

NOTICE
VILLAGE OF OSCEOLA
SPECIAL VILLAGE BOARD & AIRPORT COMMISSION MEETING

Date: Tuesday, September 19, 2023

Time: 6:00 pm CST

Place: Board Room (310 Chieftain Street)

AGENDA

1. Call to order
2. Approval of the agenda
3. Other business – discussion and possible action re:
 - a) Airport Road development
4. Future agenda items and updates
5. Adjourn

The Power of 10 are the 10 most significant assets in the community identified by the Board. They are listed below:

- | | | |
|--------------------|--|---|
| 1. Schools | 5. Falls | 9. Medical Services |
| 2. Airport | 6. Downtown Businesses | 10. Recreational opportunities and the Braves
(tied ranking for number 10) |
| 3. Industrial Park | 7. Personalization/Historic of Downtown Feel | |
| 4. River | 8. Access to major population center | |

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. Meetings may be recorded for public viewing and record retention.

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.



Memo

To: Village Board and Airport Commission
From: Devin Swanberg Village Administrator
Date: September 15th, 2023
Re: Airport Road

Viebrock's, Airport Commission, Administration and WISDOT have been communicating for months about the role of Airport Road. The Viebrock's would like to use the road for their future development of Sunset Meadows as the road already has laterals stubbed in the lots from Airport Road.

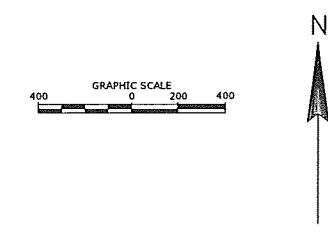
The Airport Commission feel that this road should only be used for Airport business and that developers should build another road to the north that connects to Airport Road where the Airport lot line ends. They feel that allowing development on the road would create a safety issue for the public and the people who would be living on the road as well for the hanger owners.

WISDOT in the email from Messina it states that if FAA dollars were used for the procurement of the road and the upgrades that the road must be used for airport business only. However, there is a permit that would allow a road to be through concurrent use agreement. "In order to get either of those approved by FAA, there would have to be some sort of tangible benefit to the airport. In this situation, I'm not sure what benefit they would be able to provide to the airport. I would also note that land releases and concurrent use agreements take quite a while to get approved by FAA (upwards of a year)."

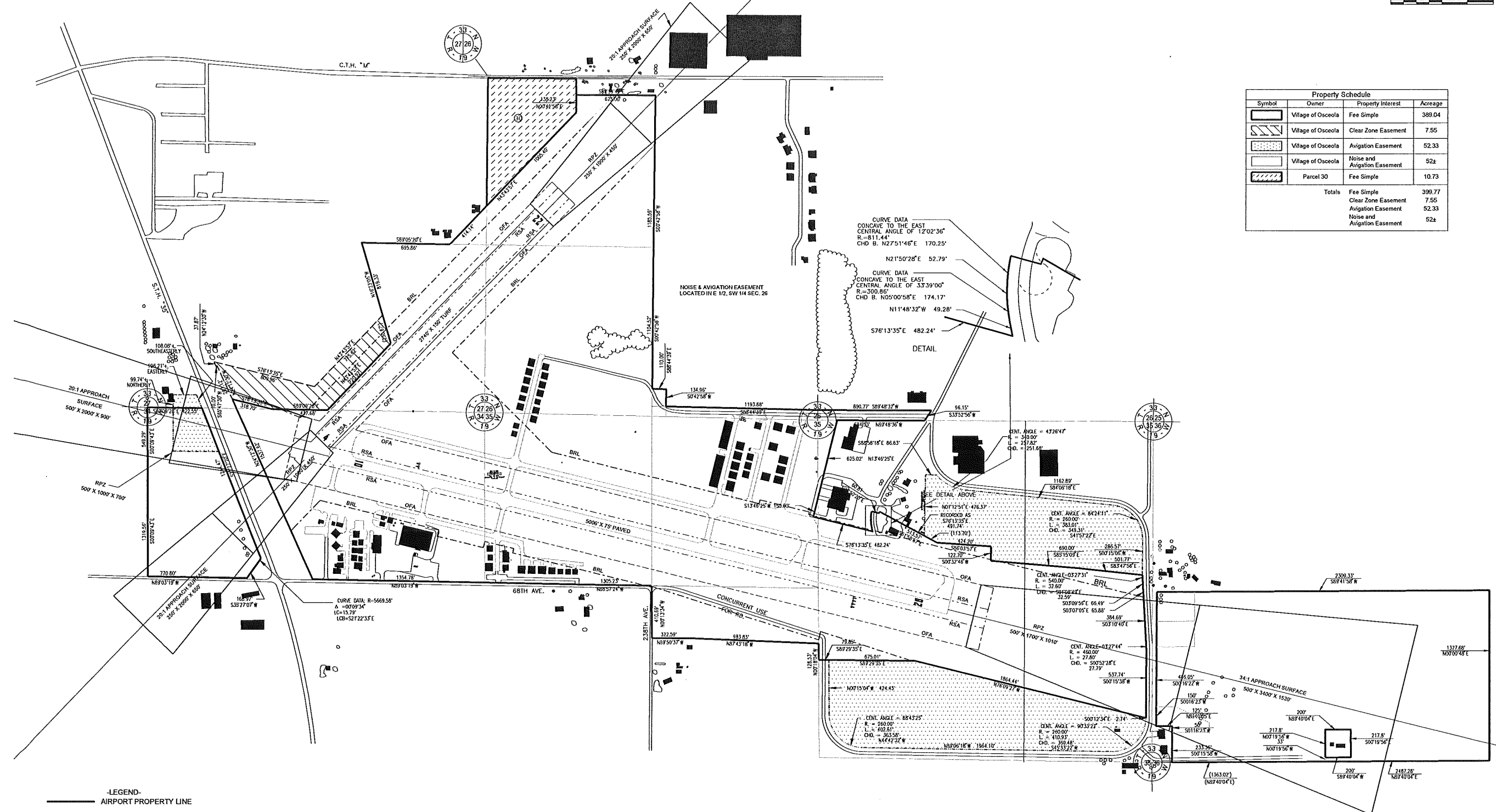
In the attachments are the documents provided by The Viebrock's they are here to show when the land was transferred to the village in the 1990s, and to show what the intended use was.

The Messina email is included

Staff Recommendation: Get recommendation from Village Board and Airport Commission on how to move forward.



Property Schedule			
Symbol	Owner	Property Interest	Acreage
[Solid Box]	Village of Osceola	Fee Simple	389.04
[Hatched Box]	Village of Osceola	Clear Zone Easement	7.55
[Dotted Box]	Village of Osceola	Aviation Easement	52.33
[Cross-hatched Box]	Village of Osceola	Noise and Aviation Easement	52.33
[Diagonal Hatched Box]	Parcel 30	Fee Simple	10.73
Totals			
		Fee Simple	399.77
		Clear Zone Easement	7.55
		Aviation Easement	52.33
		Noise and Aviation Easement	52.33



- LEGEND-
- AIRPORT PROPERTY LINE
- AIRFIELD PAVEMENT
- ROADS
- ▣ BUILDINGS
- RSA --- RUNWAY SAFETY AREA
- OFA --- RUNWAY OBJECT FREE AREA
- BRL --- BUILDING RESTRICTION LINE
- PLSS 1/4 SECTION LINES
- PLSS SECTION LINES

DATA SOURCES:
Parcel information is a compilation of deeds, surveys & information of record from county offices & the WisDOT/Bureau of Aeronautics. Base map information includes the PLSS; roadways & waterways are based on USGS Quadrangle maps and other information of record.

Bearings based on the Polk County Coordinate System

REVISIONS			
DESCRIPTION OF REVISIONS	DATE	FIRM OR AGENCY NAME	DWN BY

WISCONSIN DEPARTMENT OF TRANSPORTATION
BUREAU OF AERONAUTICS

EXHIBIT A MAP
AIP-07 PROPOSED LAND ACQUISITION
L.O SIMENSTAD MUNICIPAL AIRPORT
OEO - OSCEOLA, WISCONSIN

PREPARED BY: COOPER ENGINEERING CO., INC.
RICE LAKE, WISCONSIN

Drawn By: VR Date: 7/12/17 File: *1027-31*
Preparer Review By: Date: 7/12/17 BOA Review: *1027-31*
BV Airport Land Project Manager

SHEET 1 OF 1

**AGREEMENT FOR WAIVER OF NOTICE(S) AND HEARING(S)
AND
DEFERRAL OF SPECIAL ASSESSMENTS**

*Signed
Copy of Sewer
& Water Extension
Agreement
1998*

THIS AGREEMENT entered into as of the 21st day of October, 1998, by and between the VILLAGE OF OSCEOLA, Polk County, Wisconsin, a Wisconsin Municipal Corporation (hereafter "the Village") and Gerald D. Viebrock, a married individual, (hereafter "the Owner").

WHEREAS, the Owner has certain rights, title and interest in the following described property located in the Village:

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 SW1/4), Section Twenty-six (26), Township Thirty-three (33) North, Range Nineteen (19) West, Village of Osceola, Polk County, Wisconsin, and

WHEREAS, the Village desires to extend water and sewer from the current point of termination in or near the above described property to and along the airport owned by the Village to serve industrial users and others developing the airport; and

WHEREAS, the Owner intends to continue development of the Sunset Meadows Planned Unit Development (PUD) generally consistent with a preliminary plat thereof, signed by RLS on 1/8/96 and approved by the Village Board on 1/9/96; and

WHEREAS, such development will require the extension of water and sewer in stages as development occurs; and

WHEREAS, the Owner has no objection to the Village constructing the sewer and water as a special assessment project in advance of the contemplated staged development of the PUD and assessing the costs of such installation on a deferred basis, as follows:

1. The parties agree that the total principal assessment for the installation of water and sewer mains on the described property shall be \$100,000.00 plus the actual cost of constructing stub services, and any other contract options or change orders, which Owner may request to be installed at the time of construction.

2. Although a lien upon the real property at the time of levying the assessments, Owner shall not be required to commence the payment of principal or interest on the construction of the sewer and water mains until the final plat of any next phase of PUD development is approved by the Village Board; provided that, even if no final plat has been approved for any successive stage of development of the PUD by December 31, 2012, the payment of principal and interest shall commence on January 1, 2013.

I only pay interest on 1/2 of the cost to install sewer & water mains to the lots 1/2 of any other lots above the property.

3. Notwithstanding the immediately foregoing, on one half of any other contract options or change orders requested by owner, interest shall accrue at 6% per year and shall be added to principal upon the actual cost of installation, commencing when such costs are paid by the Village and continuing until assessed. The remaining one half shall be deferred and paid as in paragraph 1 and the following paragraphs.

4. When the payment of principal and interest commences because of the approval of a final plat for a next phase of development of the PUD, the amount of principal and interest then payable will be the prorated proportion that the total lots in the preliminary plat (approved 1/9/96), less the lots in phase one, bear to the number of lots approved as a final plat for that phase.

5. The prorated payment described immediately above shall be payable in equal annual installments of principal and interest for a term of 10 years with interest at 1/2% above the rate paid on the most recent long term borrowing done by the Village.

6. The principal and accrued interest may be paid in full at any time without penalty.

7. The Village is hereby granted a perpetual easement for access for the purpose of the construction, installation, maintenance and repair of the water and sewer mains in, over, on and under the described property and more particularly described on the attached Exhibit A labeled EASEMENT. Such easement shall run with the land and shall inure to the benefit of the parties and their successors, assigns, heirs, agents and representatives; and

WHEREAS, the Parties agree that it is to their mutual benefit to develop as a village street the road now known as the airport north driveway which runs generally west from Simmon Drive as now laid out and traveled as the development of the PUD property requires better access, and

WHEREAS, the Owner has no objection to the Village developing a street on the above stated driveway as a special assessment project and assessing the costs on a deferred basis, as follows:

1. The Village shall develop a street on the existing airport north driveway at such time as it is deemed necessary or desirable by the Village Board; or at such time as the Owner completes the final plat of the last phase of development of Sunset Meadows PUD and connects Meadowlark Lane to the said north driveway.
2. If Meadowlark Lane, or any other street from Sunset Meadows, is connected to the said north driveway, the Owner shall be specially assessed for one-half the cost of construction of a standard, completed village street based upon the proportion that the total lineal feet of the construction which immediately abuts the PUD bears to the total. (Any grant moneys received for the street project will be taken into account when calculating the Owners assessment.)
3. The actual commencement of the payment of principal and interest attributable to the construction of the village street shall be January 1 of the year following the date of connection of Meadowlark Lane, or any other street from Sunset Meadows, to the said village street; provided that, to the extent plans still exist for the connection of Meadowlark Lane, or any other street from Sunset Meadows, to the village street on December 31, 2012, then payment shall commencement on January 1, 2013.
4. If Meadowlark Lane, or any other street from Sunset Meadows, is not connected to the village street by December 31, 2012 and plans do not exist to the extent that payments shall commencement on January 1, 2013, then the village shall be relieved of its responsibility to develop a street on the existing airport north driveway.
5. In the event that a last phase final plat of the PUD is approved wherein Meadowlark Lane does not connected to the said north driveway, no special assessment shall be levied against the PUD property.
6. Upon the commencement of the payment of principal and interest for the special assessment of the cost of construction of the village street, payments shall be made in equal annual installments of principal and interest for a term of 10 years at interest equal to 1/2% above the rate paid on the most recent long term borrowing done by the Village.

Handwritten note:
Deadline to
be set by
the Board
for Sunset
Meadows

NOW, THEREFORE, in consideration of the mutual recitals, agreements, understandings and covenants herein contained and the sum of one dollar each to the other paid, receipt of which is acknowledged, the parties hereby agree as follows:

1. The Owner, in consideration of the construction by the Village of the foregoing public improvements upon the foregoing terms and conditions, hereby admits that the contemplated improvements will benefit the described property and consents to the levying of special assessments as called for in this agreement against the described premises pursuant to sec. 66.60, Wisconsin Statutes or as locally adopted.
2. That in accordance with sec. 66.60(18), Wisconsin Statutes, the Owner waives all special assessment notices and hearings required by sec. 66.60, Wisconsin Statutes.
3. That this agreement shall be binding upon and shall inure to the agents, heirs, representatives and assigns of the parties.
4. October 16, 1998 Side letter of agreement is hereby made a part of this agreement.

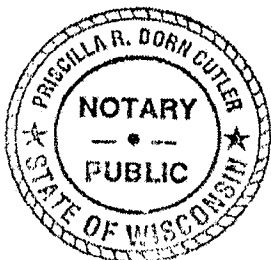
IN WITNESS WHEREOF, the parties have hereunto set their hand and seal and have caused these presents to be executed by them or their duly authorized officers as of the day and year first written above.

OWNER

Gerald D. Viebrock (SEAL)
Gerald D. Viebrock

STATE OF WISCONSIN)
POLK COUNTY) ss.

Personally came before me this 21st day of October, 1998, the above named Gerald D. Viebrock to me known to be the person who executed the foregoing instrument and acknowledged the same.

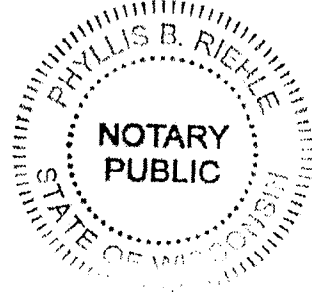


Priscilla R. Dorn Cutler
Notary Public
Polk County, Wisconsin
My Commission Expires: instrument

VILLAGE OF OSCEOLA

BY *Charles E. Jensen* (seal)
Charles E. Jensen, Village President

Attest: *H.O. Owens*
Harlin O. Owens, Village Administrator



STATE OF WISCONSIN)
POLK COUNTY) ss.

Personally came before me this 27 day of October, 1998, the above named Charles E. Jensen and Harlin O. Owens to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Phyllis B. Riehl
Notary Public
Polk County, Wisconsin
My Commission Expires: *Nov. 25, 2001*

EXHIBIT A

EASEMENT

LEGAL DESCRIPTION OF EASEMENT

A full legal description for recording shall be supplied to the Village by Owner on or before December 15, 1998.

The current situation is addressed in a side letter signed the date of this agreement.

**ADDENDUM TO THE AGREEMENT FOR
"WAIVER OF NOTICE(S) AND HEARING(S) AND
DEFERRAL OF SPECIAL ASSESSMENTS"
DATED OCTOBER 21, 1998 BETWEEN
VILLAGE OF OSCEOLA AND GERALD D. VIEBROCK**

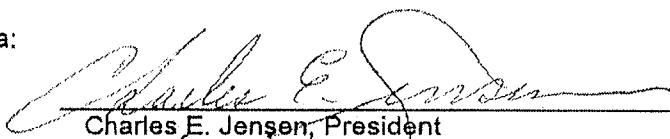
It is the intention of this addendum that it should clarify the provisions of the agreement and not modify it. It is further the intention to provide specific dollar amounts for the added work covered by the agreement.

The following facts are agreed to as they pertain to the agreement of 10/21/98.

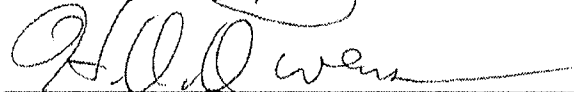
1. Additional improvements requested by Owner and completed by the Village in the amount of \$25,216 are subject to payment as a special assessment commencing with the taxes collected in January 2001. As provided it shall be paid in ten (10) equal annual installments with interest at 5.39% per annum from 1/1/99 on the unpaid balance. The cost of improvements that make up the \$25,216 are costs attributed to property that has had Final Plat approval by the Village.
2. Additional improvements requested by Owner and completed by the Village in the amount of \$52,146 are subject to payment as a special assessment commencing at a later date under terms of the agreement. Interest on one half (½) of the stated amount shall be collected with the taxes commencing in January 2001. Interest shall be computed at 5.39% per annum from 1/1/99 on the balance. The cost of improvements that make up the \$52,146 are costs attributed to service stubs and other work done in areas which have not yet had final plat approval.
3. The \$100,000 in sub 1. of the original agreement remains unchanged.
4. The three amount listed above represent total amounts to be assessed under this agreement.

Agreed to and executed this 30th day of January , 2001.

Village of Osceola:




Charles E. Jensen, President



Harlin O Owens, Administrator

Owner:



Gerald D. Viebrock

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 II 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 ~~B~~ **C**.

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 proved 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 $\frac{3}{4}$ 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.

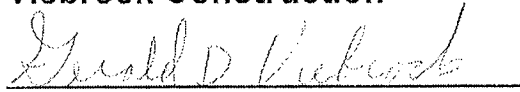
9. Modification to the preliminary plat. Viebrock may desire to rezone the southern approximately 300 feet of the development area to commercial or light industrial as a buffer between his housing and the airport. All ordinances and regulations shall be interpreted as permissive as possible by the Village 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.

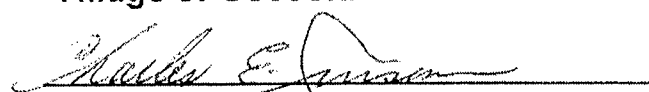
The terms of this agreement are understood, agreed and effective on the date first mentioned above.

Viebrock Construction

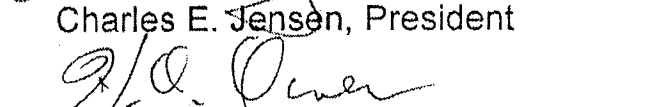


Gerald D. Viebrock, Developer

Village of Osceola



Charles E. Jensen, President



Harlin O. Owens, Administrator

File: 1B Estimate cost of Airport Road 2010 Improvement.xls (file under SSMeadows project/Subject Group-Airport Items & Overlay District 2009)

Below is 6/18/2014 estimate pricing & data from Angelia Popenhagen(Osceola Village Engineer)(Stevens Engineering-New Richmond)

An Airport improvement project was completed in 2010. The total estimate was \$1,096,000, funded as follows: 95% Federal(\$1,041,200), 2.5% State(\$27,400), 2.5% Village(\$27,400) Airport Road was part of that project. Below is an estimate cost to Village for Viebrock 120 ft. of shared road with village per village engineer on 6/18/14.(See scan file "1_Village Minutes - Village Trl Cost for Airport Project.pdf" December 30, 2009 Board Minutes show Village Portion of Total Project is \$27,400. or 2.5%)

NOTE: As of 8/1/2014 Village has refused to submit what is owed. So made the below best estimate with city engineers input.

Tons of Asphalt mix used per lineal foot of road that is 22' wide and 3" thick Usage figure per lineal foot from Angelia Popenhagen	Measurement in Tons of asphalt mix per lineal foot of road 22' wide x 3" thick asphalt Popenhagen	Outlot 170 had 110' of 1320' sold to village on West Corner. Leave 1210 feet of South border of Sunset Meadows with Road Frontage. (feet)	Cost per Ton of Asphalt per Angela Popenhagen as of 2014. Includes Placement.	Cost per Ton of Asphalt in 2010. Estimated?	Total Cost of Asphalt for 1210 foot of road frontage on South end of Sunset Meadows	2014 Pricing
0.42	1210		\$75.00		\$38,115.00	2014 Pricing
0.42	1210			\$60.00	\$30,492.00	2010 Pricing
					\$762.30	JV/Village 2.5% Portion
						2010 Asphalt Estimate Cost
Gravel Hauled, Placed, Compacted as of 2014 Estimate						
Tons of gravel usage 26' wide x 8" deep for base material. 1.5 Ton per lineal foot of 26' wide x 8" deep Base.			Cost of gravel per ton hauled, placed, compacted as of 2014	Cost per ton of gravel hauled, placed, compacted as of 2010 Estimate		
1.5	1210		\$20.00		\$36,300.00	2014 Pricing
1.5	1210			\$17.00	\$30,855.00	2010 Pricing
					\$771.38	JV 2.5% Portion
			Amount JV owes Village			Gravel Base
			\$766.84	JV & Village each pay half.		JV/Village 2.5% Portion, Asphalt & Gravel.

This Deed, made between Marvin J. Viebrock in his own individual capacity & as Trustee Under Agreement Dated October 11, 1978, made by Marvin J. Viebrock
....., Grantor,
and Village of Osceola, A Municipal Corporation of
Wisconsin.....

Witnesseth, That the said Grantor, for a valuable consideration of one dollar and other good and valuable considerations conveys to Grantee the following described real estate in Polk County, State of Wisconsin:

The South 80 feet of Outlot 171, of the OUTLOT PLAT of the Village of Osceola, being also known as the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 26, T33N, R19W;

Received for record

JUL 17 1985

10:00 o'clock A.M.
HAROLD MAIER, Register of Deeds
Polk County, Wisc.
Naomi Anderson, Deputy

RETURN TO MAKI & LUDVIGSON, S. C.
P. O. Box 337
Osceola, WI 54020

Tax Parcel No:

EXEMPT

77.25(2)

This is not homestead property.
(is) (is not)

Together with all and singular the hereditaments and appurtenances thereunto belonging;
And grantor warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except easements and restrictions of record

and will warrant and defend the same.

Dated this 3rd day of May, 1985

..... (SEAL) *Marvin J. Viebrock* (SEAL)

* Marvin J. Viebrock

..... (SEAL) (SEAL)

*

AUTHENTICATION

Signature(s)

authenticated this day of, 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN

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

THIS INSTRUMENT WAS DRAFTED BY

MAKI & LUDVIGSON, S. C., Attorneys at Law
Osceola, Wisconsin 54020

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

POLK County, } ss.

Personally came before me this 3rd day of May, 1985, the above named Marvin J. Viebrock

to me known to be the person who executed the foregoing instrument and acknowledge the same.

Marcella L. Howard
* Marcella L. Howard

Notary Public Polk County, Wis.
My Commission is permanent. (If not, state expiration date: April 30, 1989)

*Names of persons signing in any capacity should be typed or printed below their signatures.

456050

Volume 513 p. 378

Received for record

OCT 29 1987

At 10:00 o'clock P.M.

HAROLD MAIER, Register of Deeds
Polk County, Wisc.

Deputy

RETURN TO
GUY T. LUDVIGSON, S.C.
P. O. Box 337
Osceola, WI 54020

This Deed, made between Marvin J. Viebrock in his own individual capacity & as Trustee Under Agreement Dated October 11, 1978, made by Marvin J. Viebrock, Grantor, and Village of Osceola, a Municipal Corporation of Wisconsin

Grantee, of one dollar and other good and valuable considerations conveys to Grantee the following described real estate in Polk County, State of Wisconsin:

The South 215 feet of the West 110 feet of Outlot 171 of the OUTLOT PLAT of the Village of Osceola, EXCEPT the South 80 feet thereof; being also known as the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 26, T33N, R19W;

Tax Parcel No:

This deed is given to correct the description contained in deed between parties dated June 29, 1987, recorded June 30, 1987, in Volume 508, page 130, as Document No. 452822.

EXEMPT 77.25(2) and 77.25(3)

This is not homestead property.
(is) (is not)

Together with all and singular the hereditaments and appurtenances thereunto belonging; And warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except easement and restrictions of record

and will warrant and defend the same.

Dated this 28th day of October, 1987

..... (SEAL) Marvin J. Viebrock (SEAL)

* Marvin J. Viebrock, Individually

..... (SEAL) Marvin J. Viebrock (SEAL)

* Marvin J. Viebrock, Trustee

AUTHENTICATION

Signature(s)

authenticated this day of, 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

GUY T. LUDVIGSON, S.C., Attorneys at Law
Osceola, Wisconsin 54020

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

POLK County. } ss.

Personally came before me this 28th day of October, 1987 the above named Marvin J. Viebrock, both individually and as Trustee

to me known to be the person who executed the foregoing instrument and acknowledge the same.

Marcella L. Howard
* Marcella L. Howard

Notary Public Polk County, Wis.
My Commission is permanent. (If not, state expiration date: April 30, 1989.)

*Names of persons signing in any capacity should be typed or printed below their signatures.

RE: Osceola Airport North, boundary infringement concerns

Messina, Matthew R - DOT <Matthew.Messina@dot.wi.gov>

Tue 5/2/2023 11:10 AM

To: Philip Mattison <pmattison@coreproducts.com>

Cc: Pleenbobo@frontiernet.net <Pleenbobo@frontiernet.net>; Devin Swanberg <administrator@vil.osceola.wi.us>; Brad Volker (bvolker@cooperengineering.net) <bvolker@cooperengineering.net>; joebgreene@msn.com <joebgreene@msn.com>; Davis, Howard - DOT <Howard.Davis@dot.wi.gov>

Hi all,

I reviewed all of the information you sent over with our compliance manager, Hal Davis. Based on the information we reviewed, the road in question is shown as an airport road, on airport property, and should only be used for airport purposes (getting people to and from their hangars). We did not see any sort of agreement where the Village granted access for any other use of that road. If they did, they would need to get FAA approval to do so through a land release or a concurrent use agreement. In order to get either of those approved by FAA, there would have to be some sort of tangible benefit to the airport. In this situation, I'm not sure what benefit they would be able to provide to the airport. I would also note that land releases and concurrent use agreements take quite a while to get approved by FAA (upwards of a year).

As far as any development is concerned around the airport that doesn't require a land release or concurrent use agreement, the only guidance to follow would be the height limitation zoning ordinance and any other land use zoning that the Village has in place. We would also caution the developer to be aware of the potential noise impact that the airport would have on the area.

On the last issue, BOA has no objection to turf operations adjacent to paved runways. The decision to allow these operations is a local one.

I hope all of that makes sense. Feel free to reach back out if you have more information or come up with more questions. We could also have a phone call if you'd like to discuss.

Thanks,

Matt Messina, P.E.

Airport Engineering Unit Supervisor

WisDOT/DTIM/Bureau of Aeronautics

4822 Madison Yards Way, 5th Floor South, Room 535

Madison, WI 53705-7914

608.267.7108



From: Messina, Matthew R - DOT

Sent: Thursday, April 27, 2023 12:36 PM

To: Philip Mattison <pmattison@coreproducts.com>

Cc: Pleenbobo@frontiernet.net; administrator@vil.osceola.wi.us; Brad Volker (bvolker@cooperengineering.net) <bvolker@cooperengineering.net>; joebgreene@msn.com

Subject: RE: Osceola Airport North, boundary infringement concerns

Hi all,

Just wanted to let you know that I am reviewing and want to run this by our compliance manager before we respond back. Unfortunately, he is out this week, but we should be able to get back to you sometime next week.

Thanks,

Matt Messina, P.E.

Airport Engineering Unit Supervisor
WisDOT/DTIM/Bureau of Aeronautics
4822 Madison Yards Way, 5th Floor South, Room 535
Madison, WI 53705-7914
608.267.7108



From: Philip Mattison <pmattison@coreproducts.com>
Sent: Monday, April 24, 2023 2:08 PM
To: Messina, Matthew R - DOT <Matthew.Messina@dot.wi.gov>
Cc: Pleenbobo@frontiernet.net; administrator@vil.osceola.wi.us; Brad Volker (bvolker@cooperengineering.net) <bvolker@cooperengineering.net>; Philip Mattison <pmattison@coreproducts.com>; joebgreene@msn.com
Subject: Osceola Airport North, boundary infringement concerns

CAUTION: This email originated from outside the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Matt:

Osceola Airports northeast most boundary has undeveloped land north of it. See attachments.

The existing owner would like to sell this land to his nephew on the premise that the land can be developed using the north airport road as shared public access to the airports hangars and the new community.

The land owner has offered that he has some legal claim on the use of this road. I don't know what the basis of that claim is.

The most current A.I.P. or airport layout plan that I have (dated 7/03/08) shows the north airport road is 25 feet wide running from east to west. The airport boundary is 25' north of and parallel to the airport road in that area.

While I am fully in support of developing more housing in that area and in Osceola in general.

I do not think it is in the best interest of the airport or the community to have the north airport road become a city street.

I feel that the developer should work in concert with the BOA and the community to respect the airport boundary's and to comply with the airports land use zoning ordinance and the height limitation zoning ordinances which surround Osceola's Commercial use Airport.

Osceola Airport previously had an automatic gate located on airport road on the east end of the northeast hangar area. A few years ago the owner of this land talked the airport commission into removing the gate which extended 16 feet north of the road claiming it was on his land. Clearly it was not and as the boundary on the scaled ALP is 25 feet north of the road. Therefore the gate ended 9 feet south of the airport property line. Since that gate was removed we have had two hangars broken into. Resulting in a drunk trying to steal a Cessna 210

and the other resulting in stolen personal property from a hangar. Additional public traffic in this area could potentially cause more similar issues.

I personally would like to see the gate reinstalled in its original location. I know it was installed in the original location and funded as part of the major airport improvements, runway extension, hangar site development, and paving the north airport road which I was heavily involved in.

I feel that if the property to the north is going to be developed into housing abutting airport property then a fence should be constructed along the north airport boundary in that area. It would simply be tragic if a child or even a family dog was hurt by a taxiing or starting aircraft.

One additional issue is that we have a local glider club (Red Wing Soaring) that fly's off the grass south of the paved portion of the east west runway 10/28. When our runway was extended in 2008 I as the airport commission president. Actively recruited this glider club to relocate to Osceola. We also reshaped the land on the south side of the runway to allow for the glider traffic and powered traffic off the grass. Everyone knows that the grass and the paved portion of 10/28 are one runway. If a glider, or powered plane is using 10/28 grass or paved portion they clearly own the runway at that moment. Everyone knows this is not intended for simultaneous parallel operations. This club is now one of the largest glider clubs in the Midwest and they are very active at our airport and important to our community. Its members are supportive of our community and spend money in Osceola which is very good for our community. We have some people wishing to attempt to push the glider club away and get them to relocate to another community claiming that this is not a proper use of our runway. Could you please help us clearly address airport/runway use.

Last of all we have a new Village Administrator. Devin Swanberg. Devin told me he doesn't have experience managing an airport within a community. I assured him that the Department of Aeronautics has a great staff that you are available to help with issues like this and that you would like to be involved early in these kind of issues in order to produce the best result for everyone.

Devin can be reached at 715-294-3498.

Thanks in advance for all your help.

Philip Mattison
CEO
Core Products International Inc.
808 Prospect Ave
Osceola Wisc 54020
Cell 612-803-5574

Hangar Owner and Pilot N6311X