOTES SANITARY SEWER LINES
- DENOTES UNDERGROUND GAS LINES
- DENOTES WATERMAIN LINES
- DENOTES STORM SEWER CULVERT
- DENOTES FENCE
- DENOTES 30' FRONT SETBACK LINE
- DENOTES 1" X 24" IRON PIPE SET
- DENOTES FOUND IRON PIPE
- DENOTES PINE TREE
- LOT COR. ELEV. ARE TOP OF 1" X 24" I.P.

CURRENTLY ZONED R-3 (MULTI FAMILY)
PROPERTY OWNER: MARVIN WEBROCK
PROPERTY LOCATED IN
Part of the SW 1/4 of Section 26, Township 33 North,
Range 19 West, Village of Osceola, Polk County, Wisconsin
Being part of Outlot 168 of the Outlot Plat
for the Village of Osceola.

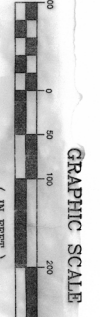
NORTHERN STATES POWER PHONE NO. 1-800-895-4999
801 KELLER AVENUE
AMERY, WI 54001
WISCONSIN GAS COMPANY PHONE NO. 1-800-236-7197
811 SOUTH KELLER AVENUE
AMERY, WI 54001
VILLAGE OF OSCEOLA WATER & SEWER DEPT. PHONE NO. 294-2233
OSCEOLA, WI 54020
SOLON SPRINGS TELEPHONE COMPANY PHONE NO. 1-800-872-4016
CONTRACTOR IS RESPONSIBLE FOR CONTACTING UTILITY
COMPANY'S FOR LOCATION OF ANY UNDERGROUND UTILITIES
BEFORE EXCAVATING
MIN. LOT SIZE IS 12,000 SQ. FT. (0.28 ACRES)
THIS SUBDIVISION WILL CONTAIN 79 LOTS
PHASE 1 WILL CONTAIN 22 LOTS
ALL LOTS WILL BE SERVED PUBLIC SEWER & WATER
4800 LIN. FT. OF STREET
2530 LIN. FT. OF STREET FOR PHASE 1
APPROVING AUTHORITIES: CITY OF OSCEOLA
DIRECTOR, LOCAL AND REGIONAL PLANNING
DEPARTMENT OF LOCAL AFFAIRS & DEVELOPMENT
TOTAL AREA OF PHASE 1 519,600 SQ. FT. (11.93 ACRES)



LOCATION MAP

I hereby certify that this survey was prepared by me or under my direct supervision, that it is true and correct and that I am a registered land surveyor under the laws of the State of Wisconsin.

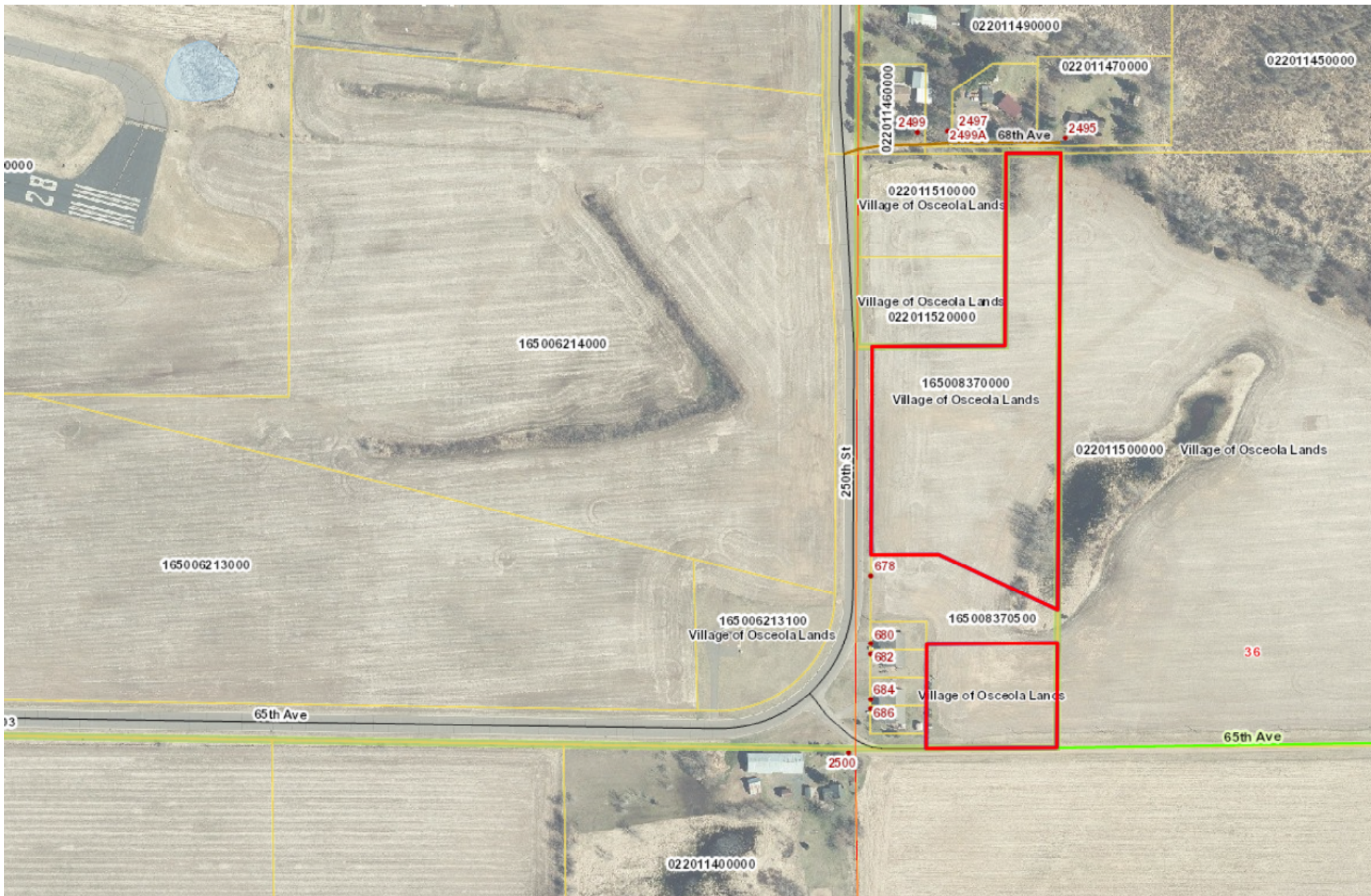
Ronald F. Johnson Reg. No. 1186 Date
A & E Land Surveying
109 East 3rd Street
New Richmond, WI 54017



GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft

A & E LAND SURVEYING
109 EAST 3RD STREET
NEW RICHMOND, WISCONSIN 54017
PHONE # (715) 246-4319

NORTH





Owner Name:	
Property Address:	
Municipality:	
Acres:	
Tax Year:	
permits:	
Report	

PRELIMINARY - Current Status



Village of Osceola Tax Increment District #3 Hypothetical Cash Flow Proforma Analysis

Assumptions	
Annual Inflation During Life of TID.....	0.00%
2022 Gross Tax Rate (per \$1000 Equalized Value).....	\$16.04
Annual Adjustment to tax rate.....	0.00%
Investment rate.....	0.00%

Year	Background Data					Revenues			Expenditures	TID Status			Year
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	
	TIF District Valuation	Inflation Increment	Construction Increment	TIF Increment Over Base	Tax Rate	Tax Revenue	Investment Proceeds	Total Revenues	Combined Expenditures	Annual Balance	Year End Cumulative Balance	Cost Recovery	
	(January 1)									(December 31)			
	Base Value												
	\$3,276,800												
			(1)										
2021	\$6,789,800			\$3,617,600	\$18.67								
2022	\$6,894,400	\$0		\$3,617,600	\$16.04	\$65,576	\$0	\$65,576	\$0	\$65,576	(\$5,221)	Per 2021 Audit	2021
2023	\$6,894,400	\$0		\$3,617,600	\$16.04	\$58,009	\$0	\$58,009	\$0	\$58,009	\$118,365	Expenditures Recovered	2023
2024	\$6,894,400	\$0		\$3,617,600	\$16.04	\$58,009	\$0	\$58,009	\$0	\$58,009	\$176,374	Expenditures Recovered	2024
2025	\$6,894,400	\$0		\$3,617,600	\$16.04	\$58,009	\$0	\$58,009	\$0	\$58,009	\$234,384	Expenditures Recovered	2025
2026	\$6,894,400	\$0		\$3,617,600	\$16.04	\$58,009	\$0	\$58,009	\$0	\$58,009	\$292,393	Expenditures Recovered	2026
2027	\$6,894,400	\$0		\$3,617,600	\$16.04	\$58,009	\$0	\$58,009	\$0	\$58,009	\$350,402	Expenditures Recovered	2027
2028	\$6,894,400	\$0		\$3,617,600	\$16.04	\$58,009	\$0	\$58,009	\$0	\$58,009	\$408,412	Expenditures Recovered	2028
2029	\$6,894,400	\$0		\$3,617,600	\$16.04	\$58,009	\$0	\$58,009	\$0	\$58,009	\$466,421	Expenditures Recovered	2029
2030	\$6,894,400	\$0		\$3,617,600	\$16.04	\$58,009	\$0	\$58,009	\$0	\$58,009	\$524,431	Expenditures Recovered	2030
2031	\$6,894,400	\$0		\$3,617,600	\$16.04	\$58,009	\$0	\$58,009	\$0	\$58,009	\$582,440	Expenditures Recovered	2031
2032	\$6,894,400	\$0		\$3,617,600	\$16.04	\$58,009	\$0	\$58,009	\$0	\$58,009	\$640,450	Expenditures Recovered	2032
2033	\$6,894,400	\$0		\$3,617,600	\$16.04	\$58,009	\$0	\$58,009	\$0	\$58,009	\$698,459	Expenditures Recovered	2033
2034	\$6,894,400	\$0		\$3,617,600	\$16.04	\$58,009	\$0	\$58,009	\$0	\$58,009	\$756,468	Expenditures Recovered	2034
2035	\$6,894,400	\$0		\$3,617,600	\$16.04	\$58,009	\$0	\$58,009	\$0	\$58,009	\$814,478	Expenditures Recovered	2035
2036	\$6,894,400	\$0		\$3,617,600	\$16.04	\$58,009	\$0	\$58,009	\$0	\$58,009	\$872,487	Expenditures Recovered	2036
2037	\$6,894,400	\$0		\$3,617,600	\$16.04	\$58,009	\$0	\$58,009	\$0	\$58,009	\$930,497	Expenditures Recovered	2037
2038	\$6,894,400	\$0		\$3,617,600	\$16.04	\$58,009	\$0	\$58,009	\$0	\$58,009	\$988,506	Expenditures Recovered	2038
2039	\$6,894,400	\$0		\$3,617,600	\$16.04	\$58,009	\$0	\$58,009	\$0	\$58,009	\$1,046,515	Expenditures Recovered	2039
2040	\$6,894,400	\$0		\$3,617,600	\$16.04	\$58,009	\$0	\$58,009	\$0	\$58,009	\$1,104,525	Expenditures Recovered	2040
2041	\$6,894,400	\$0		\$3,617,600	\$16.04	\$58,009	\$0	\$58,009	\$0	\$58,009	\$1,162,534	Expenditures Recovered	2041
2042					\$16.04	\$58,009	\$0	\$58,009	\$0	\$58,009	\$1,220,544	Expenditures Recovered	2042
2043					\$16.04	\$58,009	\$0	\$58,009	\$0	\$58,009	\$1,278,553	Expenditures Recovered	2043
		\$0	\$0			\$1,283,774	\$0	\$1,283,774	\$0				

Type of TID: Mixed-Use

2020 TID Inception (9/23/2020)

2035 Final Year to Incur TIF Related Costs

2040 Maximum Legal Life of TID (20 Years)

2043 Assumes 3 year standard extension, if needed

(1) Increment per Village estimates.

PRELIMINARY - Gaughan Development

**Village of Osceola
Tax Increment District #3**

Hypothetical Cash Flow Proforma Analysis - Gaughan Development



Assumptions	
Annual Inflation During Life of TID.....	0.00%
2022 Gross Tax Rate (per \$1000 Equalized Value).....	\$16.04
Annual Adjustment to tax rate.....	0.00%
Investment rate.....	0.00%

Example Developer Grant	
\$4,600,000	
Developer Outlay / Repayment	
Beginning December 1, 2024	
Developer Outlay.....	\$4,600,000
Total Int. Due to Develc	\$0
Total Pmts to Developer	\$4,600,000

Year	Background Data					Revenues			Expenditures					TID Status			Year	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)		(q)
	TIF District Valuation (January 1)	Inflation Increment	Construction Increment (1)	TIF Increment Over Base	Tax Rate	Tax Revenue	Investment Proceeds	Total Revenues	Net Revenues Allocable to Developer	Annual (Shortfall)/ Surplus	Balance Due to Developer	Payment to Developer	Administrative Organizational Expenses	Combined Expenditures	Annual Balance	Year End Cumulative Balance (December 31)		Cost Recovery
	Base Value \$0								85%									
2021	\$0	\$0	\$0	\$0	\$18.67	\$0	\$0	\$0	\$0						\$0	\$0		
2022	\$0	\$0	\$0	\$0	\$16.04	\$0	\$0	\$0	\$0						(\$5,000)	(\$5,000)		
2023	\$0	\$0	\$9,200,000	\$9,200,000	\$16.04	\$0	\$0	\$0	\$0						(\$5,000)	(\$10,000)		
2024	\$9,200,000	\$0	\$9,200,000	\$9,200,000	\$16.04	\$0	\$0	\$0	\$0	(\$4,600,000)	(\$4,600,000)	\$0	\$5,000	\$5,000	(\$5,000)	(\$15,000)		
2025	\$18,400,000	\$0		\$18,400,000	\$16.04	\$147,525	\$0	\$147,525	\$125,396	\$125,396	(\$4,474,604)	\$125,396	\$5,000	\$130,396	\$17,129	\$2,129		
2026	\$18,400,000	\$0		\$18,400,000	\$16.04	\$295,050	\$0	\$295,050	\$250,793	\$250,793	(\$4,223,811)	\$250,793	\$5,000	\$255,793	\$39,258	\$41,386		
2027	\$18,400,000	\$0		\$18,400,000	\$16.04	\$295,050	\$0	\$295,050	\$250,793	\$250,793	(\$3,973,019)	\$250,793	\$5,000	\$255,793	\$39,258	\$80,644		
2028	\$18,400,000	\$0		\$18,400,000	\$16.04	\$295,050	\$0	\$295,050	\$250,793	\$250,793	(\$3,722,226)	\$250,793	\$5,000	\$255,793	\$39,258	\$119,901		
2029	\$18,400,000	\$0		\$18,400,000	\$16.04	\$295,050	\$0	\$295,050	\$250,793	\$250,793	(\$3,471,434)	\$250,793	\$5,000	\$255,793	\$39,258	\$159,159		
2030	\$18,400,000	\$0		\$18,400,000	\$16.04	\$295,050	\$0	\$295,050	\$250,793	\$250,793	(\$3,220,641)	\$250,793	\$5,000	\$255,793	\$39,258	\$198,416		
2031	\$18,400,000	\$0		\$18,400,000	\$16.04	\$295,050	\$0	\$295,050	\$250,793	\$250,793	(\$2,969,848)	\$250,793	\$5,000	\$255,793	\$39,258	\$237,674		
2032	\$18,400,000	\$0		\$18,400,000	\$16.04	\$295,050	\$0	\$295,050	\$250,793	\$250,793	(\$2,719,056)	\$250,793	\$5,000	\$255,793	\$39,258	\$276,931		
2033	\$18,400,000	\$0		\$18,400,000	\$16.04	\$295,050	\$0	\$295,050	\$250,793	\$250,793	(\$2,468,263)	\$250,793	\$5,000	\$255,793	\$39,258	\$316,189		
2034	\$18,400,000	\$0		\$18,400,000	\$16.04	\$295,050	\$0	\$295,050	\$250,793	\$250,793	(\$2,217,471)	\$250,793	\$5,000	\$255,793	\$39,258	\$355,446		
2035	\$18,400,000	\$0		\$18,400,000	\$16.04	\$295,050	\$0	\$295,050	\$250,793	\$250,793	(\$1,966,678)	\$250,793	\$5,000	\$255,793	\$39,258	\$394,704		
2036	\$18,400,000	\$0		\$18,400,000	\$16.04	\$295,050	\$0	\$295,050	\$250,793	\$250,793	(\$1,715,886)	\$250,793	\$5,000	\$255,793	\$39,258	\$433,961		
2037	\$18,400,000	\$0		\$18,400,000	\$16.04	\$295,050	\$0	\$295,050	\$250,793	\$250,793	(\$1,465,093)	\$250,793	\$5,000	\$255,793	\$39,258	\$473,219		
2038	\$18,400,000	\$0		\$18,400,000	\$16.04	\$295,050	\$0	\$295,050	\$250,793	\$250,793	(\$1,214,301)	\$250,793	\$5,000	\$255,793	\$39,258	\$512,476		
2039	\$18,400,000	\$0		\$18,400,000	\$16.04	\$295,050	\$0	\$295,050	\$250,793	\$250,793	(\$963,508)	\$250,793	\$5,000	\$255,793	\$39,258	\$551,734		
2040	\$18,400,000	\$0		\$18,400,000	\$16.04	\$295,050	\$0	\$295,050	\$250,793	\$250,793	(\$712,715)	\$250,793	\$5,000	\$255,793	\$39,258	\$590,991		
2041	\$18,400,000	\$0		\$18,400,000	\$16.04	\$295,050	\$0	\$295,050	\$250,793	\$250,793	(\$461,923)	\$250,793	\$5,000	\$255,793	\$39,258	\$630,249	Expenditures Recovered	
2042					\$16.04	\$295,050	\$0	\$295,050	\$250,793	\$250,793	(\$211,130)	\$250,793	\$5,000	\$255,793	\$39,258	\$669,506	Expenditures Recovered	
2043					\$16.04	\$295,050	\$0	\$295,050	\$250,793	\$211,130	\$0	\$211,130	\$5,000	\$216,130	\$78,920	\$748,426	Expenditures Recovered	
						\$5,458,426	\$0	\$5,458,426	\$4,639,662	\$0	\$4,600,000	\$110,000	\$4,710,000					

Type of TID: Mixed-Use
 2020 TID Inception (9/23/2020)
 2035 Final Year to Incur TIF Related Costs
 2040 Maximum Legal Life of TID (20 Years)
 2043 Assumes 3 year standard extension, if needed

(1) Increment per Village estimates.