

**GENERAL BOUNDARY AGREEMENT BETWEEN THE TOWN OF SPRING BROOK
AND THE TOWN OF RED CEDAR, DUNN COUNTY, WISCONSIN**

This General Boundary Agreement (the “Agreement”) is entered into by and between the Town of Red Cedar, a municipal corporation organized and existing under the laws of the State of Wisconsin (“Red Cedar”) and the Town of Spring Brook, a municipal corporation organized and existing under the laws of the State of Wisconsin (“Spring Brook”).

WITNESSETH:

WHEREAS, Wisconsin Statute §66.0301(6)(a) provides any two municipalities whose boundaries are immediately adjacent at any point to enter into a written agreement determining all or a portion of a common boundary line between the municipalities; and

WHEREAS, Red Cedar and Spring Brook share a common boundary a portion of which is illustrated on the map attached hereto as Exhibit A;

WHEREAS, Wisconsin Statutes §66.0301(6)(c) provides that before this Agreement may take effect, it must be approved by the governing body of each municipality by the adoption of a resolution and before each municipality may adopt a resolution, a public hearing on the agreement must be held after due notice; and

WHEREAS, on the ___ day of _____, 2026 after due public notice, a public hearing on this Agreement was held at the Town of Red Cedar Town Hall; and

WHEREAS, on the ___ day of _____, 2026 after due public notice, a public hearing on this Agreement was held at the Town of Spring Brook Town Hall; and

WHEREAS, pursuant to §66.0301(6) of the Wisconsin Statutes and based upon the mutual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

A. Detachment of Town of Spring Brook Property.

The common boundary line between the Town of Red Cedar and the Town of Spring Brook, shall be altered as follows:

The property located at N3954 640th Street, Menomonie, Wisconsin, Tax Parcel Number 1703422712152300002, which is further described and depicted as set forth on the attached Exhibit A shall be detached from the Town of Spring Brook and attached to the Town of Red Cedar.

B. Effective Date.

This Agreement is effective upon the satisfaction of the following conditions:

- i. The Town Board of Red Cedar and the Town Board of Spring Brook have each adopted a resolution approving this Agreement, pursuant to Wisconsin Statute §66.0301(6)(c)2 copies of which are attached hereto as Exhibit B and Exhibit C, respectively.
- ii. Red Cedar and Spring Brook have each published this Agreement as a Class 1 notice, pursuant to Wisconsin Statute §66.0301(6)(c)2.

C. Ordinance to Accomplish Boundary Change.

After this Agreement becomes effective, Red Cedar and Spring Brook shall enact ordinances accomplishing the boundary change included in this Agreement. Copies of such ordinances are attached hereto as Exhibit D and Exhibit E, respectively. Red Cedar shall satisfy the filing requirements under Wisconsin Statute §66.0217(9)(a).

D. Zoning.

Zoning, building inspection and permits, and all approvals regarding the Property that were made by Spring Brook and/or Dunn County prior to the execution of this Agreement will be rezoned by Red Cedar under its General Agricultural zoning district in order to allow the property owner's current use of the Property to continue after the Effective Date of this Agreement.

E. Municipal Services.

After the Effective Date of this Agreement Red Cedar shall provide all municipal services to the Property including but not limited to fire, emergency medical services and paramedic services.

F. Property Taxes and Special Assessments.

- i. Prior to the Effective Date of this Agreement, the Property shall be subject to Spring Brook's property tax assessment and collection authority, and Spring Brook shall receive payment of the prorated amount of the property taxes due on the Property for the year 2026 for the period of January 1, 2026, through and including the Effective Date of this Agreement.
- ii. After the Effective Date of this Agreement, the Property shall be subject to the Red Cedar's property tax assessment and collection authority.

- iii. Although Red Cedar has no current plans to impose any special assessments or additional fees on the Property, Red Cedar retains its statutory authority to impose special assessments on the Property in accordance with law.

G. Revenue Sharing.

With the exception of the initial proration of the 2026 property taxes for the Property from the period of January 1, 2026 through and including the Effective Date of this Agreement and payment thereof to Spring Brook as set forth in item F(i) above, during the term of this Agreement, Red Cedar and Spring Brook agree that there shall be no sharing of property tax revenues related to the Property.

H. Good Faith Cooperation.

- i. Red Cedar and Spring Brook shall cooperate in good faith to implement this Agreement. Red Cedar and Spring Brook agree that they shall not hinder the performance and implementation of this Agreement in any way and that they will not oppose this Agreement in any way privately or publicly, either when communicating with any government agency which is charged with review and evaluation of any part of this Agreement or otherwise.
- ii. If a dispute between the parties arises under this Agreement, the parties shall attempt to resolve the dispute through direct discussion and negotiation. If the dispute cannot be resolved by the parties, the parties, by mutual agreement, may agree to submit the dispute to a third party for non-binding mediation. If the dispute is not resolved by these procedures, either party may give the other 10 days' notice of an impasse and thereafter commence an action in circuit court. The parties shall continue to perform according to the terms of this Agreement during the pendency of any such litigation or mediation proceeding. Costs of mediation shall be shared equally by the parties. Each party shall be responsible for its own litigation costs.

I. Term.

The term of this Agreement is ten years from the Effective Date. However, pursuant to Wisconsin Statute §66.0301(6)(b), the boundary change determined under this Agreement shall remain in effect until subsequently changed by Wisconsin law.

J. Binding Agreement.

This Agreement is binding upon the parties hereto and their respective successors and assigns. This Agreement is for the exclusive benefit of the parties and their successors and

assigns and shall not be deemed to give any legal or equitable right, remedy or claim to any other person or entity. This Agreement shall not be affected by a change in the form of government of either of the parties.

K. Recording.

Red Cedar shall promptly record a notice of this Agreement in the office of the Dunn County Register of Deeds.

L. Amendment.

This Agreement may be amended only with the approval and execution of a written amendment signed by both parties.

M. Severability.

With regard to all other Sections of this Agreement, if any such Section is found to be invalid or unlawful, and the parties are unable to agree on a remedy or an amendment of the Agreement within 60 days of the date the court found the Section to be invalid or unenforceable, then such invalidity or unenforceability shall not affect the other provisions of this Agreement and such other provisions shall be binding on the parties

N. No Waiver.

Failure of either party to require strict performance of any provision of this Agreement shall not constitute a waiver of the provision or any of either party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. Waiver of one right, or release of one obligation, shall not constitute a waiver or release of any other right or obligation.

O. Risk Allocation.

The parties are governmental entities entitled to governmental immunity under law, including Wisconsin Statute § 893.80. Nothing contained herein shall waive the rights and defenses to which each party may be entitled under law, including all of the immunities, limitations, and defenses under Wisconsin Statute § 893.80, or any subsequent amendments thereof. Each party shall bear the risk of its own actions pursuant to this Agreement.

P. Authority.

Each party represents that it has the authority to enter into this Agreement and that all necessary procedures have been followed to authorize this Agreement. Copies of the resolutions of the governing bodies of both parties, authorizing this Agreement are attached

hereto as Exhibit B and Exhibit C, respectively, and executed copies of same shall be attached when adopted. Each person signing this Agreement represents and warrants that he or she has been duly authorized to do so.

Q. Entire Agreement.

This Agreement contains the entire agreement of the parties with respect to the subject matter thereof, and all prior discussions, drafts, agreements, and writings are specifically superseded by this Agreement.

R. Governing Law.

This Agreement and any action relating to or claims arising out of this Agreement, shall be governed, construed, and interpreted in accordance with the laws, both procedural and substantive, by laws of the State of Wisconsin, without regard to its conflict of law principles.

S. Challenge to Agreement; Advancement of Mutual Interests.

- i. Both parties waive the right to challenge the validity or enforceability of this Agreement or any of its provisions or to challenge any actions properly taken pursuant to and in accordance with this Agreement.
- ii. In the event of a court action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, both parties will continue to cooperate with one another in good faith to reach a mutually satisfactory resolution

Signed by Red Cedar on this ___ day of _____, 2026

TOWN OF RED CEDAR

BY: _____

Bob Cook, Town Chairman

ATTEST: _____

Cheryl Miller, Town Clerk

[Signatures continue on next following page.]

Signed by Spring Brook, Wisconsin on this ____ day of _____, 2026

TOWN OF SPRING BROOK

BY: _____
John E. Schaefer, Town Chairman

ATTEST: _____
Mary L. Strand, Town Clerk

CONSENT AND JOINDER BY MORTGAGEE

The undersigned (the "Mortgagee") is a mortgagee of the property described in the General Boundary Agreement by and between the Town of Red Cedar and the Town of Spring Brook dated _____, 2026 (the "Agreement") by a certain Mortgage dated _____, and recorded _____, in the office of the Dunn County Register of Deeds as Document No. _____. Mortgagee hereby consents to and joins in this Agreement provided that by consenting to and joining in this Agreement, the Mortgagee does not modify or amend the terms and conditions of the Mortgage; and provided further that the Mortgage shall be and remain as a lien on the property described therein, prior to liens subsequently recorded until released and satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on this ____ day of _____, 2026.

NORTHWESTERN BANK

By: _____
Its: _____

STATE OF WISCONSIN)
) **ss.**
COUNTY OF _____)

On this ____ day of _____, 2026, before me, a Notary Public within and for said County and State, personally appeared _____, to me personally known, whom, being by me duly sworn, did say that he/she is the _____ of Northwestern Bank the Mortgagee named in the foregoing consent and joinder.

NOTARY STAMP OR SEAL

Notary Public

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY

The SW ¼ of the NW ¼ Section 15, Township 27 North, Range 12 West, Town of Spring Brook, Dunn County, Wisconsin: EXCEPT the East 2 rods thereof.

Tax Parcel Number 1703422712152300002



Map Legend

- Purple Shading-designates the Town of Red Cedar existing boundaries
- Pink Shading-designates the Town of Spring Brook existing boundaries
- Light Blue Outlining-designates the boundaries of the Property to be detached from the Town of Spring Brook and attached to the Town of Red Cedar pursuant to this Agreement

EXHIBIT B
RESOLUTION OF RED CEDAR

EXHIBIT C
RESOLUTION OF TOWN OF SPRING BROOK

EXHIBIT D
ATTACHMENT ORDINANCE OF RED CEDAR

EXHIBIT E
DETACHMENT ORDINANCE OF SPRING BROOK