

**MEETING:                   REGULAR MEETING OF THE PARK & RECREATION COMMISSION**

**DATE & TIME:           Wednesday, May 21, 2025 at 5:30 PM**

**LOCATION:                   Germantown Village Hall Board Room  
N112 W17001 Mequon Road**

**NOTICE:** Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to [comments@germantownwi.gov](mailto:comments@germantownwi.gov) by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration.

### **AGENDA**

- I.     **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II.    **ROLL CALL:**
- III.   **APPROVAL OF MINUTES:**
  - A.     April 16, 2025 Minutes - (Action Item)
- IV.    **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.) Comments that may be injurious to village personnel or other individuals will not be allowed.*
- V.     **NEW BUSINESS:**
  - A.     Potential Land Exchange Between Blackstone Golf Course and Village of Germantown - Action Item
  - B.     Update on Goldendale Creek Property - (Discussion Only)
- VI.    **SCHOOL BOARD REPORT:**
- VII.   **DIRECTOR'S REPORT/RECREATION REPORT**
  - A.     Directors report ( discussion)
  - B.     Recreation report ( discussion)
- VIII.  **ANNOUNCEMENT OF PUBLIC INTEREST:**
- IX.    **ADJOURNMENT:**

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, please contact the Village Clerk at (262)250-4745 at least 2 days prior to the meeting.

Notice is hereby given that a possible quorum of other boards, committees, and/or commissions may attend this meeting to gather information about an item over which they have decision-making responsibility. This may constitute a meeting of these bodies per State ex rel. Badke v Greendale Village Board, even though these bodies will not take formal action at this meeting.

<b>MEETING:</b>	<b>REGULAR MEETING OF THE PARK &amp; RECREATION COMMISSION</b>
<b>DATE AND TIME:</b>	<b>Wednesday, April 16, 2025 5:30 PM</b>
<b>LOCATION:</b>	<b>Germantown Village Hall Board Room N112 W17001 Mequon Road</b>

**MINUTES**

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*  
 Director Standridge addressed the commission regarding Chairperson Depies not being able to attend the meeting in person and only being able to attend via conference call. Chairperson Depies would like someone from the commission to be the pro tem chairperson for this meeting on April 16, 2025  
 The meeting was called to order at 5:31 PM  
**Motion: To elect Commissioner Eby to be the Pro tem for this meeting**  
**Motioned By:** Tracy Pawlak  
**Seconded By:** Virginia Smith  
**Yes:** Brian Depies, Don Eby, Virginia Smith, Tracy Pawlak  
**No:** None  
**Abstain:** None  
 Motion [VOTE\_SUMMARY\_2]
- II. **ROLL CALL:**  
**Present:** Committee Member Brian Depies, Committee Member Don Eby, Member Virginia Smith, Committee Member Tracy Pawlak  
**Absent:**  
**Excused:** Committee Member Steve Stapleman
- III. **APPROVAL OF MINUTES:**  
  - A. Park & Rec Minutes 3/18/25  
**Motion:** Approve  
**Motioned By:** Tracy Pawlak  
**Seconded By:** Virginia Smith  
**Yes:** Brian Depies, Don Eby, Virginia Smith, Tracy Pawlak  
**No:** None  
**Abstain:** None  
 Motion Passed [VOTE\_SUMMARY\_2]
- IV. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*

Residents that spoke are the following:  
Jan Miller at Windsong Circle West

**V. UNFINISHED BUSINESS:**

Director Standridge removed letter A under New Business from the agenda. At-Large Commissioner Monica Stiebs has not been officially appointed to the commission.

A. Update on the 4th of July (Discussion Only)

The Park & Rec Department will do the parade at 9AM. The parade will start at Walgreens and finish at Fireman's Park. There will be no activities between the parade and fireworks. Director Standridge asked if anyone from the commission would be willing to help during the parade. We are looking for at least ten volunteers. Please reach out if you are willing to help out. We will be using different types of media to get the word out regarding parade vendors and will be using the same pricing as last year. All money made will go back into the recreations donation account.

The VFW showed interest in selling food at that time.

Wolverine Fireworks Company will provide a 30-minute firework show at 9PM.

Village Administrator Kreklow has been in discussion with a few different organizations about possibly taking over the parade in the future.

**VI. NEW BUSINESS:**

A. Introduction of the new At - Large Commissioner - Monica Stiebs

Director Standridge removed letter A under New Business from the agenda. At-Large Commissioner Monica Stiebs has not been officially appointed to the commission.

This is for discussion only

B. Capital improvements for Fireman's Park outdoor shelter demo and Fire Station #1 facility study and drain grates

Director Standridge recapped the Fireman's Park outdoor shelter demo, Fire Station #1 facility study and the drain gates.

The drain gates are in the process of being replaced.

With the \$50,000 that he will have left, he would like to hire a professional consultant firm that just deals with parks, shelters and strictly in parks and recreation work. To remodel the Fire Station and turn it into more like a community center while still keeping the heritage of the building and also having it look like a community center.

This facility runs programs out of that facility year-round and is well-used. This facility generates around \$165,000 a year and, over time, the Village would be able to recoup any remodeling costs in a few years from the programs that we run out of it.

This project would be a 5 - 10 year plan and will be completed in phases.

To remove the Fireman's Park outdoor shelter and concrete foundation, he received a quote for \$9,144.00 from HM Grant LLC, because we would not tear down that shelter until fall. The revenue that the Fireman's Outdoor shelter would bring in would be approximately \$6,000.00.

Discussion followed

Commissioner Depies - had concerns about removing the concrete due to the expense of replacing it. The concrete was talked about being removed due to the fact that it does flood in heavy rain. Director Standridge spoke about utilizing the concrete and placing a tent that we could rent for the summer months. Repairing the concrete and doing a full replacement costs the same. Commissioner Depies has concerns that if the shelter is torn down, will it ever be replaced if a capital improvement project is not

put into place? Is this something that we could put in the budget for next year and have a plan in place before the shelter is removed? He would also like to find out from the consulting firm that we use what a new shelter would cost in the simplest terms, so we know what that cost would be.

Commissioner Eby is concerned that if that shelter is torn down, will it be replaced again and could a similar structure go into a different park to replace this shelter? Director Standridge is concerned about not doing anything after this year. In the current condition that the shelter is in, he is concerned about liability. He feels that money would be better spent on remodeling the Fireman's Station than making repairs to a shelter that is less utilized.

Commissioner Pawlak - He agrees with Director Standridge and if the shelter is a liability we need to take care of it, squeeze out another year, go to the Board and tell them we will keep the concrete for another year and place a tent during the transition, and then year 2 put something in place.

**Motion:** To send with a positive recommendation to the Village Board the Capital Improvements for Fireman's Park, Outdoor Shelter Demo and Fire Station No 1 Facility Study and Drainage Improvement.

**Motioned By:** Tracy Pawlak

**Seconded By:** Brian Depies

**Yes:** Brian Depies, Don Eby, Virginia Smith, Tracy Pawlak

**No:** None

**Abstain:** None

Motion Passed [VOTE\_SUMMARY\_2]

C. Arbor Day - April 25, 2025

Director Standridge spoke about Arbor Day that will be taking place on Friday, April 25, at Spassland Park at 4:00 PM. The guests that will be attending are Village President Soderberg, County Line School Kids Klub, Weiland Nursery, who will be donating the tree, and DNR. He invited the Commission to attend the celebration. This is for information only.

**VII. SCHOOL BOARD REPORT:**

Commissioner Pawlak gave his report regarding the school board.

They are still waiting for the enrollment study and should arrive in the next few weeks. They continue to work through, as well as other board members, the building and grounds study.

This is for information only

**VIII. DIRECTOR'S REPORT:**

A. April 16, 2025 report

Director Standridge gave his directors' report.

Gates for Kinderberg Park. There are 5 entryways into the park. 3 gates will be installed to deter cars from entering the park. We have not seen any issues with the other 2 entryways. There is still money in this budget in the event that once the gates are installed, and gates need to be installed at the 2 other locations as well. The gates will be installed so that the mowers will have access. The gates are also ADA-compliant. The cost of the gates was \$6,600.00. TLC will be coming in and creating natural barriers and trees for additional support to keep unwanted cars out of the park. There will be a key available for a renter if they have a need to get closer to the facility

when they are renting. That key will be made available at the Police Department. At Alt Bauer Park, additional dog signs were added to the park. There have been issues with dogs not being on a leash. There have been dog fights and people have been bitten.

Pickleball courts in Alt Bauer Park. There have been problems with the resurfacing of these courts. Pro Track has been made aware of this and will be coming in to do the repairs. There is a 2-year guarantee on the work that was provided.

In Kinderberg Park, the dugout will be started, and some of the backstop will be replaced.

Farmers Market - will start on May 3 and will continue every Saturday until the last Saturday in October. We have added someone that will be singing and playing the guitar once a month for a couple of hours for a minimal fee.

Friedenfield Park sign that was damaged by vandalism last February has been repaired. Insurance covered the sign repair of over \$5,000.00 and DPW will help with the post repair that was not covered by insurance. That cost will be around \$900.00. This was for information only.

B. Total Lawn Care LLC & Northway Fence

Director Standridge gave information about our turf management plan. He sent out 3 bids and Total Lawn Care (TLC) came back with a 2-year contract. They will take care of all of our parks and football fields for us at the cost of \$33,635.00 per year. They had a small increase of only \$2,000.00 from the previous year. TLC had not asked for an increase in 2 - 3 years. Our public works department used to take care of this and found that the equipment that they needed would be more expensive than just hiring out a company to take care of this.

Northway Fence has started the manufacturing of our fence project. He asked that everything be in place by June 1 before the traffic and other festivities begin in the park.

Baseball/field improvements. He was given a \$43,000.00 budget to do fence reconstruction and field improvements. The following will be done:

In Freistadt, Fireman's and Kinderberg Park. We will replace fence lines where needed and do field improvements at Freistadt, and Kinderberg Park.

This was for information only

C. April Recreation Report

Director Standridge gave a recap of the recreation report that was in the packet.

The Easter Egg hunt was on April 5 and was a huge success.

Family Glow Walk will take place on May 2. This is a free event.

This is for information only.

IX. **ANNOUNCEMENT OF PUBLIC INTEREST:** *The next regularly scheduled Park & Recreation Commission meeting will be May 21, 2025, at 5:30 PM.*

X. **ADJOURNMENT:**

**Motion: To adjourn the meeting at 6:338 PM**

**Motioned By:** Commissioner Eby

**Seconded By:** Commission Depies

**Yes:** None

**No:** None

**Abstain:** None

**Motion [VOTE\_SUMMARY\_2]**

## **BUSINESS OF THE PARK & RECREATION COMMISSION**

MEETING DATE: May 21, 2025

PLACEMENT: Action Item

ITEM TITLE: Potential Land Exchange Between Blackstone Golf Course and Village of Germantown - Action Item

SUBMITTED BY: Steve Kreklow, Administrator

### SUMMARY EXPLANATION:

At the March 19th meeting, the Parks & Recreation Commission discussed the potential exchange of land between Blackstone Golf Course and the Village. A copy of the information discussed is included in this packet. No action was taken at the March 19th meeting. The Village President has requested that the Parks & Recreation Commission revisit this item and make a recommendation to the Village Board on whether the Village should enter into negotiations for a land exchange. If the Commission recommends entering into negotiations, additional recommendations on the priorities for negotiations would be helpful.

In addition to the actual exchange of land, there are several items the Commission may want to consider for prioritization:

- Public access to the Menomonee River
- Plan for replacement of any Parks & Rec facilities lost in exchange
- Development of a new Master Plan for an expanded HauptStrasse Park

Questions related to the nature of the development that would take place following the potential land exchange are not before the Commission and should not be part of the recommendation.

### ATTACHMENT:

1. Park\_Rec Commission Blackstone Memo 250319

### STAFF RECOMMENDATION:

A motion recommending that the Village Board enter into negotiations for the land exchange would be appropriate. A positive vote would indicate support for entering into negotiations. A negative vote would indicate opposition to entering into negotiations.

### ACTION BY Committee:

## **BUSINESS OF THE PARK & RECREATION COMMISSION**

MEETING DATE: February 19, 2025

PLACEMENT: Presentation

ITEM TITLE: Discussion of Proposal for Land Exchange Between the Village and the Heimat Group (Blackstone Golf Course)

SUBMITTED BY: Steve Kreklow, Administrator

### SUMMARY EXPLANATION:

In January of this year, the Heimat Group submitted a proposal to the Village to consider the exchange of property owned by the Village and property owned by Heimat for the purpose facilitating a residential development by Heimat and expanding Hauptstrasse Park. Staff presented the proposal to the Village Board on January 20th and requested feedback on how to proceed. The Board directed staff to gather additional information regarding the proposal including feedback from the Parks & Rec Commission and additional analysis on the usability of land that would transfer to the Village, potential Park related uses of the property and priorities for the public, should the Board decide to proceed with negotiations.

I have attached four documents for the Commission's review and discussion: the proposal submitted by the Heimat Group, a map showing the 100-year floodplain for the area, a conceptual drawing of potential park uses completed by Graef several years ago when a similar proposal was considered and a more recent drawing of potential uses prepared for the Village pro bono by Trustee Baum.

I am not requesting any action from the Parks & Rec Commission at this time. I would simply like to get your feedback on the proposal so I can pass on any questions or concerns, or opportunities you see with this proposal. If the proposal does progress, it would come back to the Parks & Rec Commission as an action item before the Board would vote on it.

### ATTACHMENT:

1. Heimat Germantown\_CL Exchange Agreement 250114
2. Flood Plain Map 2025
3. Graef Concept Map 2019
4. Baum Park Concept 250117

### STAFF RECOMMENDATION:

No action is necessary at this time.

### ACTION BY Committee:

# HEIMAT

January 10, 2025

Village of Germantown  
c/o Dean Wolter, Steve Kreklow and Jeff Retzlaff  
N112 W17001 Mequon Road  
Germantown, WI 53022

RE: Proposed Exchange Agreement

Dear Messrs. Wolter, Kreklow and Retzlaff,

On behalf of Blackstone Creek LLC, a development affiliate of The Heimat Group Inc., we are presenting the attached Exchange Agreement to the Village of Germantown for consideration. It is our intent to work with the Village to exchange various parcels of land in and around the existing Blackstone Creek Golf Course to assemble, plan and develop a mixed-use community generally consistent with the vision for the Village Center District as adopted in the Village of Germantown 2050 Comprehensive Plan.

With the closure and relocation of the Village Recycling Center at the end of 2024, there is an opportunity to incorporate some of that land into adjacent development parcels along Main Street, fostering an activity center at the West end of Main Street and enabling public access to the Menomonee River. The proposed Exchange Agreement, if properly executed, would enable the assemblage of potential development parcels while providing an opportunity for the Village to expand and re-imagine Haupt Strasse Park taking advantage of river access and bringing much needed population to the Village Center District via Main Street to support revitalization efforts.

Once the development parcels are assembled, we would collaborate with Village Planning staff to further our intended conceptual design while incorporating the Village Center District design intent for Main Street, expansion of Haupt Strasse Park and activation of the Menomonee River and much of Blackstone Creek as open space and public park land. Our preliminary conceptual planning calls for a mixed-use, mixed housing development with approximately 350 to 425 residential units that would unfold in several phases over a number of years. The land at the intersection of Mequon Road and Division Road is intended to be a mix of commercial and residential uses, focusing commercial uses along Mequon Road and transitioning to residential uses as the site moves to the North. The residential housing uses will generally consist of a mix of market rate rental residences in varying types including two-story garden style units, row-style townhome units and traditional multi-story apartment buildings. The housing will be high quality, market rate units of varying sizes, styles and price points in order to attract and satisfy a range of housing demand that continues to exist within the Village. The newly planned community will offer residents onsite amenities but will also leverage the proximity of the intended public park and Village Center amenities. Site design will incorporate connectivity with planned Village bike/walking paths in and about the expanded Haupt Strasse Park and proximal infrastructure.

It is still very early in our planning efforts but in order to advance those efforts, it is important that we explore and determine the Village's interest in pursuing this Exchange Agreement to assemble the development parcels. This is the first step in a long planning and review process and we look forward to your thoughts on moving this forward. Please review the attached and let us know if you have further questions. Thank you in advance for your consideration of this request.

Sincerely,

BLACKSTONE CREEK LLC.  
By THE HEIMAT GROUP INC.

Handwritten signature of Jim Sedgwick in black ink, appearing as a stylized 'JS' followed by a flourish.

Jim Sedgwick  
Principal

Handwritten signature of Joseph F. Lak II in black ink, appearing as 'JFL' followed by a flourish.

Joseph F. Lak II  
Principal

## EXCHANGE AGREEMENT

This Exchange Agreement (the “Agreement”) is entered into by and between Blackstone Creek, LLC, a Wisconsin limited liability company (“Blackstone”) and the Village of Germantown, Wisconsin (the “Village”) as of the Effective Date.

### RECITALS:

A. Blackstone is the fee simple owner of that certain real property, and any and all rights and interests appurtenant thereto, identified as parcel number 211979 situated in the Village of Germantown, Washington County, Wisconsin, and consisting of approximately 153.94 acres, more or less, of land (the “Existing Blackstone Property”), as the same is generally depicted on the attached and incorporated Exhibit A.

B. An up to 20 acre portion of the Existing Blackstone Property, as generally depicted on the attached and incorporated Exhibit A and as further described in the ROFO Agreement (the “PHW ROFO Property”), is subject to that ROFO Waiver Agreement dated August 8, 2022, as subsequently amended (the “PHW ROFO Agreement”), by and between Blackstone (as successor in interest to The Heimat Group, a Wisconsin limited liability company) and PHW Germantown, Inc., a Wisconsin nonstock corporation (“PHW”), which grants certain rights to PHW to purchase the PHW ROFO Property for purposes of facilitating PHW seeking approval for an increased number of age restricted housing units on its property in compliance with density requirements under applicable zoning ordinances.

C. The Village is the fee simple owner of that certain real property, and any and all rights and interests appurtenant thereto, identified as parcel number 211999 (consisting of approximately 10.5 acres, more or less, of land) and parcel number 222983 (consisting of a total of approximately 12.7 acres, more or less, of land) situated in the Village of Germantown, Washington County, Wisconsin (the “Existing Village Property”), as the same is generally depicted on the attached and incorporated Exhibit A. Together, the Existing Blackstone Property and the Existing Village Property may be referred to herein as the “Existing Properties”.

D. Blackstone and the Village have agreed to exchange portions of the Existing Properties, and the Village has agreed to pay the difference in value between the portions of the Existing Properties being exchanged, all upon the terms and conditions set forth herein.

E. Blackstone intends to develop the Blackstone Property (defined below) after completion of the Exchange (as defined below) into a mixed use, mixed housing commercial/residential community generally consistent with the Village Center District guidelines as adopted in the Village of Germantown 2050 Comprehensive Plan as further described herein.

**NOW THEREFORE**, in consideration of the promises and the mutual benefits derived under this Agreement, the parties hereby agree as set forth below.

1. Recitals. The recitals set forth above are true and correct and incorporated herein.
2. Exchange. At Closing (defined below), Blackstone shall convey fee simple title to

the Village of that certain portion of the Existing Blackstone Property that is generally depicted as the “Blackstone Exchange Parcel” on the attached and incorporated Exhibit B, including, only to the extent applicable as provided herein, the PHW ROFO Property subject to the PHW ROFO Agreement (the “**Blackstone Exchange Parcel**”), pursuant to the terms and conditions set forth herein. In direct exchange for its receipt of the Blackstone Exchange Parcel, the Village shall convey fee simple title to Blackstone at Closing of that certain portion of the Existing Village Property that is generally depicted as the “Village Exchange Parcel” on the attached and incorporated Exhibit B (the “**Village Exchange Parcel**”) (together, the Blackstone Exchange Parcel and the Village Exchange Parcel may be referred to herein as the “**Exchange Parcels**”), pursuant to the terms and conditions set forth herein (the exchange of the Blackstone Exchange Parcel for the Village Exchange Parcel may be referred to herein as the “**Exchange**”). The final acreage, configuration and boundaries of the Village Exchange Parcel and Blackstone Exchange Parcel shall be determined as described in Section 5 below. The parties acknowledge and agree that the Exchange Parcels will not be equal in size or similar in general configuration and are not equal in value. The value of the Exchange Parcels shall be determined as outlined in Section 3 below. At Closing, the Village shall pay Blackstone the difference between the appraised value of the Village Exchange Parcel and the Blackstone Exchange Parcel in immediately available funds (the “**Purchase Price**”). The parties acknowledge and agree that as a result of the consummation of the transactions described in this Agreement: (i) Blackstone will be the fee simple owner of the property generally depicted as the “Blackstone Property” on the attached and incorporated Exhibit C (the “**Blackstone Property**”); and (ii) the Village will be the fee simple owner of the property generally depicted as the “Village Property” on the attached and incorporated Exhibit C (the “**Village Property**”). The Village acknowledges and agrees that to the extent PHW has not purchased the PHW ROFO Property at or prior to the Closing Date, the Blackstone Exchange Parcel shall include the PHW ROFO Property, and the Village shall take title to that portion of the Blackstone Exchange Parcel subject to the PHW ROFO Agreement and PHW’s rights thereunder. To the extent that PHW purchases less than all of the PHW ROFO Property prior to the Closing Date, the Blackstone Exchange Parcel shall include the remainder of the PHW ROFO Property not purchased by PHW.

3. Appraisal. The fair market value of the Exchange Parcels in their current “as-is” condition shall be determined by an MAI appraisal performed by an appraiser mutually agreed upon in writing by Blackstone and the Village within [30] days after the Effective Date, which appraisal shall be prepared and delivered to the parties within [90] days after the Effective Date (“**First Appraisal**”). If either party reasonably objects to the value of the Exchange Parcels as determined by the First Appraisal, the objecting party shall have the right to select a second appraiser to prepare and deliver a second appraisal (“**Second Appraisal**”) at the objecting party’s cost, by giving written notice to the non-objecting party within ten (10) days of the party’s receipt of the First Appraisal. If the value of the Exchange Parcels as determined by the Second Appraisal is within ten percent (10%) of the value of the First Appraisal, then fair market value of the Exchange Parcels shall be the average of the First Appraisal and Second Appraisal. If the Second Appraisal is not within ten percent (10%) of the value of the First Appraisal, the first appraiser and second appraiser shall select a third appraiser to prepare and deliver a third appraisal (“**Third Appraisal**”) and the fair market value of the Exchange Parcels shall be the average of the two closest Appraisals. The cost of the First Appraisal and Third Appraisal shall be shared equally by the parties.

4. Contingencies.

A. Blackstone's Contingencies. Blackstone's obligation to proceed with the Exchange is conditioned upon satisfaction or waiver of each of "Blackstone's Contingencies" set forth below in this Section 4.A. Blackstone shall have the right to terminate this Agreement for any reason, or for no reason at all, as determined in Blackstone's sole and absolute discretion, exercised by written notice given to the Village on, or prior to, one hundred eighty (180) days after the Effective Date ("Blackstone's Due Diligence Period"). Blackstone shall have two (2) options, in Blackstone's sole and absolute discretion, to extend the Blackstone's Due Diligence Period for an additional sixty (60) days each (each an "Extension Period") by providing written notice to the Village on or prior to the expiration of the Blackstone's Due Diligence Period or the first Extension Period, as applicable. If Blackstone fails to give the Village notice terminating this Agreement prior to the expiration of Blackstone's Due Diligence Period, as may be extended, Blackstone shall be deemed to have satisfied Blackstone's Contingencies.

- i. Document Inspection. Blackstone may review all documents and items related to the Village Exchange Parcel and confirm they are acceptable to Blackstone in all respects and that it is feasible and financially viable to develop and operate the Village Exchange Parcel for Blackstone's intended use. Within ten (10) business days after the Effective Date, Village shall deliver to Blackstone all documents, reports, and materials related to the Village Exchange Parcel in Village's possession or reasonably obtainable by Village.
- ii. Environmental Review. Blackstone shall have the right, at its sole cost and expense, to review the environmental condition of the Village Exchange Parcel and to engage consultants of Blackstone's choice to prepare a Phase I Environmental Site Assessment, and any other environmental review, inspection, or testing of the Village Exchange Parcel which Blackstone may deem necessary or appropriate, confirming all improvements on the Village Exchange Parcel and the soils, groundwater and surface waters on, in or under the Village Exchange Parcel do not contain hazardous substances. Village shall provide to Blackstone commercially reasonable access to the Existing Village Property for the purposes of this Environmental Review contingency.
- iii. Physical Inspection. Blackstone may obtain, at its sole cost and expense, one or more physical inspections or tests of the Village Exchange Parcel by a qualified consultant of Blackstone's choice which concludes the Village Exchange Parcel is suitable in all respects for Blackstone's intended use of the Village Exchange Parcel. Village shall provide to Blackstone commercially reasonable access to the Existing Village Property for the purposes of this Physical Inspection contingency.
- iv. Condition of Title.

1. Within fifteen (15) days after the Effective Date, Blackstone shall

obtain, at Village's expense, a title commitment issued by the offices of First American Title Insurance Company NCS downtown Milwaukee, WI (the "**Title Company**") committing to provide an ALTA owner's policy of title insurance, together with copies of all documents listed as exceptions to title (collectively, "**Title Commitment**"), showing good and marketable fee simple title vested in the Village, free and clear of all easements, security interests, title defects, mortgages, pledges, leases, rights of way, liens or other encumbrances of any nature (collectively, "**Encumbrances**") except mortgages and related Encumbrances which the Village shall satisfy and cause to be released at or before Closing, and real property taxes and special assessments being prorated or paid at Closing under this Agreement.

2. Prior to the expiration of the Blackstone's Due Diligence Period, as may be extended, Blackstone shall give Village written notice objecting to any condition shown on the Title Commitment ("**Blackstone's Title Notice**"). In the event Village is unable or unwilling to cure any or all of the objections contained within Blackstone's Title Notice, or cause Title Company to insure over at Closing, Village shall so notify Blackstone in writing within five (5) days of receipt of Blackstone's Title Notice ("**Village's Title Response**"). Blackstone may terminate this Agreement by delivering written notice thereof to Village not later than five (5) days after receipt of Village's Title Response ("**Blackstone's Title Approval Date**"). If Blackstone does not terminate this Agreement, due to a title issue, then this contingency shall be satisfied, but if Village does not cause any of Blackstone's title objections to be removed or otherwise cured to Blackstone's satisfaction by the Closing Date in accordance with Village's Title Response, Blackstone may either (A) terminate this Agreement, or (B) waive the objection and close on the Exchange.
3. Any exceptions to the Title Commitment not objected to, approved, or waived by Blackstone pursuant to this Section shall be deemed "Permitted Exceptions" provided, however, the following shall not be included in Permitted Exceptions (and Blackstone shall not be required to object to any of the following): (A) mortgages and related Encumbrances, which Village shall satisfy and cause to be released at or before Closing, (B) real property taxes and special assessments which are required to be prorated or paid at Closing under this Agreement, (C) standard exceptions which can be removed by one or more affidavits of Village to the Title Company, which Village shall be required to provide at Closing, and (D) standard exceptions that are not matters of record title.

- v. Zoning, Governmental Approvals, Permits and Licensing. Blackstone's ability to confirm that Blackstone's intended use of the Blackstone Property does not conflict with or violate any applicable zoning ordinances, laws, regulations, or private restrictions which the Blackstone Property is, or may become, subject to, and Blackstone's ability to obtain all governmental reviews, permits and approvals (collectively, the "Governmental Approvals") necessary for Blackstone's development and intended use of the Blackstone Property, including, but not limited to, general development plan approval, development agreement (including tax incremental financing) approval, and land division/reconfiguration approval. Village agrees to cooperate with Blackstone in obtaining Government Approvals including, without limitation: (i) joining in and/or signing any documents, instruments, applications or petitions required of the owner of the Village Exchange Property related to the Governmental Approvals sought by Blackstone, and (ii) upon the request of the Blackstone, appearing at any hearing in person or by agent to support Blackstone's efforts to obtain Governmental Approvals.
- vi. Financing. Blackstone's ability to obtain debt and equity financing in any form or multiple forms, and in an amount(s) and on terms and conditions acceptable to Blackstone, for the redevelopment/conversion, and operation of the Blackstone Property for Blackstone's intended use.
- vii. Blackstone's Intended Use. Blackstone's determination that Blackstone's plan to develop the Blackstone Property for Blackstone's intended use is financially feasible, and that such development will comply with all applicable codes, laws, rules and regulations, in a manner that is financially feasible.

B. Village Contingencies. The Village's obligation to proceed with the Exchange is conditioned upon satisfaction or waiver of each of "Village's Contingencies" set forth below in this Section 4.B. The Village shall have the right to terminate this Agreement for any reason, or for no reason at all, or if any of Village's Contingencies are unsatisfactory, determined in Village's sole and absolute discretion, exercised by written notice given to Blackstone on, or prior to, ninety (90) days after the Effective Date ("Village's Due Diligence Period"). If the Village fails to give Blackstone notice terminating this Agreement pursuant to any of Village's Contingencies prior to expiration of Village's Due Diligence Period, the Village shall be deemed to have satisfied Village's Contingencies.

- i. Document Inspection. The Village may review all documents and items related to the Blackstone Exchange Parcel and confirm they are acceptable to the Village in all respects, and that it is feasible and financially viable to operate the Blackstone Exchange Parcel for the Village's intended use. Within ten (10) business days after the Effective Date, Blackstone shall deliver to the Village all documents, reports, and materials related to the Blackstone Exchange Parcel in Blackstone's possession or reasonably obtainable by Blackstone.
- ii. Environmental Review. The Village shall have the right, at its sole cost and

expense, to review the environmental condition of the Blackstone Exchange Parcel and to engage consultants of the Village's choice to prepare a Phase I Environmental Site Assessment, and any other environmental review, inspection, or testing of the Blackstone Exchange Parcel which the Village may deem necessary or appropriate, confirming all improvements on the Blackstone Exchange Parcel and the soils, groundwater and surface waters on, in or under the Blackstone Exchange Parcel do not contain hazardous substances.

iii. Physical Inspection. The Village may obtain, at its sole cost and expense, one or more physical inspections of the Blackstone Exchange Parcel by a qualified consultant of the Village's choice which concludes the Blackstone Exchange Parcel is suitable in all respects for the Village's intended use of the Blackstone Exchange Parcel. Access to the Blackstone Exchange Parcel by the Village or any Village agent for purposes of the Village's Contingencies under this Section 4.B. shall require and be subject to commercially reasonable advance notice to, and reasonable coordination with, Blackstone and the current golf course tenant occupying the Blackstone Exchange Parcel.

iv. Condition of Title.

1. Within fifteen (15) days after the Effective Date, the Village shall obtain, at Blackstone's expense, a title commitment issued by the Title Company committing to provide an ALTA owner's policy of title insurance, together with copies of all documents listed as exceptions to title (collectively, "Title Commitment"), showing good and marketable fee simple title vested in Blackstone, free and clear of all easements, security interests, title defects, mortgages, pledges, leases, rights of way, liens or other encumbrances of any nature (collectively, "Encumbrances") except mortgages and related Encumbrances which Blackstone shall satisfy and cause to be released at or before Closing, the PHW ROFO Agreement, and real property taxes and special assessments being prorated or paid at Closing under this Agreement.
2. Prior to the expiration of the Village's Due Diligence Period, the Village shall give Blackstone written notice objecting to any condition shown on the Title Commitment ("Village's Title Notice"). In the event Blackstone is unable or unwilling to cure any or all of the objections contained within Village's Title Notice, or cause Title Company to insure over at Closing, Blackstone shall so notify the Village in writing within five (5) days of receipt of Village's Title Notice ("Blackstone's Title Response"). The Village may terminate this Agreement by delivering written notice thereof to Blackstone not later than five (5) days after receipt of Blackstone's Title Response ("Village's Title Approval Date"). If the Village does not terminate this Agreement, then this contingency

shall be satisfied, but if Blackstone does not cause any of the Village's title objections to be removed or otherwise cured to the Village's satisfaction by the Closing Date in accordance with Blackstone's Title Response, the Village may either (A) terminate this Agreement, or (B) waive the objection and close on the Exchange.

3. Any exceptions to the Title Commitment not objected to, approved, or waived by the Village pursuant to this Section shall be deemed "Permitted Exceptions" provided, however, the following shall not be included in Permitted Exceptions (and the Village shall not be required to object to any of the following): (A) mortgages and related Encumbrances, which Blackstone shall satisfy and cause to be released at or before Closing, (B) real property taxes and special assessments which are required to be prorated or paid at Closing under this Agreement, (C) standard exceptions which can be removed by one or more affidavits of Blackstone to the Title Company, which Blackstone shall be required to provide at Closing, and (D) standard exceptions that are not matters of record title.

5. Land Division/Reconfiguration. The parties acknowledge and agree that to complete the Exchange, the parties must complete one or more land divisions/reconfigurations of the Existing Properties in accordance with all applicable laws, rules, and regulations (the "Land Division"). Within [30] days after the Effective Date, Blackstone shall engage a Wisconsin licensed land surveyor/engineer to prepare a certified survey map, subdivision plat, lot line adjustment or other legally acceptable land division/reconfiguration instrument (the "Land Division Instrument") which divides/reconfigures the Existing Property in substantially the same configuration as depicted in the attached and incorporated Exhibit C, subject to reasonable modifications consistent with Blackstone's plans to develop the Blackstone Property, in a manner reasonably acceptable to both parties in order to facilitate the Exchange. The Land Division Instrument shall be prepared, agreed upon, and approved by the Village on or before the expiration of Blackstone's Due Diligence Period, as may be extended. The parties shall reasonably cooperate to obtain all necessary approvals required to complete the Land Division, which approval shall be a condition precedent to each party's obligation to proceed to Closing. The parties shall equally share all costs associated with the preparation and approval of the Land Division Instrument.

6. Conditions Precedent. Each party's obligation to proceed to Closing is conditioned upon its respective conditions precedent below being met or satisfied on or before the Closing Date, as determined in such party's reasonable discretion. If any of the following conditions are not met as of the Closing Date, the party which such unmet condition benefits may (i) terminate this Agreement by written notice to the other party and upon such termination neither party shall have any further rights, obligations, or liabilities under this Agreement except for those that expressly survive the termination of this Agreement; or (ii) waive such unmet condition and proceed to Closing.

A. Blackstone Conditions Precedent:

- i. The Land Division being completed and recorded pursuant to the Land Division Instrument at or prior to Closing, as further provided in Section 5 above.
- ii. The parties evaluating and entering into a mutually acceptable public/private partnership agreement for the funding of public infrastructure and other eligible costs utilizing Tax Incremental Financing (“**TIF**”) or other funding sources for the development of the Blackstone Property.
- iii. The parties entering into a mutually acceptable Development Agreement for the development of the Blackstone Property.
- iv. The Village shall not be in breach or default under this Agreement as of the Closing Date.
- v. The Village shall have cured Blackstone’s Title Commitment objections which the Village agreed to cure as provided in Section 4.A.iv.2 above.
- vi. The Village’s representations and warranties in this Agreement shall be true and correct as of the Closing Date.

B. Village Conditions Precedent.

- i. The Land Division being completed and recorded pursuant to the Land Division Instrument at or prior to Closing, as further provided in Section 5 above.
- ii. Blackstone shall not be in breach or default under this Agreement as of the Closing Date.
- iii. Blackstone shall have cured the Village’s Title Commitment objections which Blackstone agreed to cure as provided in Section 4.B.iv.2 above.
- iv. Blackstone’s representations and warranties in this Agreement shall be true and correct as of the Closing Date.

7. Closing.

A. Closing. The closing of the Exchange (the “**Closing**”) shall occur within thirty (30) days following the satisfaction or earlier waiver of the last of (i) the Village’s Contingencies and (ii) Blackstone’s Contingencies (the “**Closing Date**”) at the offices of the Title Company through a standard escrow closing process (whether in person or by mail/fax/email/overnight delivery), unless another date or place is mutually agreed to in writing.

B. Closing Prorations. The parties acknowledge and agree that other than real estate taxes, there are no rents, private or municipal charges, assessments or other outstanding costs or expenses that affect the Existing Properties. Blackstone shall pay any outstanding real estate taxes assessed for the Existing Blackstone Property for the years prior to the year of Closing

and the Village shall pay any outstanding real estate taxes assessed for the Existing Village Property for the years prior to the year of Closing. With regard to the year of Closing real estate taxes, the parties shall prorate the real estate taxes based upon the most recent year's real estate tax bill as of the Closing Date.

C. Blackstone Closing Deliveries. At Closing, Blackstone shall deliver the following to the Title Company:

1. Special Warranty Deed transferring the Blackstone Exchange Parcel to the Village, subject only to the Permitted Exceptions described in Section 4.B.iv.3, as well as completing the Wisconsin Real Estate Transfer Return information with regard thereto (and cooperate with completing the Wisconsin Real Estate Transfer Return information with regard to the Special Warranty Deed to be provided by the Village pursuant to Section 7.D.2 below);
2. Blackstone's counterpart signature to the Land Division Instrument pursuant to Section 5;
3. Blackstone's counterpart signature to the TIF Agreement pursuant to Section 6.A.ii.;
4. Blackstone's counterpart signature to the Development Agreement pursuant to Section 6.A.iii.
5. A non-foreign certificate in accordance with the provisions of Section 1445 of the Internal Revenue Code;
6. An owner's affidavit as to possession and liens, and a GAP indemnity, in the form(s) required by the Title Company;
7. A signed counterpart of the Closing Statement setting forth the Purchase Price as well as any adjustments, prorations and expenses related to the Exchange as described in this Agreement, and as otherwise required to consummate the transactions contemplated herein; and
8. Such other documents as may be reasonably necessary to consummate the transactions contemplated by this Agreement; provided none of said additional documents imposes any cost or obligation upon Blackstone not otherwise specifically imposed upon Blackstone pursuant to the terms of this Agreement.

D. Village Closing Deliveries. At Closing, the Village shall deliver the following to the Title Company:

1. Payment of the Purchase Price (subject to any prorations or adjustments set forth herein) in the form of cash, by certified or cashier's check or by a wire transfer;

2. Special Warranty Deed transferring the Village Exchange Parcel to Blackstone, subject only to the permitted exceptions described in Section 4.A.iv.3, as well as completing the Wisconsin Real Estate Transfer Return information with regard thereto (and cooperate with completing the Wisconsin Real Estate Transfer Return information with regard to the Special Warranty Deed to be provided by Blackstone pursuant to Section 7.C.2 above);

3. The Village's counterpart signature to the TIF Agreement pursuant to Section 6.A.ii.;

4. The Village's counterpart signature to the Development Agreement pursuant to Section 6.A.iii.

5. The Village's counterpart signature to the Land Division Instrument pursuant to Section 5;

6. A non-foreign certificate in accordance with the provisions of Section 1445 of the Internal Revenue Code;

7. An owner's affidavit as to possession and liens, and a GAP indemnity, in the form(s) required by the Title Company;

8. A signed counterpart of the Closing Statement setting forth the Purchase Price as well as any adjustments, prorations and expenses related to the Exchange as described in this Agreement, and as otherwise required to consummate the transactions contemplated herein; and

9. Such other documents as may be reasonably necessary to consummate the transactions contemplated by this Agreement; provided none of said additional documents imposes any cost or obligation upon the Village not otherwise specifically imposed upon the Village pursuant to the terms of this Agreement.

E. Closing Costs and Expenses. In addition to any other costs and expenses described elsewhere in this Agreement, each party shall bear its own legal expenses related to this transaction; each party shall pay conveyance and transfer taxes, recording fees, and the premium for an owner's policy of title insurance for the property it is conveying to the other party; and each party shall pay one-half of any escrow fee charged by the Title Company.

8. Leases; Possession; Additional Covenants.

A. Leases. Each party represents and warrants to the other that there are no leasehold interests that affect its respective property, except for the Lease between Blackstone and Blackstone Creek Golf Club, Ltd. ("***Current Blackstone Tenant***") dated September 26, 2022, on the Existing Blackstone Parcel. Notwithstanding the current lease between Blackstone and Current Blackstone Tenant, or any extensions thereof, neither party shall enter into any new leases affecting its respective property prior to the Closing Date unless the other party first consents to same in writing.

B. Possession. Blackstone shall deliver possession of Blackstone Exchange Parcel to the Village at Closing free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to the Village or left with the Village's consent, and subject to tenant's rights, if any, and the PHW ROFO Agreement, if applicable. Village shall deliver possession of the Village Exchange Parcel to Blackstone at Closing free of all debris, refuse, and personal property except for personal property sold to Blackstone or left with Blackstone's consent, if any. The Village shall also remove all existing structures and improvements on the Village Exchange Parcel prior to or no later than Closing in a manner reasonably acceptable to Blackstone. Each party shall have the right to perform a walkthrough of the Exchange Parcels within three (3) days of Closing to confirm the condition of the Exchange Parcels is reasonable acceptable to each party.

C. Additional Covenants Prior to Closing. Following the Effective Date and up to and including the date of Closing, neither party shall, without first obtaining the other parties written consent: (i) permit any additional liens or encumbrances to be recorded against its respective property that is subject to this transaction, or (ii) initiate or consent to the change in any zoning and/or any other governmental law, permit, license, ordinance or regulation applicable to the use, occupation or operation of its respective property that is subject to this transaction, unless otherwise expressly provided herein.

9. Representations and Warranties. In order to induce the parties to submit to this Agreement, each party hereby makes the following representations and warranties to the other party, each of which shall be deemed to be independently material and relied upon by the party to which the same is made, regardless of any investigation made by, or information known to, such party, and upon which such party has relied and without which such party would not have submitted to this Agreement. Each party covenants and agrees that each of the representations are true and correct on the Effective Date and, as a condition precedent to each party's obligation to close, each party shall affirm that each of these representations continue to be true and correct on the Closing Date, and that such representations and warranties shall survive Closing.

A. The Exchange to be consummated pursuant to this Agreement is not in violation of any provision of any agreement to which either party is bound. Each party has complete power and authority to enter into and perform the transactions contemplated by this Agreement according to its terms, and the execution and delivery of this Agreement and the consummation thereof have been duly authorized by all required action. The person or those persons signing below on behalf of each party warrant that they have the authority to act as the agent or agents of the respective party in the Exchange transaction to be consummated pursuant to this Agreement.

B. There are no legal actions, condemnation proceedings, suits or other legal or administrative proceedings pending, or to the respective knowledge of each party, threatened, against each party's respective property that is subject to this Agreement, and there are no governmental agency or court orders requiring repairs, alterations or corrections of any existing conditions on each party's respective property.

C. Except for the PHW ROFO Agreement, neither party has entered into any other contracts for the sale of its portion of the Exchange Parcels, nor are there any rights of first

refusal or options to purchase either party's portion of the Exchange Parcel or any other rights of others that might prevent the consummation of this Agreement.

D. Except for the PHW ROFO Agreement, neither party is a party to, and such party's portion of the Exchange Parcels is not subject to, any contracts or agreements of any kind whatsoever that would be binding upon such portion of the Exchange Parcels or the other party after Closing.

E. Neither party has made a commitment to any governmental authority, utility body, property association or other organization, group, entity or individual relating to its portion of the Exchange Parcels that would impose an obligation upon the other party to install or maintain any improvements of a public or private nature on or off such portion of the Exchange Parcels, or that would limit or adversely affect the permitted uses of such portion of the Exchange Parcels.

F. Other than those warranties and representations specifically set forth in this Agreement, and in the special warranty deeds conveying title to the respective properties, the parties make no other representations or warranties as to the respective properties. Notwithstanding anything contained in this Agreement to the contrary, the consummation of the Exchange at the Closing shall constitute conclusive evidence that the parties are satisfied with the condition of the properties subject thereto. In closing and completing this transaction, the parties have relied exclusively upon their own inspection and reviews, not upon any representation or warranty of the other party or their agents or employees (except as otherwise set forth herein), and shall accept the respective properties in "AS-IS/WHERE-IS" condition with all present and future faults or defects and without representation or warranty by either party. The terms and conditions of this Section shall survive the Closing of the transactions contemplated in this Agreement.

10. Default and Remedies. If either party fails to perform its obligations in accordance with the terms of this Agreement, and such failure continues for thirty (30) days following written notice, or such reasonable period thereafter provided the defaulting party is diligently pursuing remedy, the non-defaulting party may (i) terminate this Agreement, without further liability; (ii) enforce specific performance of this Agreement to cause the defaulting party to perform its obligations under this Agreement; and/or (iii) sue for damages incurred due to the other party's default.

11. Notices. All notices or directions desired or required to be given under this Agreement shall be in writing and personally delivered, sent by commercial overnight courier, or email and directed as follows:

If to Blackstone:      Blackstone Creek, LLC  
                                 12075 Corporate Pkwy, Ste 250  
                                 Mequon, WI 53092  
                                 c/o: The Heimat Group, Inc.  
                                 Email: [joe.lak@theheimatgroup.com](mailto:joe.lak@theheimatgroup.com)  
                                 [jim.sedgwick@theheimatgroup.com](mailto:jim.sedgwick@theheimatgroup.com)

with a copy to:      Carlson Black O'Callaghan & Battenberg LLP  
                                 222 W. Washington Ave., Ste. 705

Madison, WI 53703  
Attn: Steve Battenberg  
Email: steve.battenberg@carlsonblack.com

If to the Village: Village of Germantown  
N112 W17001 Mequon Road  
Germantown, WI 53022  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

Notices personally delivered shall be deemed received when given. Notices sent by email shall be deemed received when given, provided confirmation of receipt of any sent email is received from the recipient himself or herself. Notices or demands sent by commercial overnight courier shall be deemed received on the next business day following deposit.

12. Dates and Deadlines. Unless otherwise specifically provided herein, in the computation of any period of time which shall be required or permitted hereunder or under any law for any notice or other communication or for the performance of any term, condition, covenant or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin without regard to conflicts of laws principles.

14. Further Assurances. The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out the terms of this Agreement and to fully consummate the transaction contemplated hereby.

15. Severability. In the event any term or provision of this Agreement shall be held illegal, invalid or unenforceable, or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby but each such term and provision shall be valid and shall remain in full force and effect.

16. Attorney's Fees. If either party commences an action to enforce the terms of, or to resolve a dispute concerning, this Agreement, the substantially prevailing party in any such action shall be entitled to recover from the substantially non-prevailing party all costs and expenses incurred in connection with such action, including, but not limited to, reasonable attorney's fees and court costs.

17. Time of the Essence. Time is of the essence with respect to all dates and deadlines contemplated by this Agreement.

18. Legal Representation. Each party hereto has been represented by legal counsel in connection with the negotiation of the transactions herein contemplated and the drafting and negotiation of this Agreement. Each party hereto and its counsel has had an opportunity to review and suggest revisions to the language of this Agreement. Accordingly, no provision of this Agreement shall be construed for or against or interpreted to the benefit or disadvantage of any party by reason of any party having or being deemed to have structured or drafted such provision.

19. Entire Agreement; Modifications. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and includes a complete and exclusive statement of the terms of the agreement among the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with any such amendment.

20. Assignment. No party may assign this Agreement or any of their rights under this Agreement to any third party without the prior written consent of the other party; *provided, however,* that the parties may assign this Agreement or any of its rights hereunder to any entity (including a trust) controlled by or under common control with the party in question. Notwithstanding each party's assignment rights under this Section 20, the original parties hereto shall remain obligated to transfer each party's respective property as necessary to complete the Exchange. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns.

21. Waiver. Any waiver with respect to any provision of the Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this Agreement.

22. Counterparts; Electronic Delivery. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one original instrument. Signatures transmitted by facsimile or PDF by electronic mail (i.e., email) shall be deemed to be original signatures for all purposes.

23. Broker Commissions. Blackstone and the Village represent to one another that neither party has engaged any broker or real estate agent or salesperson in connection with this transaction. Blackstone and the Village shall indemnify and hold each other harmless from and against any and all liability and cost, which either party may suffer in connection with any real estate brokers claiming by, through or under the indemnifying party seeking any commission, fee or payment in connection with this transaction.

24. Force Majeure. Time is of the essence for this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of

power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargos, acts caused directly or indirectly by the other party (or the party's agents, employees, or invitees), or similar causes beyond the reasonable control of such party ("***Force Majeure***"). If one of the foregoing events shall occur or any party shall claim that such an event shall have occurred, the other party shall investigate same and consult with the other and the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided, however, that failure of performance was reasonably caused by such Force Majeure.

[signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the date upon which this agreement is fully executed by the parties (the "Effective Date").

**BLACKSTONE CREEK, LLC:**

**VILLAGE OF GERMANTOWN:**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A - Depiction of Existing Properties



The Kubala Washatko Architects, Inc.  
 W61 N617 Mequon Avenue  
 Cedarburg, WI 53012  
 p: 262.377.6039 | f: 262.377.2954

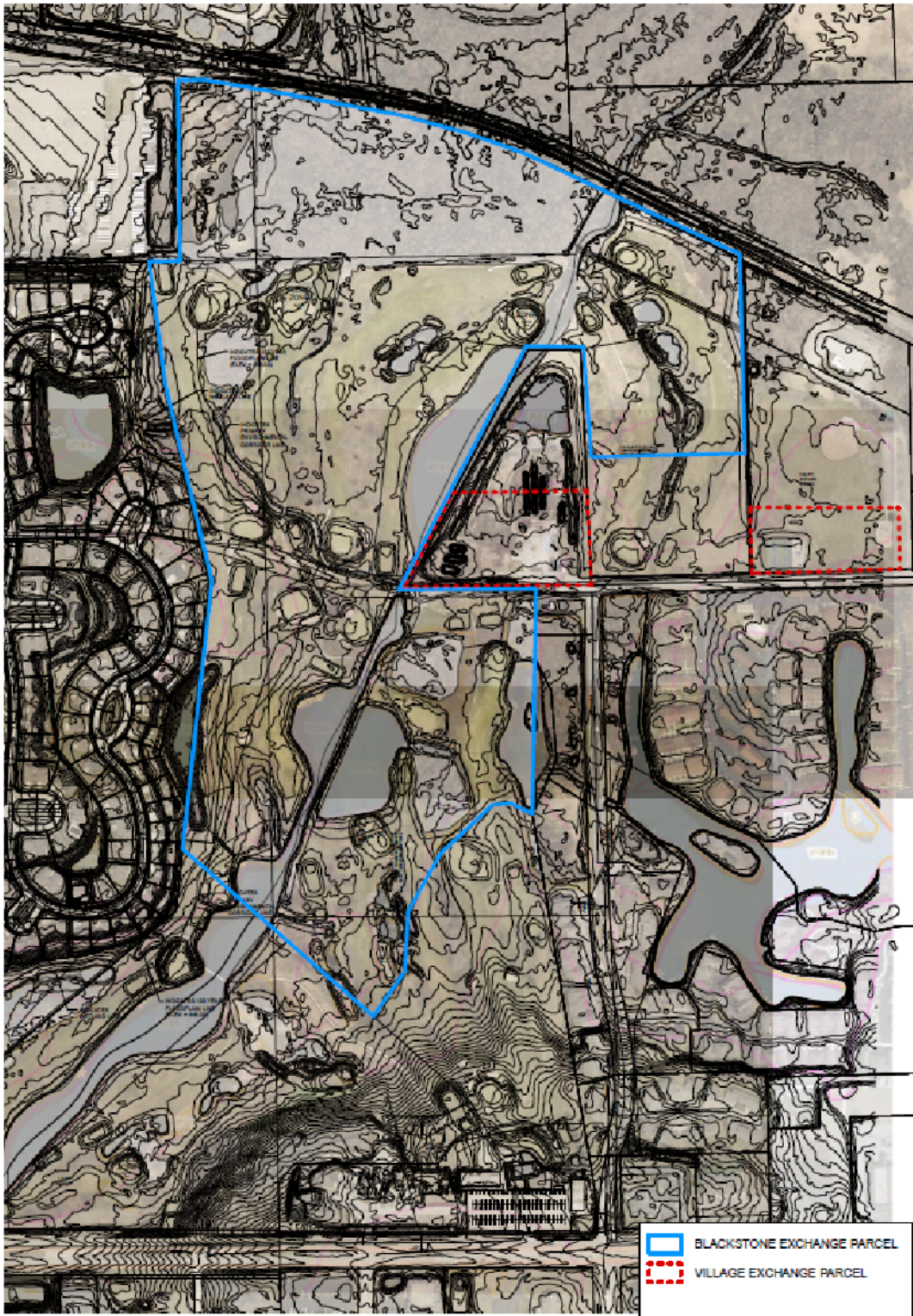
**BLACKSTONE CREEK**  
 SCALE: 1" = 350'-0"

237120  
 JANUARY 10, 2025

ALL INFORMATION SHOWN IS FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL EXTENTS AND LIMITS TO BE VERIFIED PER CERTIFIED SURVEY MARKING.

**EX-A**

# EXHIBIT B - Depiction of Exchange Parcels



The Kubala Washotko Architects, Inc.  
W51 N617 Mequon Avenue  
Cedarburg, WI 53012  
p: 262.377.6039 | f: 262.377.2954

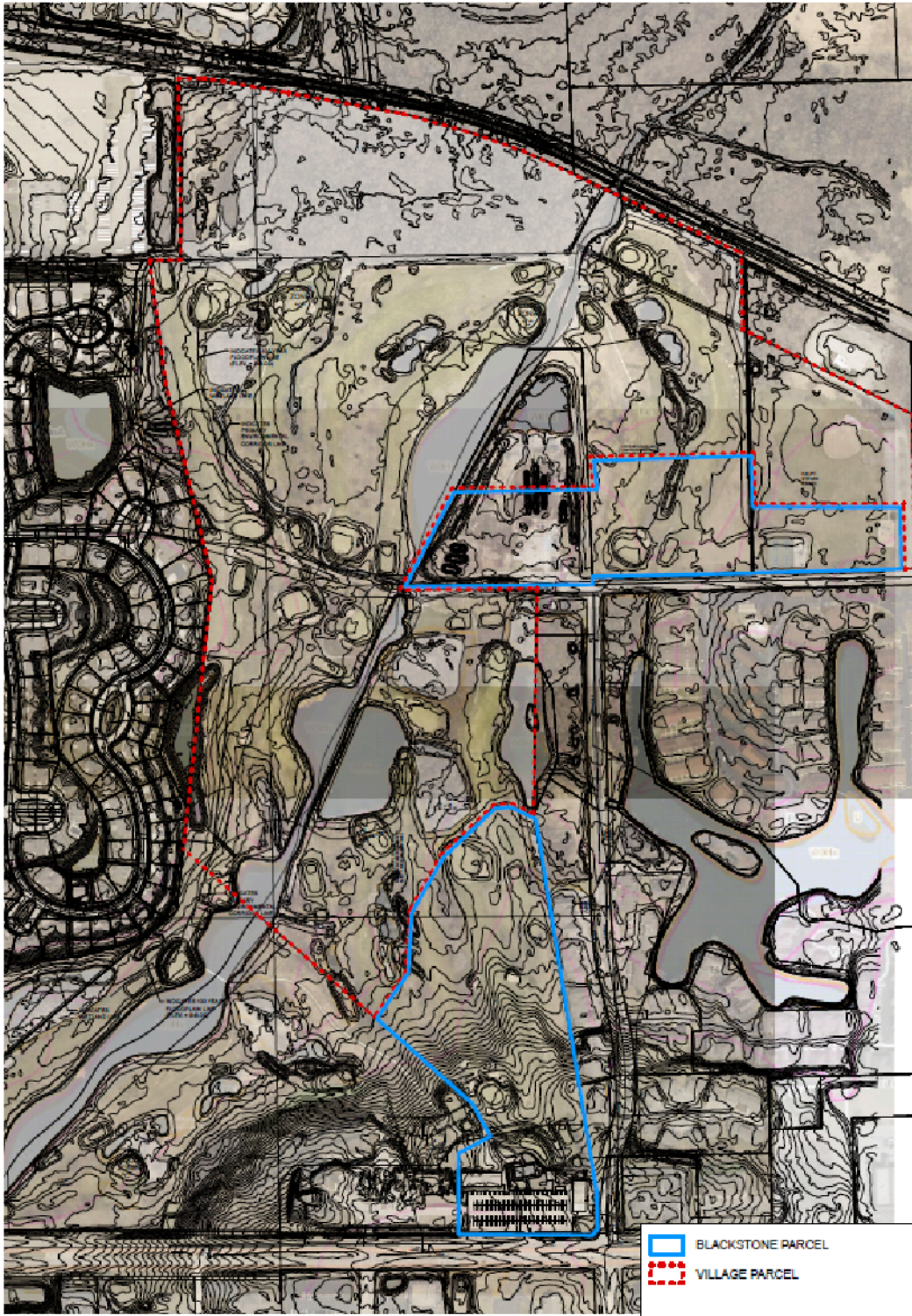
**BLACKSTONE CREEK**  
SCALE: 1" = 380'-0"

297120  
JANUARY 10, 2025

ALL INFORMATION SHOWN IS FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL EXTENTS AND LIMITS TO BE VERIFIED PER CERTIFIED SURVEY MAPS.

**EX-B**

**EXHIBIT C - Depiction of Final Property Boundaries**



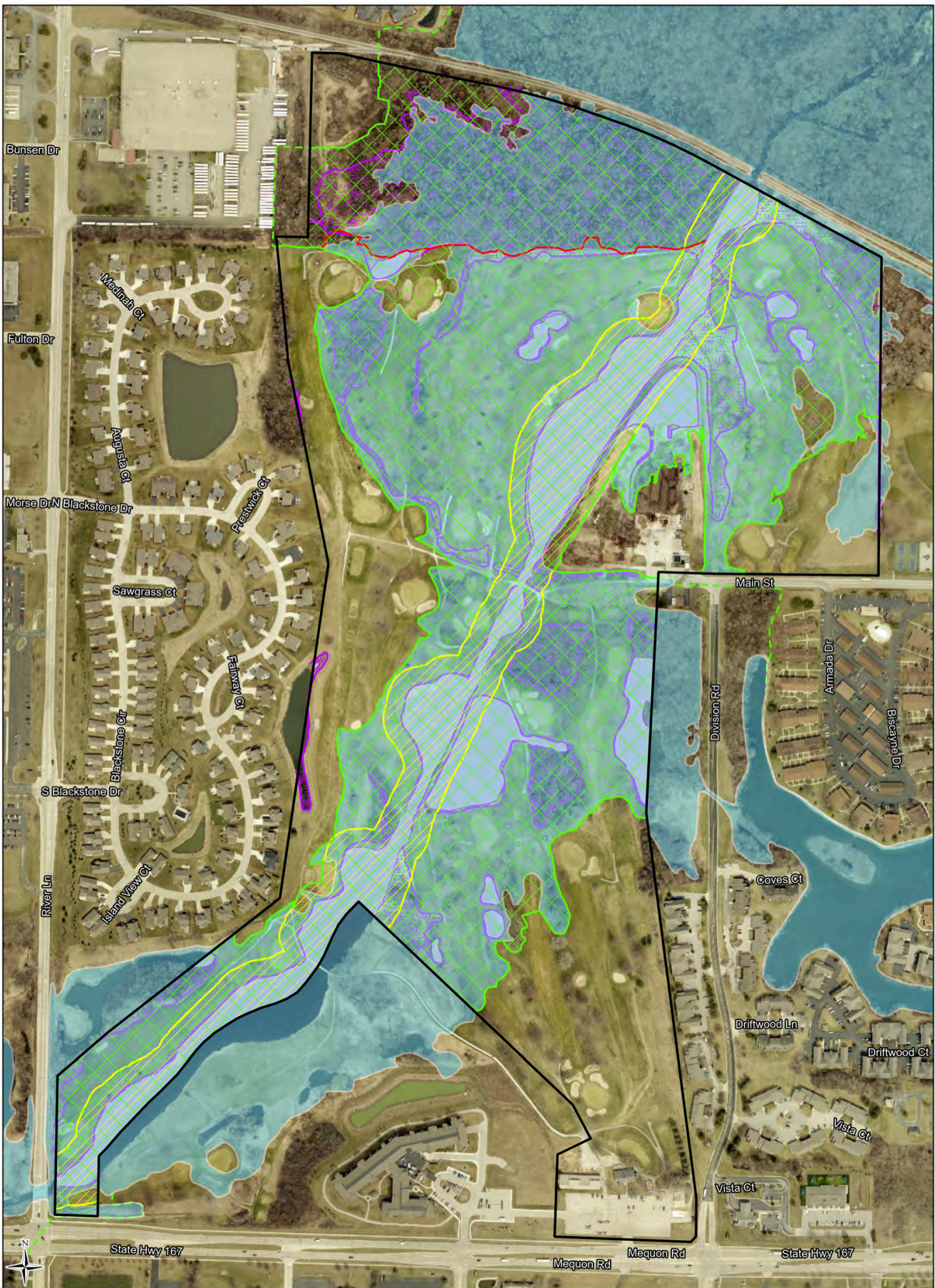
The Kubala Washko Architects, Inc.  
161 N617 Mequon Avenue  
Cedarburg, WI 53012  
p: 262.377.6039 | f: 262.377.2954

**BLACKSTONE CREEK**  
SCALE: 1" = 350'-0"

237120  
JANUARY 10, 2025

ALL INFORMATION SHOWN IS FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL EXTENTS AND LIMITS TO BE VERIFIED FOR CERTIFIED SURVEY MAPS.

**EX-C**



- Study Area (164.44 ac)
- Primary Environmental Corridor (PEC) (117.01 ac)
- Navigable Waterway 75' Buffer
- FEMA 1% Annual Floodplain/Zone AE
- Waterway/Waterbody (17.48 ac)
- Off-site PEC Boundary
- Off-site Wetland Boundary
- Woodland Dripline

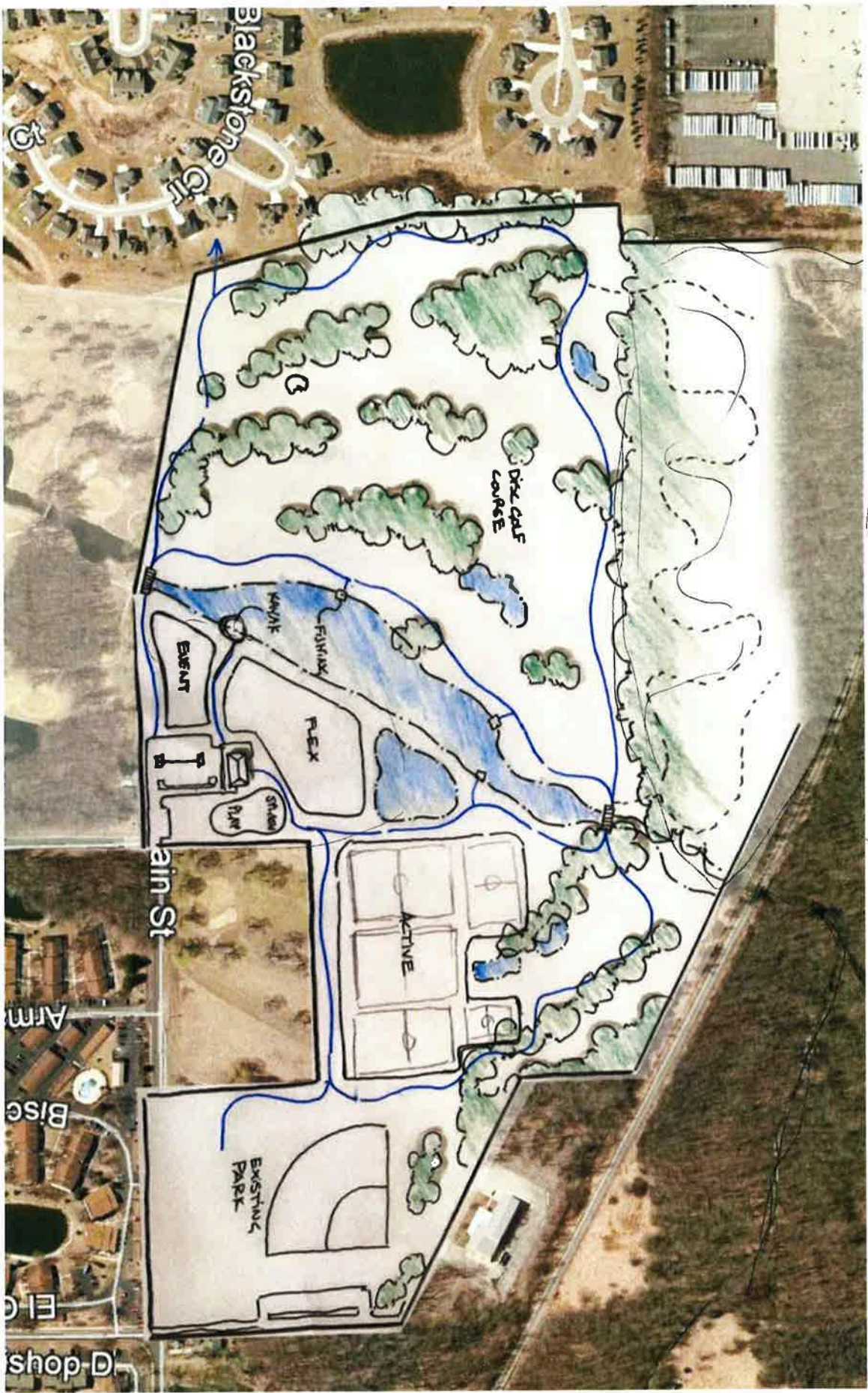


**Heartland**  
 ECOLOGICAL GROUP INC

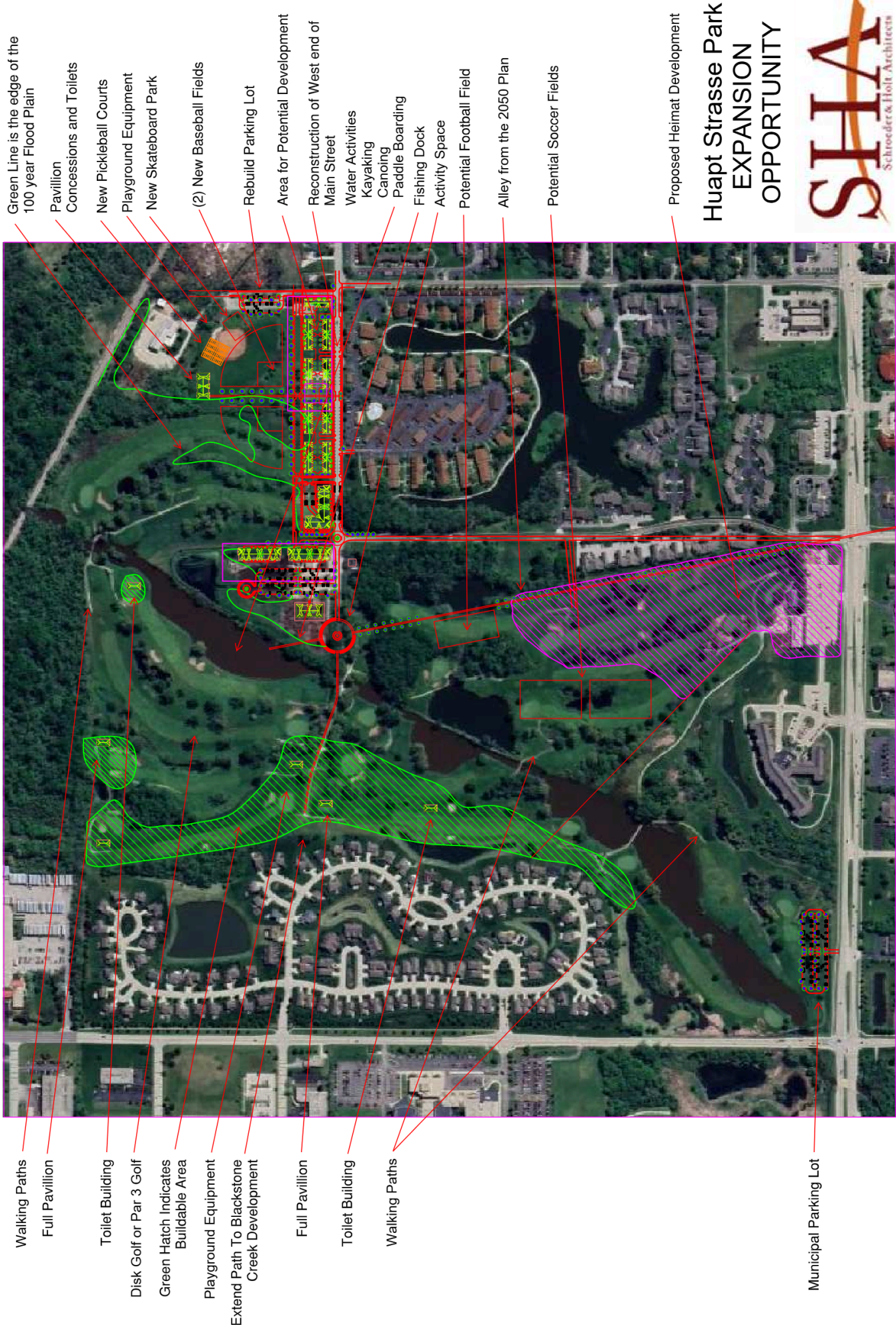
Environmental  
 Corridors Map

Blackstone Creek Golf Course  
 Project #20231043  
 T9N, R20E, S21, 22  
 V Germantown, Washington Co

2022 NAIP  
 Washington Co, HEG LRR, NCNE  
 Figure Created: 8/2023



# Park Use – Concept



Walking Paths

Full Pavillion

Toilet Building

Disk Golf or Par 3 Golf

Green Hatch Indicates Buildable Area

Playground Equipment

Extend Path To Blackstone Creek Development

Full Pavillion

Toilet Building

Walking Paths

Municipal Parking Lot

Green Line is the edge of the 100 year Flood Plain

Pavillion

Concessions and Toilets

New Pickleball Courts

Playground Equipment

New Skateboard Park

(2) New Baseball Fields

Rebuild Parking Lot

Area for Potential Development

Reconstruction of West end of Main Street

Water Activities

Kayaking

Canoeing

Paddle Boarding

Fishing Dock

Activity Space

Potential Football Field

Alley from the 2050 Plan

Potential Soccer Fields

Proposed Heimat Development

# Huapt Strasse Park EXPANSION OPPORTUNITY



## **BUSINESS OF THE PARK & RECREATION COMMISSION**

MEETING DATE: May 21, 2025

PLACEMENT: Presentation

ITEM TITLE: Update on Goldendale Creek Property - (Discussion Only)

SUBMITTED BY: Steve Kreklow, Administrator

SUMMARY EXPLANATION:

I will be providing an update on the acquisition of property west of Goldendale Road, south of Holy Hill Road and north of the railroad tracks from MMSD, elimination of DNR hunting requirements, construction of High Point Pass, and potential recreational trails on the site.

ATTACHMENT:

1. Goldendale Creek Parcel

STAFF RECOMMENDATION:

No action is requested.

ACTION BY Committee:

# TRAIL CONCEPT PLAN



Directors Report  
Park Commission Meeting  
May 21, 2025

#### Arbor Day

We celebrated our 21<sup>st</sup> Annual Arbor Day on Friday April 25<sup>th</sup> at Spasland Park. Wendland Nursery was our main sponsor, and they planted a Prairiefire Crabapple Tree. We had 30 children from kindergarten to 4<sup>th</sup> grade joined in the celebration. These are kids from our County Line School Kids Klub program.

The Village President, Bob Soderberg read the official proclamation. In attendance were Trustees Rick Miller, Jan Miller, Bob Warren, and Meg Cutts. Also present was our Commission Chair, Brian Depies. There were representatives from Wachtel Tree Service and also the Department of Natural Resources.

#### Glow Walk

We held our annual Glow Walk program on May 2<sup>nd</sup> at Kinderberg Park. I don't have an exact head count but there were probably 200-300 that attended the program and walked around the park. All of our glow walk kits were sold. This is an extremely popular event with the kids. They love to get painted up or wear plastic jewelry that lights up and walk under the lights of the park.

#### Kinderberg Gates

The three gates that were contracted to Northway Fence company are now put in place and as soon as DPW puts on the locks (by meeting time should be in place) then the three main entryways into the park should be secured. As of this writing I am waiting on Total Lawn Care to put up the barriers outside the gates to prevent folks from driving around the gates. Everything should be completed before the first of June when traffic normally starts getting bad driving up into the park.

#### Kinderberg Vandalism

Around the last part of April someone went into the men restroom at Kinderberg and demolished the porcelain sink as well as the paper towel holder and soap dispenser. The damage will come close to \$3000. Ideal Mechanical will put in a new sink this week. Until then the bathroom to the men side only has been locked. Will re-open when a new sink is put in.

Besides the gates, hopefully keeping cars out of the park, I am working with Human Resources to have Ethoplex put in WiFi at the Kinderberg shelter. This will enable me to put up cameras around the building to hopefully capture who the vandals are. I'm not sure when this project will be completed.

#### Kinderberg Splashpad

Carrico Aquatics completed their work on the pump house. They put in a whole new comptroller system. This is like a computer system that automatically pumps chlorine and other chemicals into the water system. They changed out old lines and pumps needed. Altogether about \$55,000 worth of improvements. This should extend the life of the pump house that operates the splash pad for another 5-10 years.

Public Work contracted a company that will be coming in and stripping all the old paint off the splash pad itself, cleaning out the lines, and put new paint on the surface. They are supposed to have this work done before Memorial Day weekend.

### Farmers Market

The Farmers market started this past Saturday, May 3<sup>rd</sup>. We only had about a third of the vendors who signed up. But for this time of year that is not unusual. But for the early season they still had a good turn out from the public. As the weather warms up more vendors will set up. Also, the library has several Saturday programs planned that also brings out the public.

### Music at the Pavilion

We have generated over \$35,700 in sponsorship fees. The six bands will cost \$31,000, plus the sound and lighting technician. So, the sponsorship fees will cover the cost of the bands and sound and lighting technician. The Food Vendors revenue will cover the cost of all of our marketing. The profit will come from our beverage sales. Last year we grossed over \$14,000 in beverage sales and netted around \$10,000. So overall we should make several thousand dollars off this program. Considering just three years ago we were having to supplement this program out of the budget.

### Projects left for 2025

Friestadt and Kinderberg ball field fencing projects including dugouts and back stop. These projects will have to wait until August or September since baseball has already started. Any work done now will mean baseball will have to postpone or cancel games. I am trying to avoid that.

Discussion on the future of the Outdoor Shelter at Fireman Park, as well as possible hiring a consultant firm to discuss plans to remodel the old Fire station #1 at Fireman Park. These discussions will have to take place with the Board. Most likely in June meetings.

## Recreation Division Report - May 2025 Commission Meeting

We have 32 programs starting in May and include: Tae kwon Do, Babysitters Training (2 classes), Track Invite, Container Gardening (2 classes), Youth & Little Tykes Martial Arts, GLOW Walk, Miss Julie's Music Fun, Music Fun for Families/Babies, Animal Safari Party, Daytime Adult Golf Lessons, Jr Golf, Night Jr & Sr Tball, Yoga, Team Training, Oodles of Art, Fit in Parks: Glow & Go Tennis & Stroller Strong, Learn to Crochet, Crochet and Animal class, Parent Tot Garden, Rugby, Learn to Make Pizza, Health & Wellness Talks: Stay Fit While you Sit & Restore Balance, Dance & Craft Workshops: Taylor Swift & Wicked, Tree Climbing.

Our ongoing programs are: Men's Open Basketball, Kids Klub (5 sites), Power/Pixies/Spark Poms, Mini Golf League, Track & Field Program, Pee Wee & U6 Soccer, Dance it Out, Soma Breathwork, Gymnastics Spring 2, Stay Home Alone, Kid Choir

### Upcoming events include the following:

**Night Tball Coaches meeting:** Was held on Wednesday, May 13th. To date we have 126 for Jr. Tball signed up with 22 coaches and 113 Sr. Tball participants with 21 coaches signed up. Night Tball will begin on May 20/22.

**Track Invite:** Along with our 118 Track Program participants we have another 20 signed up who will participate in this invite held at the GHS Track Saturday, May 31st.

**Highway Garage Field Trip:** To be held on Friday, May 30th from 9:30 – 10:30 a.m. and 10:45a.m. – 11:45 a.m. at the new DPW building. Kids and parents will see all the trucks that are used in the sandbox in their real form.

**Safety Town Teen Volunteer Meeting:** A teen volunteer meeting has been set for Thursday, June 12th from 5:30 – 6:15 p.m. (returning teens) or 5:30 – 6:30 p.m. (for new volunteers) at St. Boniface. Volunteers will be given an orientation on what to do/expect.

**Movies in the Park:** Our first Movies in the Park event of the summer season will be held on Friday, June 13<sup>th</sup> and will feature the movie Moana 2 at Firemen's Park. Our last movie will be on Friday, August 15<sup>th</sup> featuring the movie The Wild Robot also at Firemen's Park.

**Do you Gnome Your Parks:** Is wrapped up we had 49 families register for the event. We had a lot of great feedback from those participating that they loved getting out to our parks! The first 7 families that found all the gnomes and answered all the riddles correctly won a prize basket.

**Family Glow Walk:** Was held on Friday, May 2nd at Kinderberg Park. With family members walking we had over 500 in attendance. It was a beautiful but chilly night and everyone had a Glowing Good time! The new Glow & Go Tennis was a hit.