

## **Introduction of 2025 Board**

Rick Stalle, Commodore 2023, 2024, 2025 (term expiring)

Bill Lewis, Fireworks 2024, 2025 (term expiring)

Karen Trimble, Communications: 2023, 2024, 2025 (candidate for new term)

Suzannah Bong, Treasurer 2024, 2025

Lara Ehram, Secretary 2025

Carolyn Duris, Social 2025

## **Proposed New Board Members for 2026:**

Cam Knuth & Mike Hipp

### **1. Launch History:**

1970's to 2000 (Audience)

2000 to 2020 (Karen Trimble)

2020 – Board Negotiates with John Nagy for New **Ramp**

2021 – 75<sup>th</sup> BLYC Gala, New **Ramp** Installed

2022 – New Gate Installed – FOBS used as Keys

**\*2023** – FOB Master Lock Lockbox App Installed for Tracking Usage

2024: **Private Road** Formation – Easement for 11 tax Parcels & Road Members

In-water rock improvements to Ramp

(Ask Audience: How many in attendance are on a Private Road?)

2025: Special Use Construction Restrictions – Members Vs. **Vendors**

### **2. Key Points:**

- Lake is not run municipal taxing entity or Lake Management District
- BLYC owns two parcels: a) the launch, b) a 2 acre storage lot
- Approx 140 parcels, 3 to 5 homes sell per year. Approx 3 new construction homes per year.
- Private Road History: Merton Abdicates maintenance of Road in 2024  
11 Homeowners become signatory members of Road Easement Agreement in 2024
- The launch site is private and has historically been available only to Members and approved Vendors. Vendors never provided DNA prior to 2023.
- **Vendors** had unfettered access to the launch site and were never charged vendor use fees prior to 2023.

### 3. BLYC Launch:

- 2020 Negotiations for new ramp
- 2021 Generous donation by Nagy family – **new ramp installed.**
- 2022 New electric gate & FOBs issued as entry keys
- **2023** FOB lockbox installed to **track access** use by member & vendors
- 2023 – 2025: Vendor policies adopted and changed yearly

### 4. 2025 Launch Use – April thru Sept

- **11 Commercial Vendors = 326 Gate Openings**      Highest Users: **69, 64, 47, 41** each  
Welcome 2 New Vendors: Lake Country Barge & Dockside Watercraft Cleaners
- 63 Members = 270 Gate Openings      Highest Users 2 @ 12 each
- 1<sup>st</sup> Responders = 62 Gate Openings      29 Days on lake
- Wisconsin Lutheran = 20 Gate Openings      10 Days on lake

### 5. History of Member Dues & Vendor Fees

| Year | Member Dues                                 | Vendor Fees                                                                              |
|------|---------------------------------------------|------------------------------------------------------------------------------------------|
| 2022 | \$375                                       | \$0<br>(1 <sup>st</sup> season with new ramp)                                            |
| 2023 | \$425 / \$275 Single / \$200 Social         | \$300 – all vendors<br>(nothing extra for barges)                                        |
| 2024 | \$450 all / <b>\$250 Special Assessment</b> | \$500 Boat Porters<br>\$1,500 Big Barges<br>\$2,000 Security Deposit                     |
| 2025 | \$450 all / + \$250 if New Member           | \$500 all Vendors<br>+ \$200/Day if Big 30'+ Barge<br><b>\$5,000 Special Use Permits</b> |

### Shoreline Construction \$5k Ea: Nagy \$5k

By Land On their Property @ Owner's Cost: Verbockle, Alexnder, White / Bomhack, Trunzo? - TBD

### Permanent Piers: \$5k Ea: Korker, White/Bomhack, Musbach, Drescher, Erdmann ? - TBD

By Land on their Property @ Owner's Cost: Alexander

## 6. 2025 Financial Summary (Excluding Dinghy Income & Expenses as they are equal)

### 2025 Expense Recap

|                          |                 |
|--------------------------|-----------------|
| 4 <sup>th</sup> of July  | \$20,287        |
| Admin & Legal*           | \$11,342        |
| Maintenance & Facilities | \$10,407        |
| Social                   | \$10,131        |
| Taxes & Insurance        | \$5,853         |
| Sailing                  | \$854           |
| <b>Total</b>             | <b>\$58,874</b> |

### 2025 Normal Income

|                                                   |                 |
|---------------------------------------------------|-----------------|
| Dues                                              | \$57,050        |
| Misc                                              | \$695           |
| <b>Regular Income</b>                             | <b>\$57,745</b> |
| <b>Vendor, Construction &amp; New Member Fees</b> |                 |
| (Held for Capitol Reserve Fund)                   |                 |
| a. \$5k Special Use Permits                       | \$25,000        |
| b. Vendor Fees                                    | \$6,000         |
| c. \$250 New Member                               | \$1,250         |
| <b>Total for Capitol Reserve</b>                  | <b>\$32,250</b> |

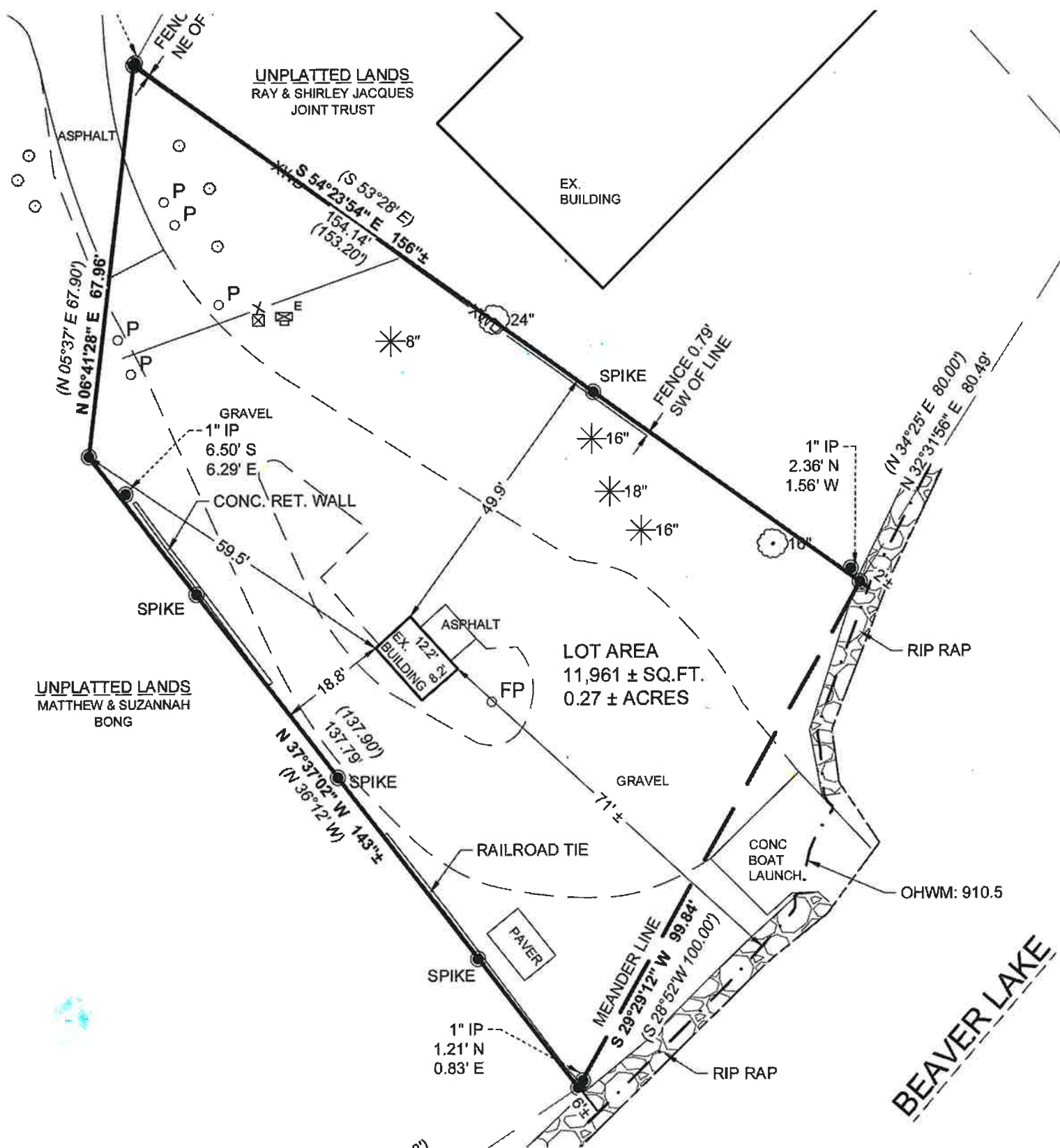
### 7. Balance Sheet Recap

|      | Total Cash      | Yearly *Reserve | Cum *Reserve |
|------|-----------------|-----------------|--------------|
| 2021 | \$67,322        | \$)             | \$0          |
| 2022 | <b>\$26,417</b> | \$0             | \$0          |
| 2023 | \$53,226        | \$0             | \$0          |
| 2024 | \$99,429        | \$35,750        | \$35,750     |
| 2025 | \$135,459       | \$32,250*       | \$68,000     |

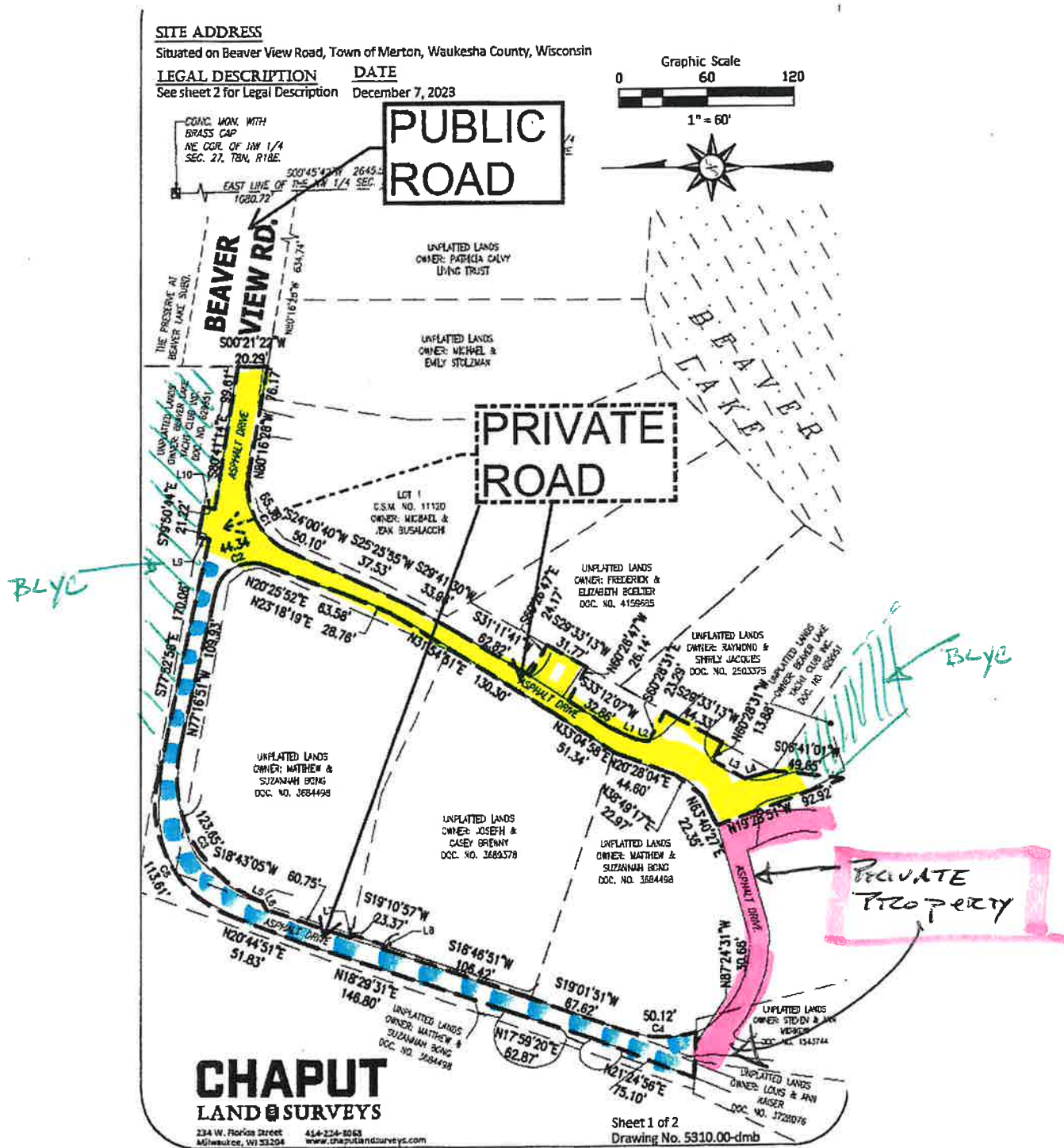
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### 8. Launch Discussion (all board members to speak:

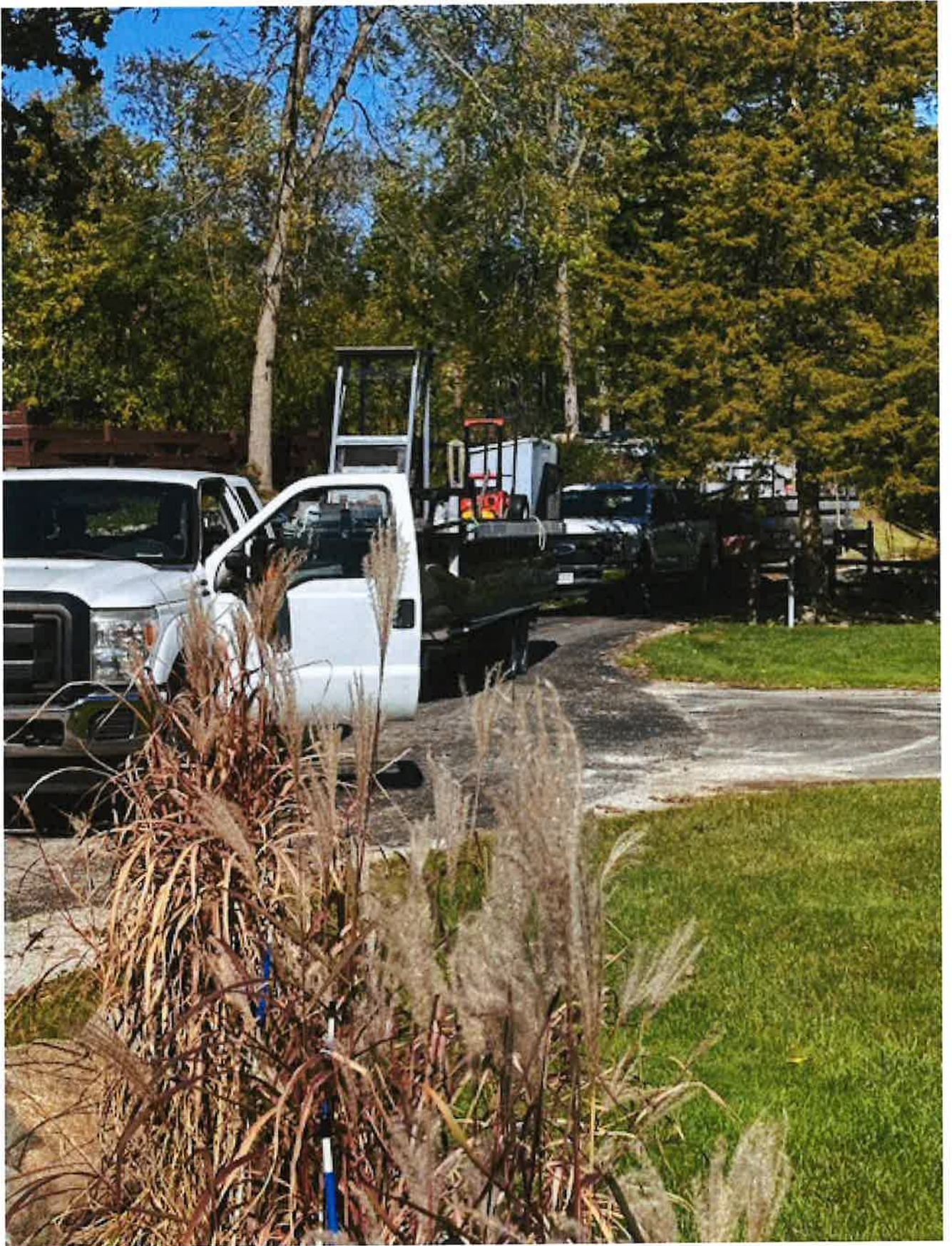
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### Depiction of Private Road







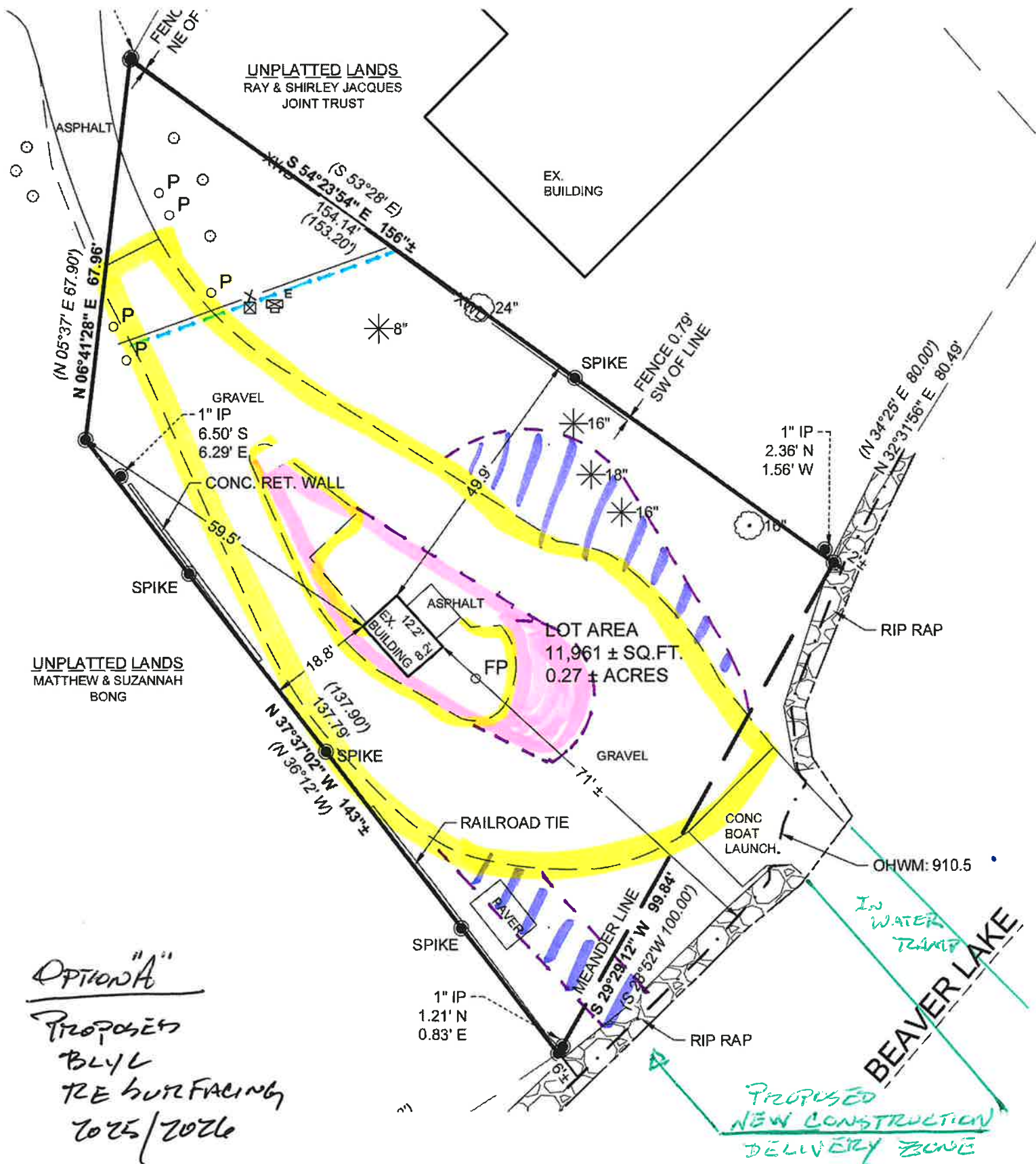




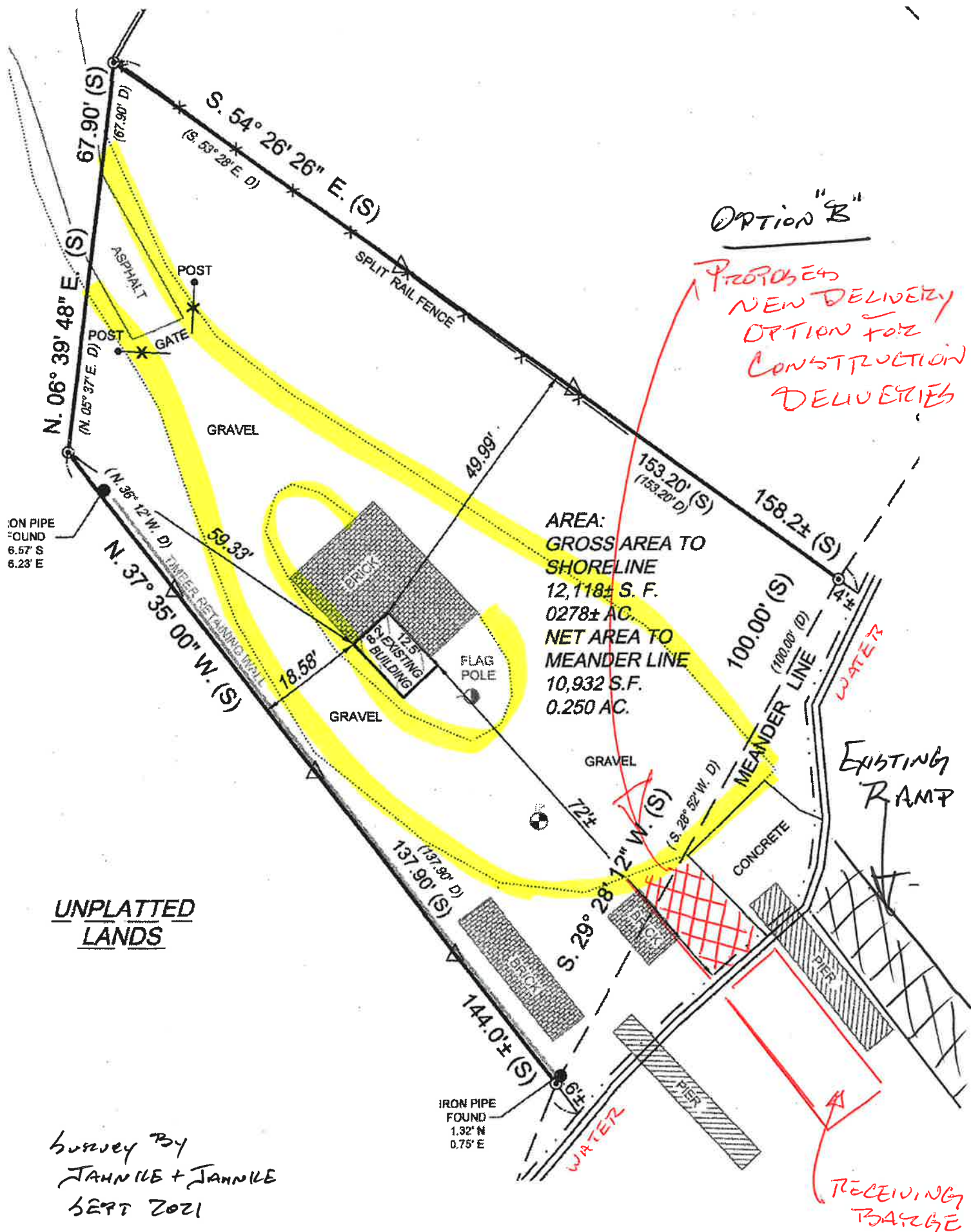








FEB 2025 Survey By S.E.H.



Survey By  
JANNIE + JANNIE  
SEPT 2021

PAGE REPEATED FOR EMPHASIS

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| <b>Total</b>             | <b>\$58,874</b> |

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|             |              |
|-------------|--------------|
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| <u>Misc</u> | <u>\$695</u> |

**Regular Income \$57,745**

### Vendor, Construction & New Member Fees

(Held for Capitol Reserve Fund)

|                             |                |
|-----------------------------|----------------|
| a. \$5k Special Use Permits | \$25,000       |
| b. Vendor Fees              | \$6,000        |
| c. <u>\$250 New Member</u>  | <u>\$1,250</u> |

**Total for Capitol Reserve \$32,250**

### 7. Balance Sheet Recap

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### 9. 2025 Capital Improvement Proforma

|                                         |                   |
|-----------------------------------------|-------------------|
| Cash                                    | \$135,000 ✓       |
| <b>Launch Surface &amp; Landscaping</b> | <b>(\$60,000)</b> |
| Projected year-end 2025 Balance         | <b>\$75,000</b>   |

### 10. 2026 Capital Improvement Proforma

|                                               |                   |
|-----------------------------------------------|-------------------|
| Beginning Cash Balance                        | \$75,000          |
| Dues @ \$450 (no increase)                    | \$58,000          |
| Vendor Fees (fr vendors – not Members         | \$10,000          |
| Projected Expenses                            | (\$60,000)        |
| Sub Total                                     | \$73,000          |
| <b>Private Road Resurfacing (1/3 of Cost)</b> | <b>(\$10,000)</b> |
| 2026 Cash Balance Sub Total                   | <b>\$63,000</b>   |

### 11. Other Possible 2026 / 2027 / 2028 Capital Project Expense Estimates:

|                                                |            |
|------------------------------------------------|------------|
| 1 Permanent Pier for Launch Ramp               | (\$60,000) |
| Wash Station for Barge & Boat Washing @ Launch | (\$15,000) |
| Ramp engineering by PE                         | (\$5,000)  |
| Video Surveillance Monitoring                  | (\$5,000)  |

### 12. Goal: Retail 1X Yearly Operating Expense for Minimum Cash Reserves = \$60,000

### 13. Funding Options for Future Capital Improvements & Vendor Use Fees

- Charge Members for Member Construction project use
- Charge Vendors for Member Construction project use
- Charge Vendor fees for gate use – like a toll both.
- Charge all Members increased Membership dues
- Assess all Members a yearly Special Assessment for projects over XXX?  
(Zoning Code, & Board of Appeals analogies – BLYC Board actions are not Perfect)

#### 14. 2026 BLYC Board - Financial Management & Governance Goals

- a) Set Dues & Operating Budget for next season at the fall Annual Meeting
- b) Bylaws - Article III **Launch Site:**  
***The Board of Directors shall set rules annually.** These rules shall be available on the website and posted at the launch site.*  
Examples: Power washing, Launch Closed to Construction Vehicles Fri, Sat & Sun 9j July & Aug, Launch Closed Dec thru March.
- c) Bylaws – Article II Bylaw voting. Survey membership to rank possible areas for bylaw changes – example:  
*A. Each **household membership** shall be entitled to **two (2) votes**, voting personally, at a membership meeting or two (mail) ballots for the election at the annual meeting.*  
*B. Each **individual membership** shall be entitled to **one (1) vote**, voting personally, at any membership meeting or one (mail) ballot for the election at the annual meeting.*
- d) Maintain Social Programs consistent with past traditions and volunteer engagement
- e) Maintain publication of the Dinghy subject to additional volunteer engagement
- f) Handouts: a) The Sept 26, 2025 Balance Sheet & Income Statement P&L, b) the 2016 BLYC Bylaws, c) Driveway Easement Agreement (Private Road), d) BLYC Surveys
- g) **OTHER: (TBD - FOR BLYC BOARD INPUT & DISCUSSION IN THIS AREA)**

#### 15. Voting

- a) Secretary to distribute ballots for new board Members. Offer write-in voting opportunity.

#### 16. Closing Remarks

- a) Rick S: to acknowledge Rick Stalle's and Bill Lewis's service and departure from the board.
- b) Rick S: to introduce Rick Boelter as the Commodore elect subject to ratification of the newly slated board at the next BLYC Board meeting.
- c) Open Discussion
- d) Adjournment

**Ballot Completed By:**

\_\_\_\_\_ Print Name \_\_\_\_\_ Lot #

**Beaver Lake Yacht Club**

**Ballot for Board of Directors**

**The Beaver Lake Yacht Club Board of Directors is pleased to present the following slate of Board Member Nominees as per BLYC Bylaws for approval at the annual meeting to be held with the Friends of Beaver Lake (FOBL) on Thursday, October 9, 2025 at Chenequa Country Club beginning at 6:00pm.**

**Each Family Membership shall be entitled to two (2) votes and each Individual Membership shall be entitled to one (1) vote. Votes may be tendered in person at the annual meeting, or delivered in person in a sealed envelope to the Secretary, or by mail to the BLYC Secretary twenty-four (24) hours prior to the set time of the annual meeting.**

**Please vote for 3 Nominees.**

**Your nominees for a three-year term, November 1, 2025 - October 31, 2028, on the BLYC Board are:**

☐

**Mike Hipp**

☐

**Cam Knuth**

☐

**Karen Trimble**

☐

**Write-In Candidate (Name): \_\_\_\_\_**

**Please place your completed ballot in the ballot envelope or return to BLYC Secretary.**

**Balance Sheet**  
**Beaver Lake Yacht Club**  
As of September 26, 2025 & 2024

|                                            | As of 9-26-25  | As of 9-26-24  | \$ Change     |
|--------------------------------------------|----------------|----------------|---------------|
| <b>Assets</b>                              |                |                |               |
| Bank Accounts                              |                |                |               |
| Checking Account                           | 59,926         | 54,944         | 4,982         |
| Money Market Account                       | 74,589         | 44,485         | 30,104        |
| <b>Total for Bank Accounts</b>             | <b>134,514</b> | <b>99,429</b>  | <b>41,884</b> |
| Accounts Receivable                        |                |                |               |
| Accounts Receivable                        | 945            | 1,683          | -737          |
| <b>Total for Accounts Receivable</b>       | <b>945</b>     | <b>1,683</b>   | <b>-737</b>   |
| Other Current Assets                       |                |                |               |
| <b>Total for Current Assets</b>            | <b>135,459</b> | <b>101,112</b> | <b>34,347</b> |
| <b>Fixed Assets</b>                        |                |                |               |
| Barge Upgrades                             | 5,500          | 5,500          | 0             |
| Land                                       | 228,800        | 228,800        | 0             |
| Launch Site Improvements                   | 50,499         | 50,499         | 0             |
| Pier and Lift                              | 16,402         | 16,402         | 0             |
| Pontoon Boat                               | 6,812          | 6,812          | 0             |
| Sailboat for Sailing Lessons               | 10,993         | 10,993         | 0             |
| Sailboat Trailer                           |                | 1,475          | -1,475        |
| Sailing Boat Motor                         |                | 6,428          | -6,428        |
| Accumulated Depreciation                   | -46,969        | -51,505        | 4,536         |
| <b>Total for Fixed Assets</b>              | <b>272,037</b> | <b>275,404</b> | <b>-3,367</b> |
| Other Assets                               |                |                |               |
| <b>Total for Assets</b>                    | <b>407,496</b> | <b>376,515</b> | <b>30,981</b> |
| <b>Liabilities and Equity</b>              |                |                |               |
| Credit Cards                               |                |                |               |
| Credit Card                                | 473            | 70             | 403           |
| <b>Total for Credit Cards</b>              | <b>473</b>     | <b>70</b>      | <b>403</b>    |
| Other Current Liabilities                  |                |                |               |
| Sales Tax Payable                          | 46             | 0              | 46            |
| <b>Total for Other Current Liabilities</b> | <b>46</b>      | <b>0</b>       | <b>46</b>     |
| <b>Total for Current Liabilities</b>       | <b>518</b>     | <b>70</b>      | <b>448</b>    |
| Long-term Liabilities                      | 0              | 0              | 0             |
| <b>Total for Liabilities</b>               | <b>518</b>     | <b>70</b>      | <b>448</b>    |
| <b>Equity</b>                              |                |                |               |
| Retained Earnings                          | 369,520        | 328,629        | 40,891        |
| Net Income                                 | 37,457         | 47,815         | -10,358       |
| <b>Total for Equity</b>                    | <b>406,978</b> | <b>376,444</b> | <b>30,534</b> |
| <b>Total for Liabilities and Equity</b>    | <b>407,496</b> | <b>376,515</b> | <b>30,981</b> |

Ex A

# Profit and Loss Beaver Lake Yacht Club

November 1, 2024 & 2023 - September 26, 2025 & 2024

|                                         | Nov 1 2024 -<br>Sep 26 2025 | Nov 1 2023 -<br>Sep 26 2024 | \$ Change      |
|-----------------------------------------|-----------------------------|-----------------------------|----------------|
| Income                                  |                             |                             |                |
| Advertising Income                      | 4,600                       | 4,950                       | -350           |
| <b>Total for Advertising</b>            | <b>4,600</b>                | <b>4,950</b>                | <b>-350</b>    |
| Contributions Received                  |                             |                             |                |
| Donation-General Fund                   | 28                          | 318                         | -290           |
| Donation-Advertising                    | 0                           | 40                          | -40            |
| <b>Total for Contributions Received</b> | <b>28</b>                   | <b>358</b>                  | <b>-330</b>    |
| Dues, Fees, Capitol                     |                             |                             |                |
| Capitol Reserve Account                 | 1,250                       | 30,250                      | -29,000        |
| Membership Dues                         | 57,050                      | 48,719                      | 8,331          |
| <b>Total for Dues, Fees, Capitol</b>    | <b>58,300</b>               | <b>78,969</b>               | <b>-20,669</b> |
| Flare Income                            | 3,909                       | 2,513                       | 1,396          |
| Miscellaneous Income                    | 300                         | 0                           | 300            |
| Regatta Income                          | 619                         | 0                           | 619            |
| Social Income                           | 0                           | 0                           | 0              |
| August Run Party Income                 | 229                         | 0                           | 229            |
| Fall Party                              | 438                         | 0                           | 438            |
| Ladies Night                            | 0                           | 686                         | -686           |
| <b>Total for Social Income</b>          | <b>667</b>                  | <b>686</b>                  | <b>-19</b>     |
| Vendor Income                           |                             |                             |                |
| Commercial Vendor/Contractor Fees       | 6,000                       | 11,500                      | -5,500         |
| Special Use Construction Permit         | 25,000                      | 0                           | 25,000         |
| Program Service Fees                    | 0                           | 1,800                       | -1,800         |
| Vendor Security Deposit                 | 0                           | -6,000                      | 6,000          |
| <b>Total for Vendor Income</b>          | <b>31,000</b>               | <b>7,300</b>                | <b>23,700</b>  |
| Promotions Income                       | 0                           | 99                          | -99            |
| Sales Tax Included in Program Income    | 0                           | -193                        | 193            |
| <b>Total for Income</b>                 | <b>99,422</b>               | <b>94,681</b>               | <b>4,741</b>   |
| Expenses                                |                             |                             |                |
| Annual Report Filing                    | 25                          | 0                           | 25             |
| Attorney Fee                            | 5,000                       | 0                           | 5,000          |
| Bank Charges                            | 26                          | 57                          | -31            |
| Beaverware                              | 214                         | 0                           | 214            |
| Bookkeeping-Accounting Fees             | 3,778                       | 4,861                       | -1,083         |
| Constant Contact                        | 555                         | 541                         | 14             |
| Contract Services                       | 0                           | 0                           | 0              |
| Outside Contract Services               | 397                         | 0                           | 397            |
| <b>Total for Contract Services</b>      | <b>397</b>                  | <b>0</b>                    | <b>397</b>     |
| Insurance                               |                             |                             |                |
| Insurance - General                     | 868                         | 700                         | 168            |
| Insurance - Liability, D and O          | 850                         | 827                         | 23             |
| <b>Total for Insurance</b>              | <b>1,718</b>                | <b>1,527</b>                | <b>191</b>     |

Ex A

# Profit and Loss

## Beaver Lake Yacht Club

November 1, 2024 & 2023 - September 26, 2025 & 2024

|                                         | Nov 1 2024 -<br>Sep 26 2025 | Nov 1 2023 -<br>Sep 26 2024 | \$ Change      |
|-----------------------------------------|-----------------------------|-----------------------------|----------------|
| Launch Site Expenses                    | 7,796                       | 3,852                       | 3,944          |
| Pier Repairs and Maintenance            | 2,331                       | 798                         | 1,533          |
| Postage, Mailing Service                | 586                         | 255                         | 331            |
| Printing Dinghy Expense                 | 4,006                       | 4,339                       | -333           |
| QuickBooks Payments Fees                | 377                         | 438                         | -61            |
| QuickBooks Software                     | 384                         | 400                         | -16            |
| Real Estate Taxes                       | 4,135                       | 4,192                       | -57            |
| Road Maintenance/Plowing                | 280                         | 0                           | 280            |
| Sailing Expense                         | 408                         | 0                           | 408            |
| Association Dues                        | 250                         | 0                           | 250            |
| <b>Total for Sailing Expense</b>        | <b>658</b>                  | <b>0</b>                    | <b>658</b>     |
| Sailing School Expense                  | 0                           | 0                           | 0              |
| Trophies                                | 196                         | 0                           | 196            |
| <b>Total for Sailing School Expense</b> | <b>196</b>                  | <b>0</b>                    | <b>196</b>     |
| Social Expense                          | 1,000                       | 0                           | 0              |
| 4th of July                             |                             |                             |                |
| Barge Launching                         | 473                         | 488                         | -15            |
| Fireworks                               | 18,000                      | 18,000                      | 0              |
| Flare Expense                           | 1,814                       | 1,736                       | 78             |
| <b>Total for 4th of July</b>            | <b>20,287</b>               | <b>20,224</b>               | <b>63</b>      |
| Annual Meeting                          | 527                         | 0                           | 527            |
| August Run Party                        | 880                         | 0                           | 880            |
| Commodores Picnic                       | 3,225                       | 2,037                       | 1,188          |
| Rock the Boat                           | 1,000                       | 2,000                       | -1,000         |
| Ladies Night                            |                             | 720                         | -720           |
| <b>Total for Social Expense</b>         | <b>26,918</b>               | <b>24,980</b>               | <b>1,938</b>   |
| Utilities                               | 220                         | 170                         | 49             |
| Water Ski Show                          | 2,500                       | 0                           | 2,500          |
| Business Registration Fees              | 0                           | 16                          | -16            |
| Dues and Membership                     | 0                           | 250                         | -250           |
| Supplies                                | 0                           | 248                         | -248           |
| Taxes                                   |                             |                             |                |
| UBITaxes                                | 0                           | 58                          | -58            |
| <b>Total for Taxes</b>                  | <b>0</b>                    | <b>58</b>                   | <b>-58</b>     |
| <b>Total for Expenses</b>               | <b>62,098</b>               | <b>46,982</b>               | <b>15,116</b>  |
| <b>Net Operating Income</b>             | <b>37,324</b>               | <b>47,699</b>               | <b>-10,375</b> |
| Other Income                            |                             |                             | 0              |
| Interest Income                         | 93                          | 57                          | 36             |
| Sales Tax Discount                      | 41                          | 60                          | -19            |
| <b>Total for Other Income</b>           | <b>133</b>                  | <b>116</b>                  | <b>17</b>      |
| <b>Net Other Income</b>                 | <b>133</b>                  | <b>116</b>                  | <b>17</b>      |
| <b>Net Income</b>                       | <b>37,457</b>               | <b>47,815</b>               | <b>-10,358</b> |

BY-LAWS OF THE BEAVER LAKE YACHT CLUB INC.  
(Approved September 2016)

**ARTICLE I - MEMBERSHIP**

- A. There shall be three (3) classes of membership: General Membership - Social Membership - Sailing Participation Membership.
- B. All classes of membership shall be reviewed by the Board of Directors. Any member may suggest a person for membership in any class by submitting in writing to the Commodore. It shall be the responsibility of the Commodore to consider all prospective members and initiate only favorable recommendations to the Board of Directors. In the event of an affirmative vote of at least two-thirds of the Board of Directors, the Commodore shall extend an invitation to a prospective member.
- C. General membership eligibility shall be limited to Beaver Lake residents or Beaver Lake property owners. The children of any member under the age of twenty-six (26 years) shall have privileges as the Directors shall, from time to time determine. This class will include two types of memberships:
  - 1. "Household Membership": For all residences which include more than one person.
  - 2. "Individual Membership": For a single person having no children living at home.
- D. Social Membership eligibility shall be open to former general members and the children of general members. They shall have all rights and privileges of general members except:
  - 1. They have no Launch site privileges.
  - 2. Voting eligibility of all Social Members shall be reviewed annually by the Board.
  - 3. Maximum of one (1) seat on the Board may be filled by a Social Member.
- E. Sailing Participation Membership eligibility shall be open to non-lake resident adults interested in participating in sailing as either household or individual members as defined in Article I (C). They shall have all rights and privileges of general members except:
  - 1. Privileges subject to "BLYC launch site rules and procedures", and limited to sailing vessels participating in sanctioned events, scheduled practices or at times approved by the BLYC board only. Sailing members are not provided with gate access codes.
  - 2. Voting eligibility of all Sailing Participation Members shall be reviewed annually by the Board.
  - 3. Maximum of one (1) seat of the Board may be filled by a Sailing Participation Member.
- F. Only members of good standing, shall participate in club functions. Guest privileges may be extended on such occasions as the Board of Directors determine.
- G. The Dues of the membership shall be as follows:

Ex B

1. General Membership;
    - A. Household Dues shall be established by the Board of Directors annually.
    - B. Individual Dues shall be one half of the Household dues.
  2. Social Membership dues shall be 1/3 the amount of General Membership dues - both household and individual.
  3. Sailing Participation Membership dues shall be the same as General Membership dues - both household and individual.
  4. Service Charges, Initiation Fees, or any other charges deemed essential for the operation of the BLYC shall be assessed at the discretion of the Board of Directors. There will be NO Initiation Fee charged to the children of members in good standing, becoming of age and applying for membership prior to their twenty-sixth birthday.
  5. New members admitted to membership after August 1st of any year shall pay membership fees equal to one half (1/2) of the regular annual membership fees of their class of membership for that year only.
- H. Any member may be expelled for just cause by an affirmative vote of six (6) of the seven (7) directors. Any member in arrears for payment of annual dues after July 1, shall be automatically suspended.

## **ARTICLE II - VOTING MEMBERS AND VOTING**

- A. Each household membership shall be entitled to two (2) votes, voting personally, at any membership meeting or two (mail) ballots for the election at the annual meeting.
- B. Each individual membership shall be entitled to one (1) vote, voting personally, at any membership meeting or one (mail) ballot for the election at the annual meeting.
- C. Ballots cast by mail for election at the annual meeting are to be sealed, with signature on the outside of sealed envelope, and must be received by the BLYC Secretary personally or by mail, twenty-four (24) hours prior to the set time of the annual meeting. The BLYC Secretary will hold all sealed ballots as received until the time for voting. The sealed ballots will be opened and counted, or returned to the member whose signature appears on the envelope, if he/she personally presents himself at the time of voting.
- D. There shall be no other proxy vote privilege at the annual meeting.

## **ARTICLE III - LAUNCH SITE**

- The Board of Directors shall set rules annually. These rules shall be available on the website and posted at the launch site.

Ex B

#### **ARTICLE IV - MEETINGS**

- A. The date of the annual meeting of the members of the BLYC shall be set by the Board of Directors. Twenty-five (25) voting members shall constitute a quorum. The purpose of the meeting shall be to elect directors and to consider proper business and the presentation of trophies.
- B. Special meetings of the members may be called by the Commodore, or at the written request to the secretary of any twenty-five (25) voting members.
- C. Notice of the time of all meetings of the members shall be given by the Secretary to the members at least two (2) weeks prior to the date of said meeting.
- D. Ballots will be available on the BLYC website, at said meeting or mailed to a member if requested of the Secretary in writing ten (10) days in advance of said meeting.
- E. The Board of Directors shall hold a meeting immediately following the annual membership meeting for the purpose of electing the officers. Other meetings of the directors shall be held at such time and place as shall be designated by the Commodore.

#### **ARTICLE V - DIRECTORS**

- A. The management and control of the BLYC shall be by the Board of Directors consisting of seven (7) voting members. Directors shall be elected at the annual meeting to serve a three (3) year term, may serve a consecutive three year term and cannot be re-elected to the Board for a period of one year after said second consecutive term has expired. Terms of duty on the Board will be staggered thereby giving continuity to the Board. Should it be necessary to replace a director whose term has not expired, a new director shall be elected at the next annual meeting to serve their remaining part of the original three-year term. A director elected to fulfill the unexpired term of another director may serve one additional consecutive term and then must remain off the Board of Directors for one (1) full year after completing his/her own three year term. In the case of tie votes, the nominees shall draw lots to determine the successful nominee or nominees.
- B. The immediate Past Commodore automatically becomes a non-voting member of the Board of Directors for one year if his/her three year term on the Board has expired.
- C. The Board of Directors may appoint additional Special Directors to the Board who will be non-voting members of the Board.

#### **ARTICLE VI - NOMINATING COMMITTEE AND NOMINATIONS**

- A. A slate of candidates for a three (3) year term shall be nominated and approved by a majority of the Board of Directors. Additional candidates to fill unexpired terms shall be added to the slate as needed. Said slate of candidates for the Board of Directors shall be placed on a ballot and all BLYC members will be notified at least two (2) weeks prior to the annual meeting. Sufficient room is to be left on the ballot for write-in votes.
- B. Additional nominations to the slate can be made from the floor at the annual meeting.

ExB

- C. Absentee ballots will be available to all voting members in good standing by the Secretary with approval of the Treasurer. Ballots are to be gathered and counted by two (2) voting members in good standing, not directors or nominees, appointed by the Commodore at the time of voting. A cross check tabulation must be made with no difference in totals, before announcements of the results. All ballots, including mail ballots, tally sheets, etc. are to be kept by the Secretary for no less than 30 days after the date of balloting, and they shall be available for examination by any member in good standing.

## ARTICLE VII - OFFICERS OF THE CLUB

- A. Officers of the Club shall be as follows:
- Commodore
  - Vice Commodore
  - Rear Commodore
  - Secretary
  - Treasurer
- B. Such officers shall be elected by directors immediately after the annual meeting and shall take office immediately thereafter. They shall hold their office for one (1) year and until their successors are elected. Vacancies may be filled during the year by the Board of Directors. No Commodore shall hold office for more than two consecutive years, and all officers shall be members of the Board.
- C. The Commodore shall have general charge of BLYC. He or she shall preside at all meetings, appoint committees, and generally conduct the affairs of BLYC, except as herein otherwise provided.
- D. The Vice Commodore shall assist the Commodore and shall perform the duties of the Commodore in his or her absence and shall be Chairman of the Trophy Committee.
- E. The Rear Commodore shall be responsible for all physical property of BLYC. He or she shall have all buoys and markers available for races, and shall be responsible for all other equipment necessary for the sailing of races, including starting signals, flags, cannon shells, etc. He or she shall be a member of the Race, Rules and Regatta Committee.
- F. The Secretary shall keep a record of all BLYC members. He or she shall attend all meetings of the BLYC and shall keep accurate minutes of such meeting.
- G. The Treasurer shall collect all dues and money of BLYC and shall keep an accurate account thereof. The Commodore shall approve all purchases under \$500 and all purchases over \$500.00 must be authorized by the Board of Directors in advance, and the invoice must be approved for payment by the Board of Directors.
- H. The Board of Directors may provide for such other and additional officers as may be necessary in their judgment.

EB

#### **ARTICLE VIII - RACE, RULES AND REGATTA COMMITTEE**

- A. A Race, Rules and Regatta Committee shall be appointed by the Commodore and shall include the fleet captains, X-boat and OPTI representatives, the Rear Commodore and such others as the Commodore may designate. This Committee shall outline a Racing Schedule and determine all Racing Rules applicable. Each year, this committee or the respective Fleet captains shall conduct a meeting of all Skippers to propose amendments and changes to Racing Rules.
- B. This Committee shall have complete charge of all Regattas and shall set rules and directions as they may deem necessary in conducting a Regatta.

#### **ARTICLE IX - SAILING SCHOOL COMMITTEE**

The Commodore may appoint a Sailing School Committee. This Committee shall be responsible for hiring a sailing instructor, setting the sailing school schedule, determining fees and any other duties deemed appropriate by the Race, Rules and Regatta Committee.

#### **ARTICLE X – APPEALS COMMITTEE**

The Commodore may appoint an Appeals Committee. The Appeals Committee shall review any decisions of the race judge and shall affirm, reverse, or otherwise modify the decisions of the race judge. The decision of this Committee shall be final except that, if appropriate, a decision may be appealed to the appropriate committee of the W.Y.A, I.L.Y.A. or U.S. Sailing.

#### **ARTICLE XI – TROPHY COMMITTEE**

- A. The Vice Commodore may appoint a committee.
- B. This Committee shall have charge of obtaining and maintaining suitable trophies. This Committee shall provide the Secretary with a record of all trophies and persons holding the same from time to time, and shall be in charge of presenting trophies at the annual presentation meeting.

#### **ARTICLE XII – W.Y.A AND I.L.Y.A. APPOINTMENTS**

The Board of Directors shall annually appoint delegates and alternate delegates to the W.Y.A. and I.L.Y.A

#### **ARTICLE XIII – OTHER COMMITTEES**

The Commodore shall designate such other Committees and appoint members thereof as may be necessary and convenient from time to time.

#### **ARTICLE XIV – FISCAL YEAR**

The Corporation shall have a fiscal year commencing September 1.

*Nov*

Ex B

#### **ARTICLE XV – AMENDMENTS**

These By-Laws may be amended by a two-thirds (2/3) vote of the Voting Members. No amendment shall be made unless a quorum of voting members is present at a meeting or unless notice of such proposed amendment is given in the notice calling the meeting.

#### **ARTICLE XVI – ATTENDANCE BY DIRECTORS**

Any director elected as such by members at the annual meeting, who shall miss two (2) successive meetings of the Board, or three (3) meetings in one (1) fiscal year, may be dropped from the Board of Directors and his office declared vacant by the Board, unless said Board deems his absence excusable.

EXHIBIT C

FINAL

Electronically Recorded  
4800462

WAUKESHA COUNTY, WI  
REGISTER OF DEEDS  
James R Behrend

Recorded On: 01/07/2025 3:04:25 PM

Total Fee: \$30.00 Page(s): 26  
Transfer Tax: \$0.00

The above recording information verifies that  
this document has been electronically  
recorded and returned to the submitter.

This instrument was drafted by  
and should be returned to:  
Brad Dallet  
Husch Blackwell LLP  
511 N. Broadway, Suite 1100  
Milwaukee, WI 53202

## DRIVEWAY EASEMENT AGREEMENT

Parcel I.D. No: See Exhibit A

THIS DRIVEWAY EASEMENT AGREEMENT ("Agreement") is made as of the date set forth on the Town's signature page below, by and among Matthew R. Bong and Suzannah M. Bong, husband and wife ("Bong"); Joseph D. Brenny and Casey H. Brenny, husband and wife ("Brenny"); Michael J. Busalacchi and Jean M. Busalacchi Revocable Trust dated May 29, 2008 ("Busalacchi"); Frederick W. Boelter and Elizabeth D. Boelter ("Boelter"); Shirley A. Jacques, Trustee of the Ray and Shirley Jacques Joint Trust dated March 16, 1999 ("Jacques"); Mark Paulek and Jeanne Hamilton (collectively, "Paulek"); Louis D. Kaiser and Ann C. Kaiser, as Trustees of the Louis D. Kaiser Revocable Trust of 1997 ("Kaiser"); Steven J. Merkow and Ann B. Merkow, as trustees of the Steven J. Merkow and Ann B. Merkow Revocable Trust dated June 5, 1996 ("Merkow"); and Beaver Lake Yacht Club Inc. ("Yacht Club"); (each, an "Owner" and collectively, "Owners"), and the Town of Merton, its designees or assigns (collectively, the "Town").

### RECITALS

- A. Bong owns that certain real estate which is legally described on the attached Exhibit A ("Bong Parcel");
- B. Brenny owns that certain real estate which is legally described on the attached Exhibit A ("Brenny Parcel");
- C. Busalacchi owns that certain real estate which is legally described on the attached Exhibit A ("Busalacchi Parcel");
- D. Boelter owns that certain real estate which is legally described on the attached Exhibit A ("Boelter Parcel");
- E. Jacques owns that certain real estate which is legally described on the attached Exhibit A ("Jacques Parcel");
- F. Paulek owns that certain real estate which is legally described on the attached Exhibit A ("Paulek Parcel");

- G. Kaiser owns that certain real estate which is legally described on the attached Exhibit A ("Kaiser Parcel");
- H. Merkow owns that certain real estate which is legally described on the attached Exhibit A ("Merkow Parcel");
- I. Yacht Club owns that certain real estate which is legally described on the attached Exhibit A ("Yacht Club Parcel");
- J. The Bong Parcel, Brenny Parcel, Busalacchi Parcel, Boelter Parcel, Jacques Parcel, Paulek Parcel, Kaiser Parcel, Merkow Parcel, and Yacht Club Parcel are all located in the Town of Merton, Waukesha County, Wisconsin, and are each referred to in this Agreement as a "Parcel" and collectively, the "Parcels";
- K. On May 13, 2024 the Town Board approved a Resolution to Vacate and Discontinue a Portion of Beaver View Road, which was subsequently recorded in the Waukesha County Register of Deeds on January 7, 2025 as Document No. 4800438 (the "Resolution");
- L. Pursuant to the Resolution, Bong is now the owner of those lands of vacated right-of-way;
- M. Each Parcel abuts some part of the "Private Road" portion of Beaver View Road that is depicted on the attached Exhibit B ("Private Road") and uses some part of the Private Road to access the public portion of "Beaver View Road" that is also depicted on the attached Exhibit B ("Public Road");
- N. The Private Road encroaches over some, but not all, of the Parcels, as further depicted on the attached Exhibit B;
- O. The Owners have all agreed to take over responsibility for such maintenance, all in accordance with this Agreement; and
- P. The Owners desire to establish for themselves, their successors and assigns and any fee owner or other occupant from time to time of any of the Parcels, certain easements, rights, privileges and restrictions.

NOW THEREFORE, the Owners hereby agree as follows:

- 1. DRIVEWAY EASEMENT.
  - (a) Each Owner of a Parcel over which the Private Road encroaches (each a "Grantor"), hereby grants to each Owner of a Parcel that requires an easement over the Grantor's portion of the Private Road to access the Public Road (each a "Grantee"), a perpetual non-exclusive easement over, across and upon the portion of the Private Road on Grantor's Parcel, to the extent necessary in order to provide such Grantee's Parcel with vehicular and pedestrian ingress and egress to and from the Public Road.
  - (b) The Owners shall not (i) interfere with, obstruct, inhibit or otherwise adversely affect one another's use and enjoyment of the Private Road or the rights granted under this

Agreement with respect to the Private Road, (ii) create any nuisance upon or illegally use the Private Road, or (iii) violate any applicable law, ordinance, rule, regulation, permit or code with respect to the Private Road or the rights granted under this Agreement with respect to the Private Road.

2. MAINTENANCE.

- (a) The Owner of the Bong Parcel ("Manager") will be solely responsible to keep, maintain, replace and repair the Private Road, in good order, condition and repair to ensure adequate vehicular and pedestrian ingress and egress, and in a clean, neat, attractive and sightly manner, keeping the Private Road reasonably free of rubbish, surface water, ice and snow, and adequately drained, together with any necessary crack filing or repaving ("Drive Maintenance"). Manager shall account for the Drive Maintenance separately for that portion of the Private Road identified as "East Drive" on the attached Exhibit B-1, and that portion of the Private Road identified as "West Drive" on the attached Exhibit B-1. The Owners shall each be responsible for their respective share of the cost of performing the Drive Maintenance, as set forth on Exhibit C. From time to time, the Manager shall invoice the other Owners for their proportionate share of such Drive Maintenance expenses. Payment shall be made within twenty (20) days after receipt of an invoice, together with copies of supporting documentation, from the Manager. If an Owner fails to make payment within such 20-day period, the amount of the payment shall accrue interest at the "prime rate" of interest in effect when the payment was due, as published in the Wall Street Journal, plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Any sum not so reimbursed by an Owner shall constitute a lien against the Owner's Parcel.
- (b) Notwithstanding the foregoing, in the event that the Manager is required to perform Drive Maintenance due to the direct acts or omissions of another Owner, other than normal and regular Drive Maintenance due to usual and customary ingress and egress purposes, then such Owner will be solely responsible for reimbursing the Manager for the expense.
- (c) Notwithstanding the foregoing, in no event shall any capital repairs or capital improvements be performed on the East Drive or the West Drive, without the prior written consent of two-thirds (2/3) of the "share" for that particular portion of the Private Road.

- 3. TOWN SNOW DEPOSIT. The Yacht Club, as owner of the real property described on Exhibit A and having Tax Key No. MRTT0394998 (the "Yacht Club North Parcel"), hereby grants the Town the right to enter the portion of the Yacht Club North Parcel further described on the attached Exhibit D for the purpose of depositing snow generated from the Public Road.
- 4. TOWN ACCESS. The Owners hereby grant the Town the right to enter and access the Private Road for the purposes of responding to emergencies, exercising the Town's snow storage rights (as set forth in Section 3 above), vehicular turnaround, or otherwise ensuring compliance with the Town's Code or carrying out any of its rights under this Agreement.
- 5. DRAINAGE. The Owners acknowledge that the Private Road currently provides stormwater drainage from properties to the north to Beaver Lake. The Owners shall not in any way interfere

with or obstruct the current stormwater drainage without the Town's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. The Owners agree that the Town may remove any obstructions to such stormwater drainage that have been placed or permitted upon the Private Road after the execution of this Agreement, and the Town is under no obligation to repair or replace any such obstruction within the Private Road that has been created or occurred after the execution of this Agreement, unless the parties otherwise agree in writing.

6. NO ALTERATION. The Owners shall not alter the topography or grading of the Private Road, without the Town's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. The Owners shall not in any way reduce the width of the paved portion of the Private Road from its current width as of the date of this Agreement.
7. NO TAKING. By signing this Agreement, the Owners agree that this Agreement, and all easements granted to the Town under this Agreement, shall not be deemed or construed as an act of condemnation or taking, and the Owners waive their rights under Wis. Stat. Chapter 32.
8. COVENANTS RUN WITH THE LAND. The easements, rights, privileges, covenants, conditions and restrictions contained herein shall be deemed to be covenants running with the land. If any Parcel is hereinafter divided into two or more lots, all of the Owners of said Parcel shall be entitled to the benefits of the easements, rights and privileges granted hereunder and all of said Owners shall be burdened by the easements, rights and privileges imposed hereunder. Nothing in this Agreement shall prohibit or restrict an Owner from dividing its Parcel into two or more lots in accordance with applicable governmental ordinances. The easements, covenants, rights, privileges, benefits and obligations created hereby shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns; provided, however, that upon the transfer of ownership of any Parcel, the liability of the transferor for breach of any covenant or obligation occurring thereafter shall automatically terminate.
9. TERMINATION OF EXISTING EASEMENTS. All prior easements for the right to use the Private Road, whether recorded in a deed or unrecorded, including but not limited to the easement rights described in any documents referencing the right to use a 20' or 25' wide roadway, in Warranty Deed recorded in Volume 889, on Page 355, as document no. 549013, in Warranty Deed recorded in Volume 716, Page 313, as document no. 444994 and in document no. 389980, are hereby terminated. This Section does not apply to any existing easements granted to the Town.
10. DURATION. Each easement, covenant, restriction and undertaking of this Agreement shall be perpetual.
11. MODIFICATION PROVISIONS. This Agreement may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the consent of all Owners, their successors or assigns. Any modification shall be in writing and duly recorded in the office of the Register of Deeds of Waukesha County. Modifications to this Agreement shall not require the written consent of the Town, unless such modifications are to Sections 3-7 above. The Manager shall provide to the Town a copy of any amendment or modification to this Agreement that is recorded in the Waukesha County Register of Deeds.

12. **NOTICES.** Notices or other communication hereunder shall be in writing and shall be sent to each Owner's last known address, via certified or registered mail, return receipt requested, or by nationally recognized overnight courier company, providing for delivery with a receipt for the initial parties subject to the terms and provisions of this Agreement. Notice shall be deemed given upon receipt or refusal to accept delivery. Each Owner may change from time to time its address for notices hereunder by delivery of a change of address notice in the manner specified herein or to add additional parties in the case of a sale of all or a portion of its Parcel.
13. **INDEMNITY/RELEASE.** The Owners of each Parcel shall indemnify, defend and hold one another harmless against, and release each other from, all claims for injury or death to persons or damage to or loss of property due to the negligence or willful misconduct of such Owner. This indemnification and release shall be applicable notwithstanding any party's failure to insure as required herein.
14. **INSURANCE.** Each Owner of a Parcel shall maintain (or cause its occupant to maintain) in full force and effect throughout the term of this Agreement, a comprehensive public liability insurance policy covering all of the Private Road on such Owner's Parcel with a combined single limit of \$2,000,000 for injury to or death of persons and loss of or damage to property. Each Owner of a Parcel and, if requested by an Owner, such Owner's mortgagee or mortgagees, shall be named as an additional insured on such policy and a certificate evidencing such coverage shall be furnished to each other Owner concurrently with an Owner's acquisition of a Parcel and not less than thirty (30) days prior to the expiration of the term of such coverage.
15. **ENFORCEMENT.** The Owners, and their successors and assigns, shall have the right to enforce all of the terms of this Agreement, and both parties may exercise any and all available remedies, including, without limitation, the right to enjoin any violation by any Owner. The Owners, and their successors and assigns, shall have the right to recover any and all costs and expenses that it incurs in connection with any attempt to enforce this Agreement, including reasonable attorneys' fees. Nothing in this Section shall prohibit or in any way limit the Town's right to enforce any of its rights under this Agreement.
16. **SELF-HELP.** In addition to all other remedies available in law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice (except in the case of an emergency, in which case the breach shall be cured as soon as reasonably possible after receiving written notice) thereof by a non-defaulting Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner shall commence such cure within such 30-day period, and thereafter diligently prosecute such cure to completion), then the non-defaulting Owner(s) shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable documented costs thereof, together with interest, at the "prime rate" of interest in effect when the payment was due, as published in the Wall Street Journal, plus five (5%) percent (not to exceed the maximum rate of interest allowed by law). Any sum not so reimbursed by the defaulting Owner shall constitute a lien against such Owner's Parcel.
17. **NO MERGER.** Notwithstanding any Owner's ownership of all of multiple Parcels as of the date of this Agreement, the easements, covenants and restrictions granted and declared under this Agreement shall burden and benefit each Parcel individually, without merger as a result of such

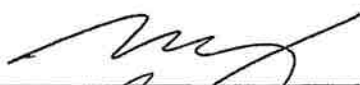
common ownership, and upon conveyance of a Parcel so that such Parcel ceases to be under common ownership, neither the Owner conveying said Parcel nor the Owner acquiring said Parcel shall need to execute additional documentation to evidence the existence of said easements, and said easements shall relate back to and shall be deemed to have been created as of the date this Agreement is recorded.

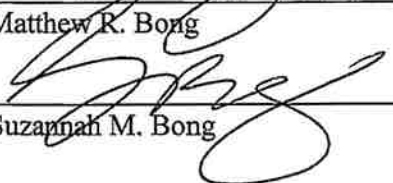
18. MISCELLANEOUS. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion thereof shall remain in full force and effect. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its conflicts of law rules. This Agreement shall be subject to all easements, restrictions and other matters of record affecting the Parcels, and the Owners agree to be bound by and comply with such matters. The Recitals of this Agreement, including all defined terms contained in the Recitals, are incorporated into, and made part of, this Agreement. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same document. No delay or omission by the Town in exercising any right arising under this Agreement shall be construed to be a waiver of the right or power. If any provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect. Nothing in this Agreement shall authorize any use or activity on the Parcels that would otherwise first require the approval of the Town of Merton or any other governmental entity.

IN WITNESS WHEREOF, this Agreement has been executed as of the date signed by the Town below.

[signature page to follow]

BONG SIGNATURE PAGE

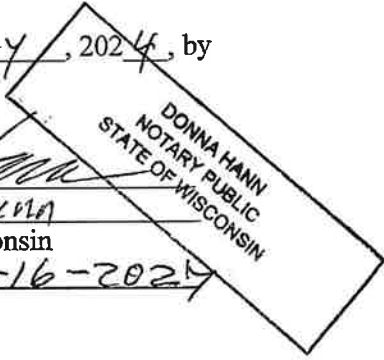
  
 \_\_\_\_\_  
 Matthew R. Bong

  
 \_\_\_\_\_  
 Suzannah M. Bong

STATE OF WISCONSIN                    )  
                                                   ) ss  
 COUNTY OF Wauchesa            )

This instrument was acknowledged before me on the 15<sup>th</sup> day of May, 2024, by  
 Matthew R. Bong and Suzannah M. Bong.

  
 Name: Donna Hann  
 Notary Public, State of Wisconsin  
 My Commission: 3-16-2024



BRENNY SIGNATURE PAGE

  
Joseph D. Brenny

  
Casey H. Brenny

STATE OF WISCONSIN                    )  
                                                  ) ss  
COUNTY OF Kenosha )

This instrument was acknowledged before me on the 31 day of May, 2024, by Joseph D. Brenny and Casey H. Brenny.



Holly R Claas  
Name: Holly R Claas  
Notary Public, State of Wisconsin  
My Commission: 5/13/2028

Exc

BUSALACCHI SIGNATURE PAGE

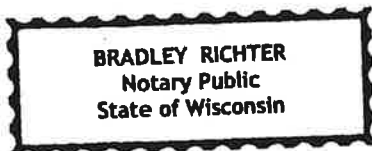
MICHAEL J. BUSALACCHI AND JEAN M. BUSALACCHI  
REVOCABLE TRUST DATED MAY 29, 2008

By: [Signature]  
Name: MIKE BUSALACCHI  
Its: Trustee

By: [Signature]  
Name: JEAN M. BUSALACCHI  
Its: Trustee

STATE OF WISCONSIN                    )  
                                                  ) ss  
COUNTY OF WAUKESHA            )

This instrument was acknowledged before me on the 24 day of MAY, 2024, by  
MICHAEL BUSALACCHI and JEAN BUSALACCHI as Trustees of the Michael J. Busalacchi and Jean M.  
Busalacchi Revocable Trust dated May 29, 2008.



[Signature]  
Name: BRADLEY RICHTER  
Notary Public, State of Wisconsin  
My Commission: My Commission Expires  
September 18, 2026

Exc

BOELTER SIGNATURE PAGE

Frederick W. Boelter

Frederick W. Boelter

Elizabeth D. Boelter

Elizabeth D. Boelter

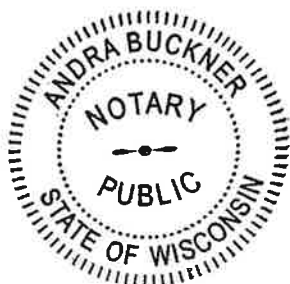
STATE OF WISCONSIN                    )  
                                                  ) ss  
COUNTY OF Waukesha            )

This instrument was acknowledged before me on the 14<sup>th</sup> day of May, 2024, by  
Frederick W. Boelter and Elizabeth D. Boelter.

Andra Buckner

Name: Andra Buckner  
Notary Public, State of Wisconsin

My Commission: Expires 5/11/2025



ExC

JACQUES SIGNATURE PAGE

RAY AND SHIRLEY JACQUES JOINT TRUST DATED MARCH 16, 1999

By: Shirley A. Jacques  
Name: Shirley A. Jacques  
Its: Trustee

STATE OF WISCONSIN                    )  
                                                  ) ss  
COUNTY OF Waukesha            )

This instrument was acknowledged before me on the 17 day of May, 2024, by Shirley A. Jacques as Trustee of the Ray and Shirley Jacques Joint Trust dated March 16, 1999.



Name: Amanda Scelippo

Notary Public, State of Wisconsin  
My Commission: 3/30/28

Exc

PAULEK SIGNATURE PAGE

  
Mark Paulek  
  
Jeanne Hamilton

STATE OF WISCONSIN )  
COUNTY OF Waushara ) ss

This instrument was acknowledged before me on the 7 day of JUNE, 2024, by  
Mark Paulek and Jeanne Hamilton.

  
Name: Chiquita Matheny  
Notary Public, State of Wisconsin  
My Commission: 4-11-2028



Ex C

LOUIS D. KAISER REVOCABLE TRUST OF 1997

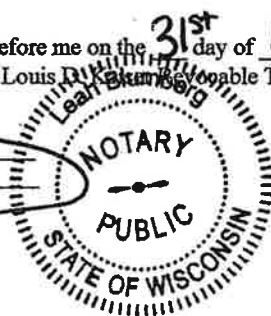
By: Louis D. Kaiser  
Name: Louis D. Kaiser  
Its: Trustee

By: Ann C. Kaiser  
Name: Ann C. Kaiser  
Its: Trustee

STATE OF WISCONSIN )  
 ) ss  
COUNTY OF Waukesha )

This instrument was acknowledged before me on the 31<sup>st</sup> day of May, 202A, by Louis D. Kaiser and Ann C. Kaiser, as Trustees of the Louis D. Kaiser Revocable Trust of 1997.

Leah Blumberg  
Name: Leah Blumberg  
Notary Public, State of Wisconsin  
My Commission: 10118124



☐

MERKOW SIGNATURE PAGE

STEVEN J. MERKOW AND ANN B. MERKOW  
REVOCABLE TRUST DATED JUNE 5, 1996

By: \_\_\_\_\_  
Name: Steven J. Merkow  
Its: Trustee

By: \_\_\_\_\_  
Name: Ann B. Merkow  
Its: Trustee

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MERKOW SIGNATURE PAGE

STEVEN J. MERKOW AND ANN B. MERKOW  
REVOCABLE TRUST DATED JUNE 5, 1996

By: Steven J. Merkow  
Name: Steven J. Merkow  
Its: Trustee

By: Ann B. Merkow  
Name: Ann B. Merkow  
Its: Trustee



STATE OF WISCONSIN )  
COUNTY OF Waukesha ) ss

This instrument was acknowledged before me on the 15 day of May, 2024, Steven J. Merkow and Ann B. Merkow, as trustees of the Steven J. Merkow and Ann B. Merkow Revocable Trust dated June 5, 1996.

Name: Jill K. Smith  
Notary Public, State of Wisconsin  
My Commission: 12.1.24

Exc

YACHT CLUB SIGNATURE PAGE

BEAVER LAKE YACHT CLUB INC.

By: [Signature]  
Name: Richard C. Galle  
Its: Commonsone - Beaver Lake Yacht Club

STATE OF WISCONSIN )  
COUNTY OF Waukegan ) ss

This instrument was acknowledged before me on the 29 day of May, 2024, by  
\_\_\_\_\_ as the \_\_\_\_\_ of Beaver Lake Yacht Club Inc.

[Signature]  
Name: Aleca E. Walker  
Notary Public, State of Wisconsin  
My Commission: 02/26/2024

The approval of this Driveway Easement Agreement is subject to:

- a) Defining the "Town Snow Deposit Area" – as the land defined by the land survey dated May 08, 2024, Drawing No. 5310.10.tjs as prepared by Chaput Land Surveys, 234 Florida Street, Milwaukee WI 53204, and
- b) The Memorandum of Understanding entered into on May 13, 2024 between the Town of Merton and Beaver Lake Yacht Club (BLYC) and further describing the improvements the Town of Merton agrees to perform to improve the entrance of the BLYC land in 2024 and 2025.

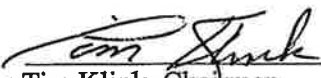
R.C.G.



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TOWN OF MERTON

By:   
Name: Tim Klink, Chairman

By:   
Name: Donna Hann, Clerk

STATE OF WISCONSIN                    )  
                                                  ) ss  
COUNTY OF WAUKESHA                )

This instrument was acknowledged before me on the 12 day of June, 20224, Tim Klink and Donna Hann, Chairman and Clerk of the Town of Merton, respectively.



  
Name: Holly R. Claas  
Notary Public, State of Wisconsin  
My Commission: May 13th, 2028

ENC

## EXHIBIT A

### **Legal Description of Parcels**

#### **Bong Parcel:**

##### **PARCEL 1:**

That part of the East 1/2 of the Northwest 1/4 of Section 27, Township 8 North, Range 18 East, Town of Merton, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at a point on the East 1/8th line, said point being 814.00 feet South on the North line of said Section 27; thence South 79° 15' East 340.80 feet; thence South 19° 45' West on the R/W of road 477.86 feet; thence South 50° 07' West 13.97 feet; thence North 81° 33' West 165.83 feet; thence North 01° 00' East 501.00 feet to the point of beginning.

ALSO, that part of the East 1/2 of the Northwest 1/4 of Section 27, Township 8 North, Range 18 East, Town of Merton, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at a point on the East 1/8th line, said point being 814.09 (*previous deed and tax roll state 814.00*) feet of the North line of said Section; thence South 79° 15' East 361.05 feet; thence South 19° 45' West 25.30 feet to the point of beginning of this description; thence continuing South 79° 15' East on the Southerly R/W of road 251.12 feet; thence South 30° 15' West 168.63 feet; thence North 64° 41' West 119.90 feet; thence North 77° 02' West 97.99 feet; thence North 19° 45' East on Easterly R/W of road 126.70 feet to the point of beginning.

ALSO, that part of the East 1/2 of the Northwest 1/4 of Section 27, Township 8 North, Range 18 East, Town of Merton, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at a point on the East 1/8th line, said point being 814 feet South of the North line of said Section; thence South 79° 15' East, 361.05 feet; thence South 19° 45' West, 282.00 feet to the point of beginning of this description; thence South 70° 15' East 192.53 feet; thence South 30° 15' West 111.44 feet; thence South 05° 37' East, 45.42 feet; thence South 36° 12' East, 174.39 feet; thence South 56° 43' West on meander line on shore of Beaver Lake 155.43 feet; thence North 14° 09' 30" West, 115.39 feet; thence North 22° 34' 30" West, 53.00 feet; thence North 45° 34' 30" West, 38.05 feet; thence North 13° 28' West, 135.72 feet; thence North 87° 10' West, 34.68 feet; thence North 19° 45' East, 117.90 feet, including lands between meander line and shore of Beaver Lake.

##### **PARCEL 2:**

ALSO, that part of the East 1/2 of the Northwest 1/4 of Section 27, Township 8 North, Range 18 East, Town of Merton, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at a point on the 1/8th line, said point being 814.00 feet South of the North line of said 1/4 Section; thence South 79° 15' 00" East, 361.05 feet to a point; thence South 19° 45' 00" West, 282.00 feet to a point; thence South 70° 15' 00" East 175.53 feet to the point of beginning of the land to be described; thence North 32° 17' 00" East, 134.36 feet to a point; thence South 64° 41' 00" West, 12 feet to a point; thence South 30° 15' 00" West 132.21 feet to a point; thence North 70° 15' 00" West, 17.00 feet to the point of beginning.

##### **PARCEL 3:**

That part of the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 8 North, Range 18 East, in the Town of Merton, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said Northwest 1/4; thence South 00° 45' 43" West, along the East line of said Northwest 1/4, 1080.72 feet to a point; thence North 80° 16' 27" West, 737.53 feet to the place of beginning of

Exc

the lands to be described; thence South 29° 51' 53" West, 167.58 feet to a point; thence North 66° 05' 32" West, 17.34 feet to a point; thence North 28° 27' 28" East, 57.99 feet to a point; thence North 24° 34' 12" East, 82.17 feet to a point; thence North 11° 04' 56" West, 11.66 feet to a point; thence North 39° 49' 15" West, 13.24 feet to the South line of Beaver View Road; thence South 79° 24' 33" East, 49.06 feet to the place of beginning

Property Address: N61 W30697 Beaver View Road, Hartland, WI 53029  
Tax Key Number: MRTT 0394.982

**Brenny Parcel:**

All that part of the East 1/2 of the Northwest 1/4 of Section 27, Township 8 North, Range 18 East, in the Town of Merton, County of Waukesha, State of Wisconsin, bounded and described as follows, to wit: Commencing at a point on the West 1/16 line, said point being 814.00 feet South 1° 00' West of North line of Northwest 1/4 of said Section 27; thence South 79° 15' East 361.05 feet to a point; thence South 19° 45' West along the East line of a 20 foot wide right of way 152.23 feet to the point of beginning; thence continuing along said East line 130.00 feet to a point; thence South 70° 15' East 175.53 feet to a point; thence North 32° 17' East 134.36 feet to a point; thence North 64° 41' West 107.90 feet to a point; thence North 77° 02' West 97.99 feet to the point of beginning.

Property Address: N62 W30685 Beaver View Road, Hartland, WI 53029  
Tax Key Number: MRTT 0394.983

**Busalacchi Parcel:**

Lot 1 of Certified Survey Map No. 11120 recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, on November 12, 2013 in Book 109, at Pages 129-132, as Document No. 4053307, being a subdivision of part of the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 8 North, Range 18 East, Town of Merton, County of Waukesha, State of Wisconsin. TOGETHER WITH that part of vacated Beaver View Road described in Resolution recorded May 7, 2013 as Document No. 4010992.

Property Address: N62 W30625 Beaver View Road, Hartland, WI 53029  
Tax Key Number: MRTT 0394.988.001

**Boelter Parcel:**

All that tract or parcel of land situated in the East 1/2 of the Northwest 1/4 of Section 27, Township 8 North, Range 18 East, in the Town of Merton, County of Waukesha, State of Wisconsin, described as follows: Commencing at a point in the East 1/8th line, said point being 814 feet South of the North line of Section 27; thence South 79° 15' East, 703 feet; thence South 0° 11' West, 25 feet to the South line of a private drive, now a Town Road; thence North 79° 15' West on the South line of said road, 72.93 feet; thence South 30° 15' West on the Southeasterly line of said road, 177.02 feet to the place of beginning of the description; thence continuing South 30° 15' West on the Southerly line of said road, 131.65 feet; thence South 44° 14' East, 164.05 feet to a point which is 8 feet from the waters edge; thence North 48° 46' East along the shore of the lake, 80 feet to a point which is 8 feet from the waters edge; thence North 31° 14' West, 208.8 feet to the place of beginning.

EXCEPTING THEREFROM those lands conveyed by Warranty Deed recorded June 3, 1966 in Volume 1050, Page 573 as Document No. 663420 and described as follows: All that part of the East 1/2 of the Northwest 1/4

Exc

of Section 27, Township 8 North, Range 18 East, in the Town of Merton, County of Waukesha, State of Wisconsin, bounded and described as follows, to-wit: Commencing at a point in the East 1/8th line, said point being 814.00 feet South of the North line of said Section 27, thence South 79° 15' East 703.00 feet to a point; thence South 00° 11' West 25.00 feet to a point; thence North 79° 15' West 72.93 feet to a point; thence South 30° 15' West 296.35 feet to the point of beginning; thence continuing South 30° 15' West 12.32 feet to a point; thence South 44° 14' East 164.05 feet to a point in the meander line along the shore of Beaver Lake; thence North 40° 57' West 78.12 feet to a point in the center of a well; thence North 39° 27' West 89.71 feet to the point of beginning.

Property Address: N62 W30649 Beaver View Road, Merton, WI 53029  
Tax Key Number: MRTT 0394.985

**Jacques Parcel:**

All that part of the East 1/2 of the Northwest 1/4 of Section 27, in Township 8 North, Range 18 East, in the Town of Merton, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at a point in the East 1/8th line, said point being 814 feet South of the North line of Section 27, Town 8 North, Range 18 East, thence South 79° 15' East 703.00 feet to a point; thence South 00° 11' West 25.00 feet to the South line of a private driveway; thence North 79° 15' West 72.93 feet along the South line of said driveway to a point; thence South 30° 15' West along the Southeasterly line of said driveway 308.67 feet to the point of beginning of the parcel of land hereinafter described; continuing thence South 30° 15' West along said line 107.00 feet to a point; thence South 53° 28' East 153.20 feet to a point; thence North 34° 25' East 80.00 feet to a point; thence North 44° 14' West 164.05 feet to the point of beginning.

**ALSO:**

All that part of the East 1/2 of the Northwest 1/4 of Section 27, Township 8 North, Range 18 East, in the Town of Merton, County of Waukesha, State of Wisconsin, bounded and described as follows, to-wit: Commencing at a point in the East 1/8th line, said point being 814.00 feet South of the North line of said Section 27, thence South 79° 15' East 703.00 feet to a point; thence South 00° 11' West 25.00 feet to a point; thence North 79° 15' West 72.93 feet to a point; thence South 30° 15' West 296.35 feet to the point of beginning; thence continuing South 30° 15' West 12.32 feet to a point; thence South 44° 14' East 164.05 feet to a point in the meander line along the shore of Beaver Lake; thence North 40° 57' West 78.12 feet to a point in the center of a well; thence North 39° 27' West 89.71 feet to the point of beginning.

Property Address: N62 W30661 Beaver View Road, Hartland, WI 53029  
Tax Key Number: MRTT 0394.986

**Paulek Parcel:**

All that part of the East 1/2 of the Northwest 1/4 of Section 27, Township 8 North, Range 18 East, Town of Merton, County of Waukesha, State of Wisconsin, which is bounded and described as follows: Commencing at a point in the 1/8th line, said point being 814 feet South of the North line of Section 27, Township 8 North, Range 18 East; thence South 1° 00' West (along land described in Volume 448 of Deeds, Page 510) 551 feet to the place of beginning of this description; thence continuing South 1° West, 140 feet to a point 10 feet from water's edge of Beaver Lake; thence South 43° 02' East along bank of Beaver Lake, 60 feet; thence South 54° 22' East along bank of Beaver Lake, 15 feet to a point which is 6 feet from water's edge; thence North 27° 35' East, 193.8 feet; thence North 81° 33' West, 142 feet to the place of beginning.

**ALSO:**

All that part of the East 1/2 of the Northwest 1/4 of Section 27, Township 8 North, Range 18 East, Town of Merton, County of Waukesha, State of Wisconsin, which is bounded and described as follows: Commencing at a point in the 1/8th line which is 1315 feet South 1° 00' West of the North line of said 1/4 Section; running thence South 81° 33' East, 165.83 feet to a point in the Westerly line of a 20 foot roadway; thence South 50° 07' West on and along said Westerly line of a 20 foot roadway, 66.37 feet to a point; thence North 81° 33' West, 115.23 feet to a point in the 1/8th line; thence North 81° 00' East on and along the 1/8th line, 50.00 feet to the place of beginning.

Property Address: N61 W30735 Beaver View Road, Hartland, WI 53029

Tax Key Number: MRTT 0394.978

**Kaiser Parcel:**

**PARCEL 1:**

All that tract or parcel of land situated in the East 1/2 of the Northwest 1/4 of Section 27, in Township 8 North, Range 18 East, in the Town of Merton, County of Waukesha, State of Wisconsin, described as follows: Commencing at a point in the West 8th line, said point being 814 feet South of the North line of Section 27; thence South 1° 00' West (along land described in Volume 448 of Deeds, on Page 510), 551 feet; thence South 81° 33' East, 142 feet to the place of beginning of this description; thence South 27° 35' West, 193.8 feet to a point which is 6 feet from waters edge of Beaver Lake; thence along the bank of Beaver Lake, South 56° 17' East, 30 feet; thence continuing along the bank of Beaver Lake, South 62° 09' East, 50 feet to a point 5 feet from waters edge; thence North 23° 43' East, 211.9 feet; thence North 74° 45' West 67.2 feet to the place of beginning. Together with all lands between the shore of Beaver Lake and courses designated South 56° 17' East, 30 feet and South 62° 09' East, 50 feet, it being the intent hereof to transfer and convey the tract of land above described, having 80 feet frontage on Beaver Lake, together with all buildings and improvements thereon.

**PARCEL 2:**

All that part of the East 1/2 of the Northwest 1/4 of Section 27, in Township 8 North, Range 18 East, in the Town of Merton, County of Waukesha, State of Wisconsin, bounded and described as follows: Beginning at the Northeast corner of that parcel of land described in Document No. 373005, in Volume 588, on Page 373, and running thence North 08° 15' East, 146.44 feet to a point; thence North 87° 10' West 21.90 feet to a point; thence South 25° 58' West 90.05 feet to a point; thence South 27° 44' 30" West 52.53 feet to a point; thence South 74° 45' East along the Northerly line of above described parcel in Document No. 373005, 67.2 feet to the point of beginning.

Property Address: N61 W30721 Beaver View Road, Hartland, WI 53029

Tax Key Number: MRTT 0394.979

**Merkow Parcel:**

That part of the East 1/2 of the Northwest 1/4 of Section 27, Town 8 North, Range 18 East, in the Town of Merton, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at a point in the West 1/16 line, said point being 814.00 feet South 1° 00' West of the North line of the Northwest 1/4 of said Section 27, Town 8 North, Range 18 East; thence South 79° 15' East 361.75 feet to the center line of a 20.00 foot road; thence South 19° 45' West on the center line of said road 362.55 feet; thence continuing along the center line of said road South 00° 36' East 194.00 feet to the end of the road and the place of beginning of the

Exc

lands hereby conveyed; thence South 67° 15' East 32.10 feet; thence South 7° 00' West 180.00 feet to a point 6.00 feet from the shore of Beaver Lake; thence along the bank of said Lake North 86° 37' West 116.40 feet to a point 6.00 feet from the shore of said Lake; thence North 23° 43' East 211.90 feet; thence South 67° 15' East 25.40 feet to the center line of said 20.00 foot road and the place of beginning.

Property Address: N61 W30709 Beaver View Road, Hartland, WI 53029

Tax Key Number: MRTT 0394.980

AND

All that part of the East 1/2 of the Northwest 1/4 of Section 27, Town 8 North, Range 18 East, in the Town of Merton, County of Waukesha, State of Wisconsin, bounded and described as follows: Beginning at the Northeast corner of parcel of land described in Document No. 444994, Volume 716, Page 313, Waukesha County Deeds, and running thence South 7° 00' West along the Easterly line of said parcel 180.00 feet to a point; thence North 85° 50' 30" East 71.43 feet to a point; thence North 69° 50' 30" East 58.57 feet to a point; thence North 14° 09' 30" West 115.39 feet to a point; thence North 22° 34' 30" West 53.00 feet to a point; thence North 45° 34' 30" West 38.05 feet to a point; thence North 13° 28' West 135.72 feet to a point; thence North 87° 10' West 28.43 feet to a point; thence South 8° 15' West 146.44 feet to the Northwest corner of said parcel; thence South 67° 15' East along the Northerly line of said parcel 57.50 feet to the point of beginning. ALSO including the land between the above-described parcel and the shore of Beaver Lake.

Property Address: Beaver View Road, Hartland, WI

Tax Key Number: MRTT 0394.981

**Yacht Club Parcel:**

All that part of the East 1/2 of the Northwest 1/4 of Section 27, Township 8 North, Range 18 East, Town of Merton, County of Waukesha, State of Wisconsin, bounded and described as follows, to-wit: Commencing at a point in the East 1/8 line, said point being 814.00 feet South of the North line of said Section 27; thence South 79° 15' East 703.00 feet to a point; thence South 00° 11' West 25.00 feet to a point; thence North 79° 15' West 72.93 feet to a point; thence South 30° 15' West 415.67 feet to the point of beginning; thence South 53° 28' East 153.20 feet to a point; thence South 28° 52' West and on a meander line along the shore of Beaver Lake 100.00 feet to a point; thence North 36° 12' West 137.90 feet to a point; thence North 5° 37' East 67.90 feet to the point of beginning.

ALSO, INCLUDING all that land that lies between the above described meander line and the shore of Beaver Lake that lies between the Northerly and Southerly lines of the above described parcel extended to the shore of Beaver Lake.

Property Address: Beaver View Road, Merton, WI

Tax Key Number: MRTT 0394.984 [SOUTH PARCEL]

AND

All that part of the Northeast 1/4 of the Northwest 1/4 of Section 27, Town 8 North, Range 18 East, Town of Merton, County of Waukesha, State of Wisconsin, bounded and described as follows, to-wit: Commencing at the intersection of the West 1/8th line and the North line of said Section 27 and thence running South 1° 00' West along said West 1/8th line 689.17 feet to the point of beginning; thence continuing South 1° 00' West

Exc

along said line 124.83 feet to a point; thence South  $79^{\circ} 15'$  East 708.15 feet to a point; thence North  $1^{\circ} 00'$  East 124.83 feet to a point; thence North  $79^{\circ} 15'$  West 708.15 feet to the point of beginning.

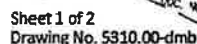
Property Address: Beaver View Road, Merton, WI

Tax Key Number: MRTT 0394.998 [NORTH PARCEL]

(REPEAT)

## Exhibit B

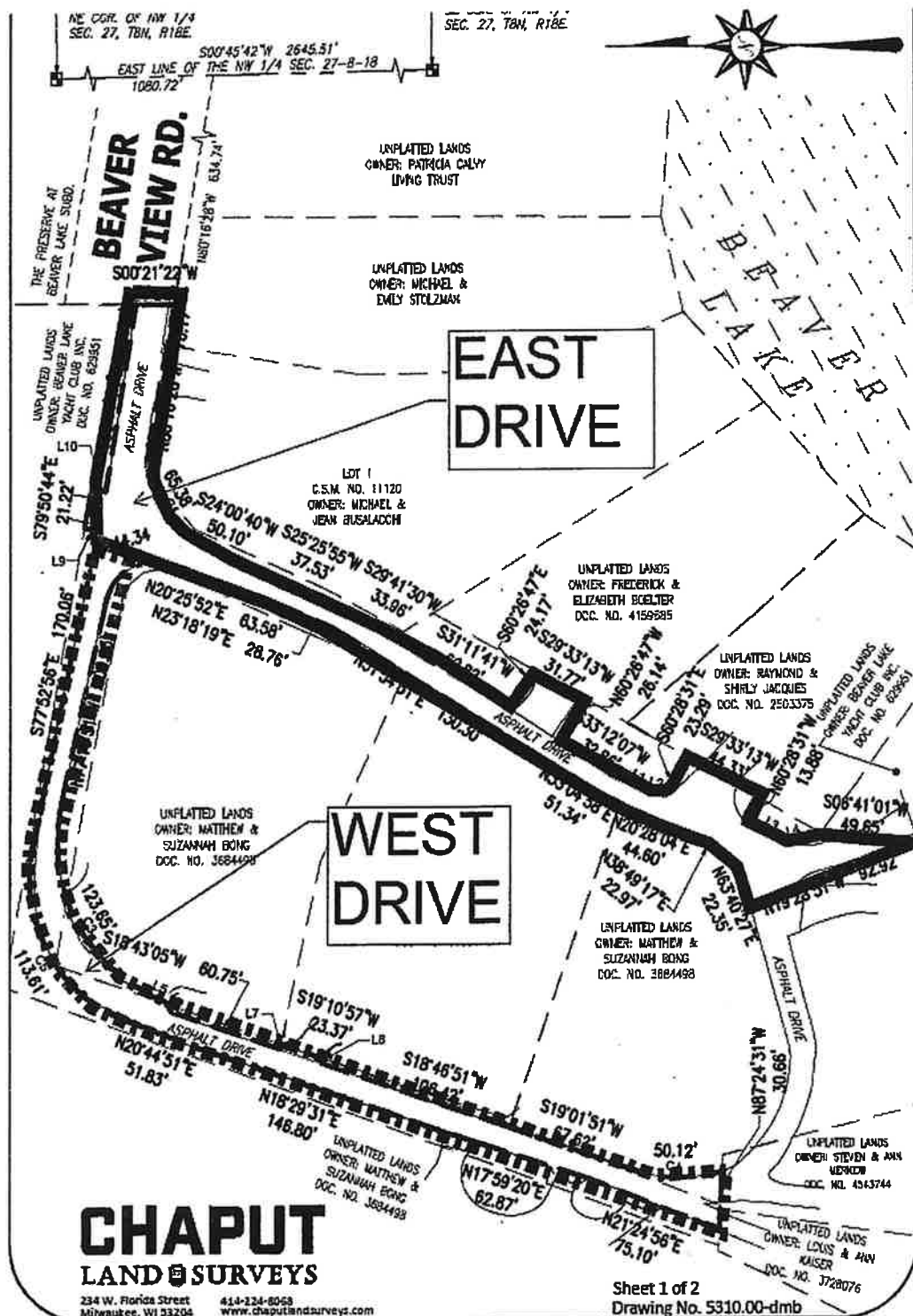
### Depiction of Private Road



Exc

Exhibit B-1

Depiction of East Drive/West Drive



ExC

**Exhibit C**  
**Maintenance Share**

| Owner             | Share |
|-------------------|-------|
|                   |       |
| <b>East Drive</b> |       |
| Yacht Club (2)    | 1/3   |
| Busalacchi        | 1/6   |
| Boelter           | 1/6   |
| Jacques           | 1/6   |
| Bong              | 1/6   |
|                   |       |
| <b>West Drive</b> |       |
| Bong (2)          | 1/3   |
| Brenny            | 1/6   |
| Merkow            | 1/6   |
| Kaiser            | 1/6   |
| Paulek            | 1/6   |

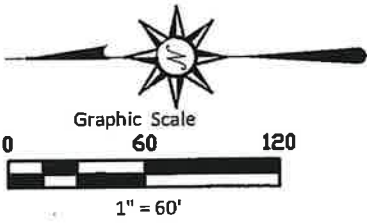
# EXHIBIT D

## SITE ADDRESS

Situated on Beaver View Road, Town of Merton, Waukesha County, Wisconsin

## DATE

May 8, 2024



THE PRESERVE AT BEAVER  
LAKE SUBD.

**BLVC**  
**2 ACRES**

UNPLATTED LANDS  
OWNER: BEAVER LAKE  
YACHT CLUB INC.  
DOC. NO. 629951

**SNOW STORAGE**



CONC. MON. WITH  
BRASS CAP  
NE COR. OF NW 1/4  
SEC. 27, T8N, R18E.

CONC. MON. WITH  
BRASS CAP  
SE COR. OF NW 1/4  
SEC. 27, T8N, R18E.

S00°45'42"W 2645.51'  
EAST LINE OF THE NW 1/4 SEC. 27-B-18  
1080.72'

**BEAVER  
VIEW RD.**

S00°45'42"W 2645.51'

EAST LINE OF THE NW 1/4 SEC. 27-B-18

1080.72'

N80°16'28"W 634.74'

S00°21'22"W 20.29'

UNPLATTED LANDS  
OWNER: MICHAEL & EMILY  
STOLZMAN

LOT 1  
C.S.M. NO. 11120  
OWNER: MICHAEL & JEAN  
BUSALACCHI

UNPLATTED LANDS  
OWNER: MATTHEW &  
SUZANNAH BONG  
DOC. NO. 3684498

**CHAPUT**  
**LAND SURVEYS**

234 W. Florida Street  
Milwaukee, WI 53204

414-224-8068  
www.chaputlandsurveys.com

Date: May 8, 2024  
Drawing No. 5310.10-tjs