



**JOINT TOWN BOARD & PARK COMMITTEE SPECIAL MEETING  
FRIDAY, SEPTEMBER 12, 2025  
5:00 p.m.  
FREEDOM TOWN HALL - W2004 COUNTY RD S**

1. Call to Order, Roll Call, and Pledge of Allegiance
2. Confirmation of Proper Posting and Approval of Agenda
3. Discussion and Possible Action on Developers Agreement – Chad & Mark Properties
4. Discussion and Possible Action on Easements through Lions Park – Chad & Mark Properties
5. Adjourn

Posted on the Board at the Freedom Town Hall and on the Town website on the 10<sup>th</sup> of September 2025 by 4:00 PM by the Clerk's Office.

Dana McHugh, Clerk/ Treasurer

## DEVELOPMENT AGREEMENT

### Country Villa

THIS AGREEMENT, made and entered into this \_\_\_ day of September 2025, by and between Chad and Mark Properties, LLC, a Wisconsin limited liability company, ("Developer") Town of Freedom, a body corporate and politic, ("Town").

### RECITALS

- A. The Developer is the owner of the following described lands situated in the Town of Freedom, Outagamie County, State of Wisconsin, to-wit:

See Exhibit A incorporated herein (the "Property")

- B. The Developer is intending to plat and develop a property that includes a Plat and other related properties for residential uses, including assisted living units on the Property (the "Subdivision"); and
- C. The Developer has submitted and received approval of a preliminary plat, which is pending approval as a final plat for a portion of the property and has submitted a condominium plat for additional portions of the property, which is currently part of an outlot on the current plat which is attached as Exhibit B, and expressly made a part hereof, hereinafter called the "Plat", which details the improvements to be made to the Property.
- D. The Developer will receive separate approvals from the Town of Freedom Sanitary District. including Construction Plans and Sewer and Water Plans, hereinafter called the "Construction and Utility Plans", which details the planned construction and extension of water and sanitary sewer service to the Property from the District's public main lines.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

#### 1: PLAT APPROVAL, DEVELOPMENT IMPROVEMENTS.

- 1.1 **Plat Approval:** The Preliminary Plat has been approved and a final plat, with out-lots has been approved. The proffered condominium plat has not been approved and nothing in this agreement should be construed as an approval of such.
- 1.2 **Easement Approval:** Easements have been presented to the town for drainage within the property, which are Internal Easements. The Town Board has not approved such, but this agreement is contingent on such. (Exhibit C). An easement for property on Town property, specifically Lions Park, which shall be deemed an External Easement, is likewise subject to Town Board approval and

this agreement is contingent upon such.

**1.3 Construction of Improvements:** All improvements shall be completed consistent with the Town of Freedom Subdivision, Land Division ordinances, and Site Plan ordinances. Therefore, the Developer shall provide to the Town, prior to commencing construction, a site plan that provides for:

- (a) Compliance with Chapter 26 of the town ordinances, including but not limited to:
- (b) A storm water management and control plan, per 26.305
- (c) Sanitary Sewer and Water approval from the Sanitary district, per 26.306
- (d) An external lighting plan per 26.307(1)
- (e) A landscaping plan per 26.308

**1.4 Site Plan Approval:** The provisions of site plan approval and submittal under 26.400 shall be complied with. Confirmation of such shall be provided in writing by the Town Planner and Town Engineer.

## 2: ADDITIONAL DEVELOPER OBLIGATIONS:

**2.1 Contribution:** Consistent with Ordinance 18-029, the Developer shall be responsible for all reasonable costs of the Town for engineering services to review and monitor the terms and conditions of this agreement. Further, the Developer shall pay a sum of \$3,000 for preparation of this agreement by the Town.

**2.2 Easement Purchase:** The Developer shall pay the sum of \$12,500 per acre for the area directly impacted and included in the Easement on Lion's Park. This is determined by the value of recently appraised nearby property at \$25,000 per acre, discounted by 50% based upon the town retaining ownership. However, as a distinct and separate obligation, the Developer agrees to pay the direct and indirect cost associated with installing any improvements or culverts on the Park property due to the easement and water distribution.

**2.3 Construction Observation Costs:** Developer agrees to pay all costs associated with the verification of improvements within the subdivision development. Town charges for construction observations shall be \$95.00 to \$105.00 per hour, and charges for contract administration shall be \$115.00 to \$135.00 per hour. Town charges will be billed at the above rates, as a pass-through to Developer, and will be supported by an itemized time and material invoice for the pass-through services. Any applicable WDNR construction observation will be billed at the pass-through rate charged by the WDNR personnel.

**3. STORMWATER MANAGEMENT AND MAINTENANCE.** In addition to any other provision in this agreement, the following terms and conditions shall apply.

3.1 **Stormwater Management:** The Developer, its successors and assigns, in accordance with the plans and specifications identified in the Construction Plans, and more detailed plans and specifications submitted to the Wisconsin Department of Natural Resources ("WDNR"), Outagamie County, and Outagamie County Drainage Board for approval, shall be responsible for construction of the on-site stormwater management practices.

3.2 **Maintenance:** The Developer, its successors and assigns, shall adequately maintain the stormwater management practices, including, but not limited to, all pipes and channels built to convey storm water to and from approved facilities, as well as all structures, improvements and vegetation provided to control the quantity and quality of the storm water; until the sanitary sewer and water distribution improvements are complete, at which time the Town will take over all maintenance responsibilities. Adequate maintenance is herein defined as maintaining the stormwater management facilities in good working condition so that these facilities are performing their design functions and are in accordance with WDNR, County, and County Drainage Board regulations.

#### 4. CONSTRUCTION OBSERVATION

**Construction Observation of Improvements:** The Developer agrees to allow the Town, WDNR, or a third party selected by the Town or WDNR ordinances, standards and specifications. Developer agrees that the following construction observation is required under this Agreement.

- (a) Sanitary Sewer & Water Main: Periodic observation during installation at the discretion of the Town or an Engineer.
- (b) Storm Sewer = Periodic observation during installation at the discretion of the Town or an Engineer

#### 5: PARKS

**Fee in Lieu:** In lieu of park land dedication, a park fee in accordance with Section 19.01, Fees or Dedications, of the Town Municipal Code shall be paid at the time of application for a building permit for each building on each lot of the subdivision. The fee in lieu of park land dedication is based upon the assumptions set forth in the Town ordinance.

#### 6: MISCELLANEOUS REQUIREMENTS

6.1 **Survey Monuments:** Developer agrees to properly place and install all survey or other monuments required by statute and ordinance.

6.2 **Grade:** The Developer agrees to furnish to the Town Engineer the final signed plan set forth showing the finished grade at each lot corner.

**6.3 Plans:** The Developer agrees to furnish to the Town Engineer all plans and specifications identified in the subdivision ordinance of the Town of Freedom (Chapter 18 of the Freedom Municipal Code).

**6.4 Compliance with Ordinances and Statutes:** Developer hereby agrees to comply with the requirements and provisions of all Town ordinances and State statutes.

**6.5 Record Drawings:** Developer agrees to provide the Town and/or District with grade sheets, asphalt mix records, and record drawings of the sanitary sewer, water main, storm sewer improvements, and streets showing location of all the appurtenances and features of the systems as required by the Town and District standard specifications.

**6.6 Locations for Laterals or Other Improvements:** If locates are necessary for any reason prior to final acceptance, Developer shall either provide adequate record drawings to the Town, or Developer shall provide the field locates of utilities (such as laterals).

**6.7 Unsold Lots:** Developer agrees to maintain all unsold lots and open spaces in mowable condition, in accordance with Town ordinances relating to grass height and weed control.

**6.8 Plat Compliance:** All terms and conditions set forth on any approved final plat within the subject area, including condominium plats, whether approved before or after this agreement shall be considered incorporated herein and shall be complied with as a specific condition of this agreement.

## 7. MISCELLANEOUS

**7.1. Governing Law:** This Agreement construed under the laws of the State of Wisconsin and venue for any action arising out of this Agreement shall be the Circuit Court of Outagamie County.

**7.2 Amendment:** The Parties agree that this Agreement may be amended only in a writing signed by all Parties hereto and approved by the Town Board and District Commission.

**7.3 Other Agreements:** This agreement is a stand alone agreement and is unrelated to the obligations set forth in other agreements between the parties, including but not limited to a TID development agreement created related to the same real estate, except to the extent that compliance with this agreement in its entirety is a requirement for payments under the incentive agreement.

7.4 **Severability.** Should any section or provision of this Agreement be declared invalid, the same shall not affect the validity or enforceability of the balance of the Agreement.

7.5 **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

7.6 **Counter Part Execution:** This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

WITNESS the following signatures and seals:

**Chad and Mark Properties, LLC**

By: \_\_\_\_\_

Printed Name: Chad Reader

Title: Managing Member

STATE OF WISCONSIN       )  
  )SS  
OUTAGAMIE COUNTY       )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 the above-named Chad Reader to be known to be such member and person who executed the foregoing Agreement and acknowledged the same.

Signature of Notary \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary

Notary Public, State of Wisconsin

My commission is/expires \_\_\_\_\_

**TOWN OF FREEDOM**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Town of Freedom, Clerk

STATE OF WISCONSIN       )  
  )SS  
OUTAGAMIE COUNTY       )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 the above-named \_\_\_\_\_ to be known to be such officers and persons who executed the foregoing Agreement and acknowledged the same.

Signature of Notary\_\_\_\_\_

\_\_\_\_\_

This Document was drafted by:  
Keith Steckbauer-Town Attorney  
Wolf River Lawyers SC  
PO Box 5  
New London, WI 54961

Bar number 1021304

Printed Name of Notary  
Notary Public, State of Wisconsin  
My commission is/expires \_\_\_\_\_

**FREEDOM SANITARY DISTRICT NO. 1**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Town of Freedom, Clerk

STATE OF WISCONSIN    )  
                                      )S  
S OUTAGAMIE COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024 the  
above-named

\_\_\_\_\_ to be known to be such officers and persons who  
executed the foregoing Agreement and acknowledged the same.

Signature of Notary \_\_\_\_\_

\_\_\_\_\_

Printed Name of Notary  
Notary Public, State of Wisconsin  
My commission is/expires \_\_\_\_\_





## DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement (“**Agreement**”) is made as of this \_\_\_\_ day of August, 2025, by and between Chad and Mark Freedom Development, Inc., a Wisconsin corporation, as Land Contract Vendee, and Chad & Mark Properties, LLC, a Wisconsin limited liability company, as Land Contract Vendor (jointly, “**Grantor**”) and Chad and Mark Freedom Development, Inc., a Wisconsin corporation (“**Grantee**”).

WHEREAS, Grantor is the owner of certain property, Parcel Identification Number 090040706, located in the Town of Freedom, Outagamie County, State of Wisconsin, as legally described in **Exhibit A** attached hereto and as depicted on **Exhibit B** attached hereto (the “**Servient Parcel**”);

WHEREAS, Grantee is the owner of certain property, Parcel Identification Number 090040701, located in the Town of Freedom, Outagamie County, State of Wisconsin, as legally described in **Exhibit A** attached hereto and as depicted on **Exhibit B** attached hereto (the “**Dominant Parcel**”);

WHEREAS, Grantor has agreed to grant to Grantee a drainage easement over the Servient Parcel as legally described in **Exhibit A** attached hereto and as depicted on **Exhibit B** attached hereto (the “**Drainage Easement Area**”) for benefit the Dominant Parcel as required by the Town of Freedom.

NOW, THEREFORE, Grantor and Grantee hereby agree:

1. RECITALS. The above recitals are true and correct and are incorporated herein by reference.
2. ESTABLISHMENT DRAINAGE EASEMENT. Grantor hereby establishes, on behalf of itself and its successors and assigns as owners of the Servient Parcel, a non-exclusive, perpetual easement, and right-of-way for the natural flow of overland storm water and surface water drainage and retention over, across, and through the Drainage Easement Area. The Easement granted hereunder is for the benefit of the Dominant Parcel and all current and future owners thereof.
3. NO CHANGES TO DOMINANT PARCEL. The Owner of the Dominant Parcel shall not change the grade nor increase the impervious surface of the Dominant Parcel in such a way that would materially increase the flow of storm water and surface water across the Servient Parcel without the express written consent of the Owner of the Servient Parcel, which may be withheld in the commercially reasonable discretion of the Owner of the Servient Parcel.
4. HAZARDOUS MATERIALS. The Owner of the Dominant Parcel shall not permit contaminants or other hazardous materials to flow onto, through, under, or across the Servient Parcel.
5. INDEMNIFICATION. The owner of the Dominant Parcel shall indemnify and defend the owner of the Servient Parcel and its officers, agents, and employees from all liability suits,

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**Name and Return Address**

Michael S. McGuire  
DeWitt LLP  
2391 Holmgren Way  
Green Bay, WI 54304

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090040706 ; 090040701

(Parcel Identification Numbers)

actions, claims, costs, damages, and expenses of every kind and description, including court costs and reasonable attorneys' fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Drainage Easement Area or Servient Parcel by the Owner of the Dominant Parcel or its agents, contractors, subcontractors, invitees, or employees or due to contaminants or other hazardous materials flowing onto, through, under, or across the Drainage Easement Area or Servient Parcel due to the actions of the Owner of the Dominant Parcel or its agents, contractors, subcontractors, invitees, or employees.

6. CONSISTENT USES ALLOWED. The Servient Parcel shall retain the right to use the Drainage Easement Area for purposes that will not interfere with Dominant Parcel's full enjoyment of the rights granted in this Agreement. The owner of the Servient Parcel shall not modify the topography in the Drainage Easement Area nor construct or install any structure, or any other improvements, temporary or permanent, over, under, and through the Drainage Easement Area that would interfere with the Dominant Parcel's ability to maintain the drainageway.
7. COVENANTS RUN WITH THE LAND. All of the terms and conditions in this Agreement including the benefits and burdens shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the then current owners of the Dominant Parcel and Servient Parcel and their respective successors and assigns.
8. NOTICES. Notices or other communication hereunder shall be in writing and shall be sent certified mail, return receipt requested, or by other national overnight courier company, or personal delivery, to the other party at its registered address if an entity and the most recent known address if an individual. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party.
9. EXHIBITS. All exhibits referred to herein and attached hereto shall be deemed part of the Agreement.
10. RECORDING. The Agreement shall be recorded in the records of Outagamie County, Wisconsin.
11. ENFORCEMENT. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.
12. GOVERNING LAWS. The laws of the state of Wisconsin shall apply to the Agreement.
13. SEVERABILITY. If any part, term, or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision; and the right of the parties will be construed as if the part, term or provision was never part of the Agreement.

14. NO PUBLIC DEDICATION. Nothing in this Agreement shall be deemed a gift or dedication of any portion of the easements granted hereunder to the general public or for any public purpose whatsoever.
15. NON-USE. Non-use or limited use of the easement rights granted hereunder shall not prevent the benefitting party from later use of the easement rights to the fullest extent authorized in this Agreement.

**[signature pages follow]**



**GRANTEE:**

## Chad & Mark Properties, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN )

) SS.

COUNTY OF OUTAGAMIE )

This instrument was acknowledged before me this \_\_\_\_day of August, 2025, by \_\_\_\_\_, to me known to be the person who executed the foregoing instrument by virtue of the authority vested in them and acknowledged that they executed the same as the voluntary act.

Name: \_\_\_\_\_

Notary Public, State of Wisconsin

My Commission Expires:\_\_\_\_\_

**This Document Drafted By:**

Attorney Michael S. McGuire

DeWitt LLP

2391 Holmgren Way

Green Bay, WI 54304

**EXHIBT A**  
**Legal Descriptions**

**Servient Parcel:**

Lot 3, Volume 45, Certified Survey Maps, Page 7454, Map Number 7454, Document Number 2118741, being part of the Southeast 1/4 of the Southwest 1/4 of Section 15, Township 22 North, Range 18 East, Town of Freedom, Outagamie County, Wisconsin.

**Dominant Parcel:**

Lot 2, Volume 45, Certified Survey Maps, Page 7454, Map Number 7454, Document Number 2118741, being part of the Southeast 1/4 of the Southwest 1/4 of Section 15, Township 22 North, Range 18 East, Town of Freedom, Outagamie County, Wisconsin.

**Drainage Easement Area:**

Part of Lot 3, Volume 45, Certified Survey Maps, Page 7454, Map Number 7454, Document Number 2118741, being part of the Southeast 1/4 of the Southwest 1/4 of Section 15, Township 22 North, Range 18 East, Town of Freedom, Outagamie County, Wisconsin lying 7.50 feet on each side (15.00 feet total width) of the easement reference line described below:

Commencing at the South 1/4 corner of said Section 15; thence N00°03'03"E, 297.36 feet on the east line of said Southwest 1/4 to the southern-most corner of said Lot 3; thence N46°33'17"W, 482.95 feet on the southwest line of said Lot 3 to said easement reference line, the **POINT OF BEGINNING**; thence N01°17'09"E, 12.68 feet; thence N24°34'00"E, 165.40 feet; thence N00°03'03"E, 308.10 feet; thence N43°26'43"E, 94.84 feet to the Point of Termination;

The sidelines of said 15.00 foot wide easement extend and shorten to intersect with the southwest line of said Lot 3 and all points of intersection

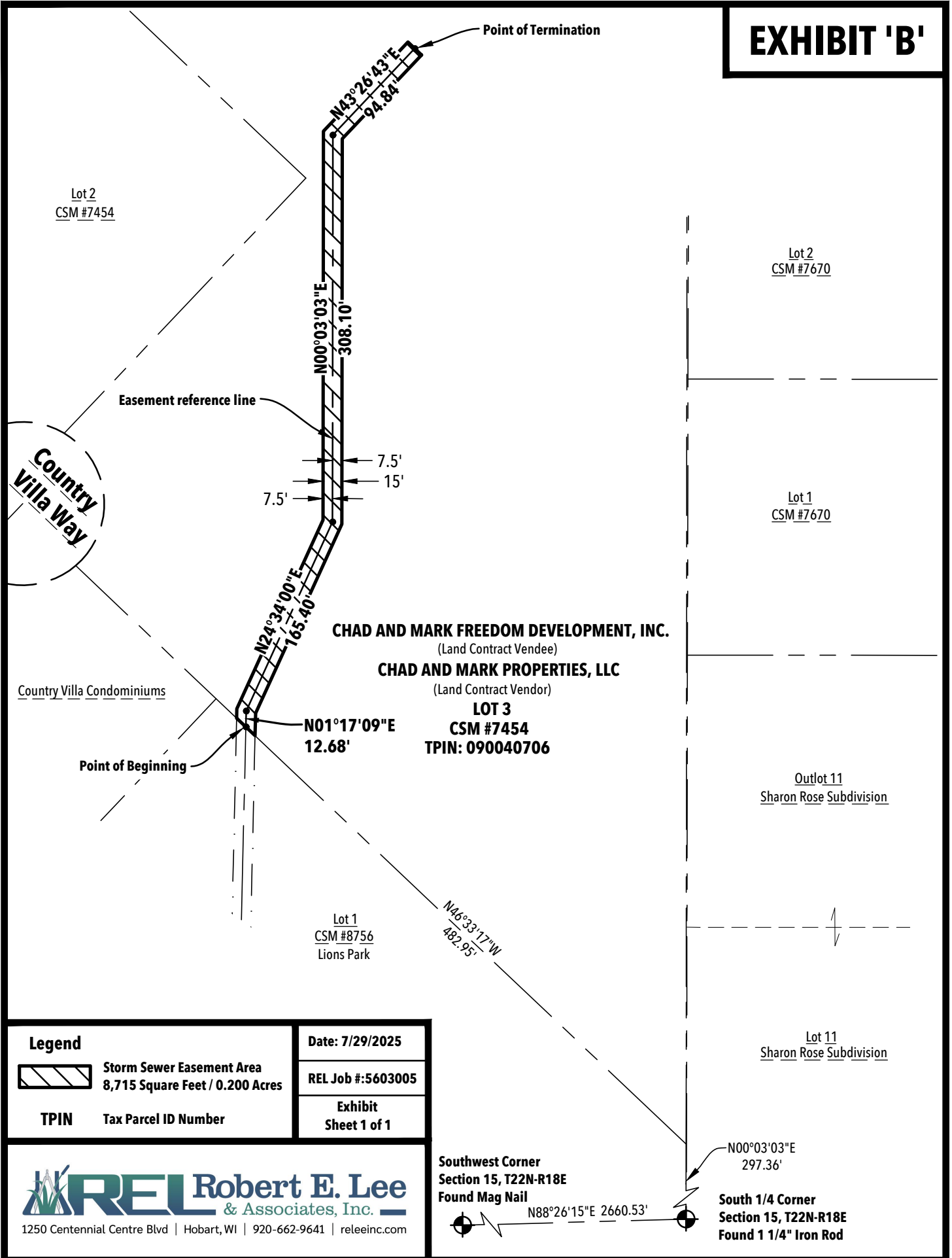
As shown on the attached Exhibit B.

Said described land (storm sewer easement) contains 8,715 sq. ft. or 0.200 acres more or less.

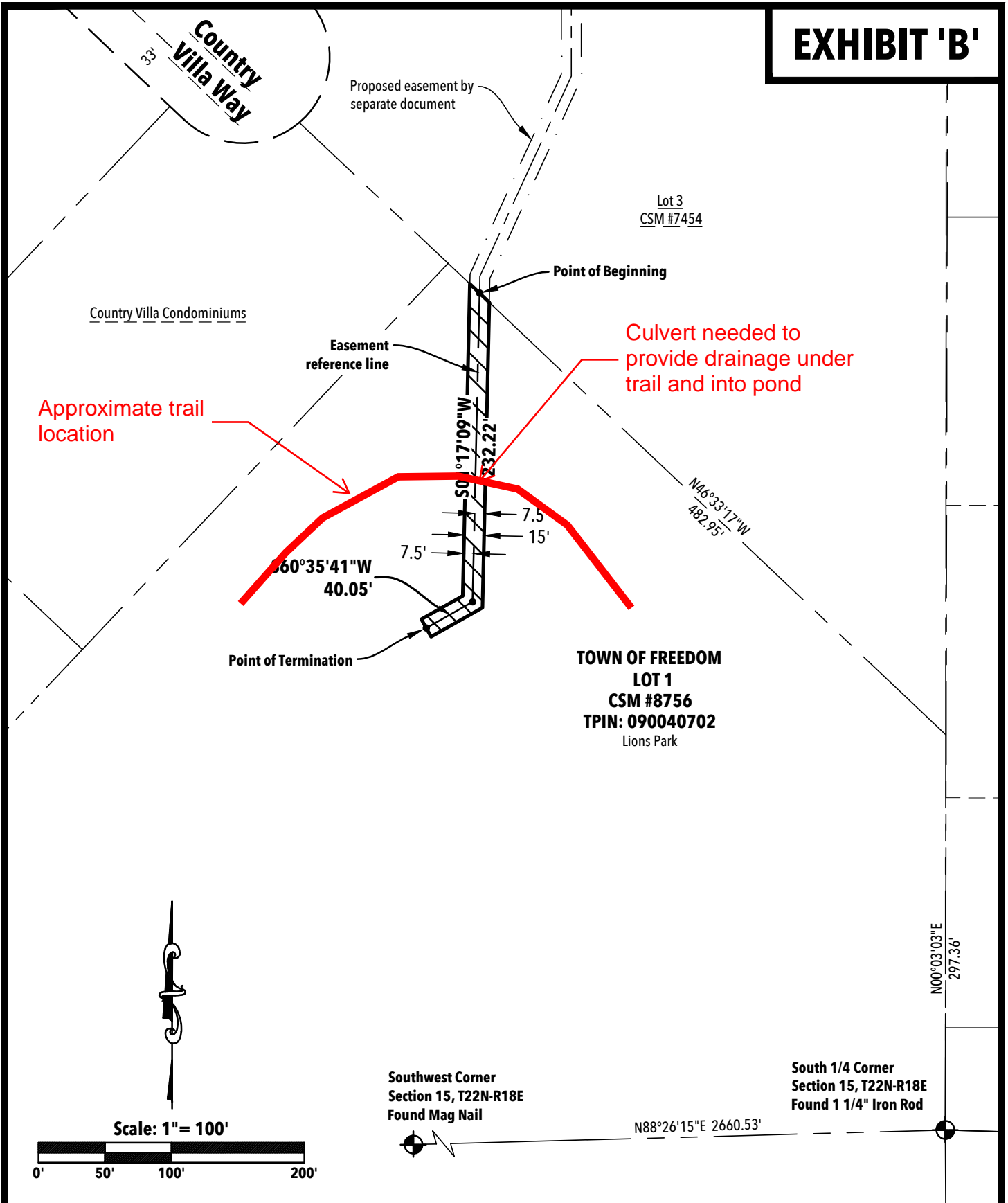
**EXHIBIT B**  
**Survey**



# EXHIBIT 'B'



# EXHIBIT 'B'



Regarding the drainage easement on Chad and Mark Development.

The Document titled "Chad and Mark Storm Easement Exhibit"

- The drainage easement goes thru the center of the lot. This will make it difficult to develop in the future.
- Typically see easements try to be closer to property lines, but this may be following the natural drainage way thru the property, for the time being or until future development.
  - Note: when reviewing the pond sizing in Lions Park, there were some preliminary plans for condos on Lot 3 of CSM #7454 (the parcel where the easement lies)
- The language states that the grantee cannot change elevations or impervious area contributing to this easement.
- Any sort of development on this property would have to account for the drainage coming onto the property and properly handle, possibly reroute
- As of right now, Chad and Mark are giving themselves a drainage easement, however if they were to sell the property the new owner would have to address the easement issue (see bullet point above)

The document titled "Town of Freedom Storm Easement Exhibit"

- I do not see major concerns as this is in the northern portion of the park where there is only a trail.
- Any proposed development is assumed to be near the southern portion of the park, such as shelter, parking lot, splash pad. These areas will not impact the drainage easement and will not drain to the easement.
- A culvert will need to be installed underneath the trail to convey stormwater into the pond, otherwise the trail will get washed out

Most of the impacts will be to Lot #3 of CSM #7454. I do not see major park impacts. I did markup the easement exhibit showing the approximate trail and possible culvert location.

Please let me know if you have any additional questions.

Thanks,

Dan