

LEGISLATIVE COMMITTEE MEETING

City of Kaukauna
Council Chambers
Municipal Services Building
144 W. Second Street, Kaukauna



Monday, March 02, 2026 at 6:20 PM

AGENDA

In-Person and Remote Teleconference via ZOOM

1. Correspondence.
2. Discussion Topics.
 - [a.](#) Request for Vacating Easement – 37 Ash Grove Place.
 - [b.](#) Ordinance 1949-2026 Ordinance Amending Section 12.01(1) Fermented Malt Beverages.
 - [c.](#) Ordinance 1950-2026 Ordinance Amending Section 12.03(3) Classes of Licenses and Fees.
 - [d.](#) Resolution 2026-5500 Resolution Authorizing Execution and Recording a Satisfaction and Release of the Development Agreement Recorded as Document No. 2051494.
 - [e.](#) Resolution 2026-5501 Resolution Authorizing the sale of Real Estate to the Wisconsin Department of Transportation.
3. Adjourn.

NOTICES

Legislative Committee - Notice is hereby given this is a public meeting of the Legislative Committee. As such, all members or a majority of the City's Common Council and Standing Committees will likely be in attendance. While members of the Common Council or any Standing Committees may participate in discussions, only the Legislative Committee will take formal action.

IF REQUESTED THREE (3) DAYS PRIOR TO THE MEETING, A SIGN LANGUAGE INTERPRETER WILL BE MADE AVAILABLE AT NO CHARGE.

MEETING ACCESS INFORMATION:

You can access this meeting by one of three methods: from your telephone, computer, or by an app. Instructions are below.

To access the meeting by telephone:

1. Dial 1-312-626-6799
2. When prompted, enter Meeting ID 234 605 4161 followed by #
3. When prompted, enter Password 54130 followed by #

To access the meeting by computer:

1. Go to <http://www.zoom.us>
2. Click the blue link in the upper right hand side that says Join a Meeting
3. Enter Meeting ID 234 605 4161
4. Enter Password 54130
5. Allow Zoom to access your microphone or camera if you wish to speak during the meeting

To access the meeting by smartphone or tablet:

1. Download the free Zoom app to your device
2. Click the blue button that says Join a Meeting
3. Enter Meeting ID 234 605 4161
4. Enter Password 54130
5. Allow the app to access your microphone or camera if you wish to speak during the meeting

Members of the public will be muted unless there is an agenda item that allows for public comment or if a motion is made to open the floor to public comment.



MEMO

PLANNING AND COMMUNITY DEVELOPMENT

To: Legislative Committee
 From: Adrienne Nelson, Associate Planner
 Date: February 24, 2026
 Re: Request for Vacating Easement – 37 Ash Grove Place

Trevor and Mindi Hansmann are requesting that the City of Kaukauna vacate a 35' drainage easement located in the rear yard on their property at 37 Ash Grove Place.

The Hansmanns have been working with City staff and Davel Engineering on the removal of this drainage easement. To the west of 37 Ash Grove Place is the Union Cemetery property which has an offsite catch basin within the cemetery. Union Cemetery has agreed to allow use of this offsite catch basin with a formal storm sewer and drainage easement agreement.

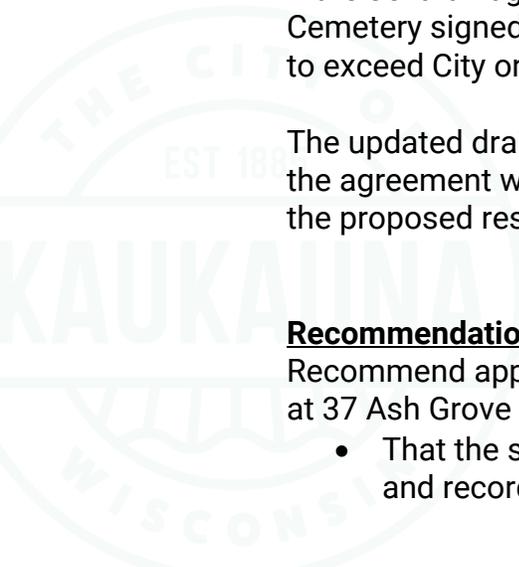
If the 35' drainage easement were to be removed and the agreement with Union Cemetery signed, the impact would be negligible, and the subdivision would continue to exceed City ordinance for stormwater quantity control.

The updated drainage plan for the subdivision (see lot 1), formal documentation for the agreement with Union Cemetery, the written request from the homeowners, and the proposed resolution are attached to this memo.

Recommendation:

Recommend approval of the resolution vacating the 35' drainage easement located at 37 Ash Grove Place to the Common Council with the following condition:

- That the storm sewer and drainage agreement with Union Cemetery is signed and recorded with Outagamie County.



RESOLUTION 2026-5499

RESOLUTION VACATING A DRAINAGE EASEMENT ON LOT 1 OF THE ASH GROVE ESTATES SUBDIVISION, PARCEL 323166403

WHEREAS, the City of Kaukauna approved the Ash Grove Estates Subdivision as recorded in Document No. 2241223, Outagamie County Register of Deeds, 320 South Walnut Street, Appleton, Wisconsin 54911; and

WHEREAS, the recorded document included a 35' wide drainage easement along the west lot line of Lot 1, Ash Grove Estates; and

WHEREAS, the City of Kaukauna is the sole owner of said drainage easement; and

WHEREAS, the Department of Public Works does not require said easement to maintain the drainage or stormwater infrastructure for the subdivision; and

WHEREAS, the Plan Commission, at its meeting of February 19, 2026, made recommendation to vacate said 35' wide drainage easement upon aforementioned land;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kaukauna, Wisconsin that the 35' wide drainage easement along the west lot line of Lot 1 of Ash Grove Estates Subdivision in Outagamie County is hereby vacated.

Adopted by the Common Council of the City of Kaukauna, Wisconsin, on this 3rd day of March, 2026.

APPROVED: _____
Anthony J. Penterman, Mayor

ATTEST: _____
Kayla Nessmann, City Clerk

STORM SEWER & DRAINAGE EASEMENT

Document Number

This EASEMENT, made between

Union Cemetery
GRANTOR

and

Trevor & Mindi Hansmann
City of Kaukauna
GRANTEE(s)

GRANTOR conveys to GRANTEE(s), their heirs, successors and assigns, for good and valuable consideration, receipt of which is acknowledged, the following described STORM SEWER & DRAINAGE EASEMENT in Outagamie County, Wisconsin.

Said GRANTOR conveys to said GRANTEE(s) the following easements:

Storm Sewer Easement Description

Area Being Part of Government Lot 1 of Section 24 and part of Government Lot 8 of Section 23, all in Township 21 North, Range 18 East, City of Kaukauna, Outagamie County, Wisconsin, containing 519 Square Feet (0.0119 Acres) of land described as follows:

Commencing at the Outagamie County Government Corner No. 4 21 18 24 27 05S a point on the West line of Government Lot 1; thence along the West line of said Government Lot 1, N00°02'49"W, 570.31 feet; thence N56°34'40"E along the South right-of-way of State Street, 454.81 feet to the Point of Beginning of the area to be described; thence continuing along said right-of-way, N56°34'40"E, 6.05 feet; thence S26°03'31"E, 86.92 feet; thence S63°56'29"W, 6.00 feet; thence N26°03'31"W, 86.15 feet to the Point of Beginning. Described area subject to all easements and restrictions of record.

Drainage Easement Description

Area being part of Government Lot 8 of Section 23, all in Township 21 North, Range 18 East, City of Kaukauna, Outagamie County, Wisconsin, containing 1,306 Square Feet (0.0300 Acres) of land described as follows:

Commencing at the Outagamie County Government Corner No. 4 21 18 24 27 05S a point on the West line of Government Lot 1; thence along the West line of said Government Lot 1, N00°02'49"W, 570.31 feet; thence N56°34'40"E along the South right-of-way of State Street, 519.60 feet to the Northwest corner of Lot 2, Certified Survey Map No. 6824; thence S00°33'40"W, 100.00 feet to the Northwest corner of Lot 1 of Ash Grove Estates also the Point of Beginning of the area to be described; thence S00°33'40"W, along the West line of said Lot 1, 62.96 feet to the Northwest corner of Lot 2 of Ash Grove Estates; thence N63°19'20"W, 22.27 feet; thence N00°33'40"E, 45.24 feet; thence N18°54'59"W, 15.91 feet; thence N63°56'29"E, 6.00 feet; thence S63°19'20"E, 22.21 feet to the Point of Beginning. Described area subject to all easements and restrictions of record.

In the Presence of: Union Cemetery

By: _____
Signature Print Name & Title Date

State of Wisconsin)
)ss
County of _____)

Personally came before me this _____ day of _____, 20_____,
the above named to me known to be the same person(s) who executed the foregoing instrument and acknowledged the same.

_____ My commission expires: _____
Notary Public, Wisconsin

This space reserved for recording data

Return to:
Davel Engineering & Environmental, Inc.
1164 Province Terrace
Menasha, Wisconsin 54952

323166300

Parcel Identification Number(s)

STORM SEWER & DRAINAGE EASEMENT

Restrictions and Maintenance

Union Cemetery Easement Restrictions:

The following uses and structures are prohibited within all "Easements" granted in this document; filling, grading, and excavating except for construction of drainage ways and drainage facilities; the cultivation of crops, fruits, or vegetables; the dumping or depositing of ashes, waste, compost or material of any kind; the storage of vehicles, equipment, materials or personal property of any kind and constructing, erecting or moving any building or structure, including fences, within the drainage easement.

Union Cemetery Easement Maintenance:

Maintenance of all drainage ways and associated drainage structures within all "Easements" granted in this document are the responsibility of the grantor and grantee.

Upon failure of any property owner to perform maintenance, abide by restrictions, or allow for proper grading and drainage requirements of the drainage ways and associated drainage structures, the City of Kaukauna retains the right to have maintenance or corrective measures performed. The cost of said maintenance or corrective measures within all "Easements" granted in this document shall be a special charge to the non-complying lot.

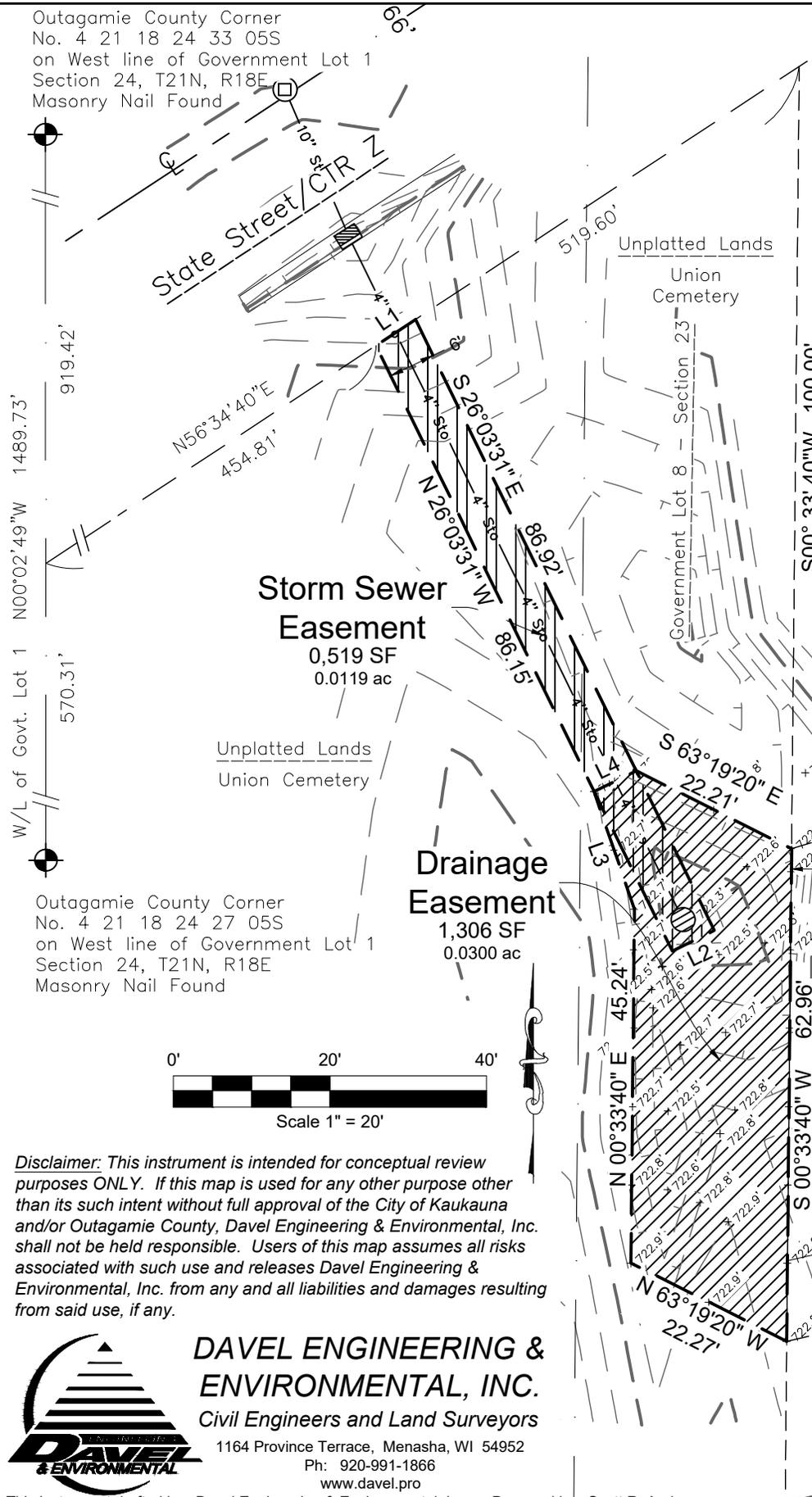
Maintenance by the City to include, but not limited to, the removal of silt and decomposed vegetation that gradually accumulates in the drainage way, and/or restricted flow within the pipe. Payment for city maintenance may be placed on the annual real estate tax bill from all contributing sources as a special assessment if not paid.

Grading and Grades

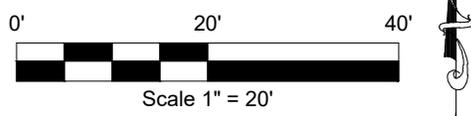
All grading and final grades for the construction of any public or private improvements, shall allow for positive drainage to be contained within the "Easements" granted in this document.

STORM SEWER & DRAINAGE EASEMENT EXHIBIT

Being Part of Government Lot 1 of Section 24 and part of Government Lot 8 of Section 23, all in Township 21 North, Range 18 East, City of Kaukauna, Outagamie County, Wisconsin.



LINE TABLE		
Line	Bearing	Length
L1	N 56°34'40" E	6.05'
L2	S 63°56'29" W	6.00'
L3	N 18°54'59" W	15.91'
L4	N 63°56'29" E	6.00'

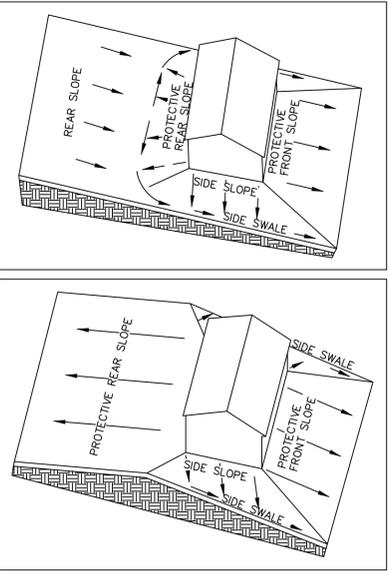
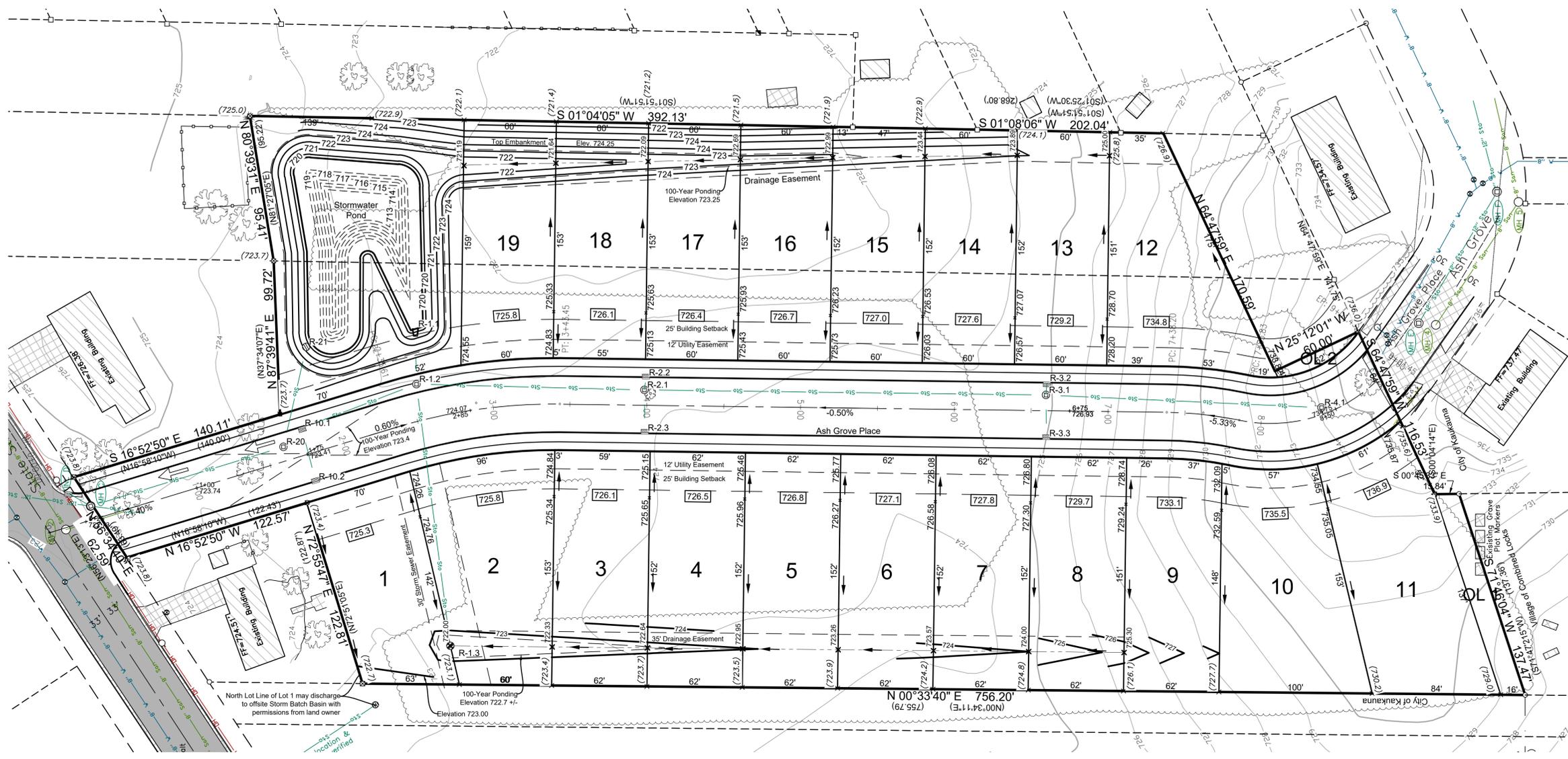


Disclaimer: This instrument is intended for conceptual review purposes ONLY. If this map is used for any other purpose other than its such intent without full approval of the City of Kaukauna and/or Outagamie County, Davel Engineering & Environmental, Inc. shall not be held responsible. Users of this map assumes all risks associated with such use and releases Davel Engineering & Environmental, Inc. from any and all liabilities and damages resulting from said use, if any.



DAVEL ENGINEERING & ENVIRONMENTAL, INC.
 Civil Engineers and Land Surveyors

1164 Province Terrace, Menasha, WI 54952
 Ph: 920-991-1866
 www.davel.pro



HOUSE ELEVATIONS:

The house elevations shall be set to provide positive drainage away from the building in all directions as shown in the above details. House elevations and driveway locations may need to vary depending on size, location, and architecture of the home. Changes to the grading plan or house elevations can be allowed only if an individual lot grading plan is prepared by a professional engineer.

Legend table with columns for Pre-Development, Development By Design, and symbols for various utilities and structures like CATV, electric lines, storm sewers, and manholes.

City of Kaukauna Drainage Easement Restrictions:

The following uses and structures are prohibited within all drainage easements in the subdivision plat of Ash Grove Estates; filling, grading, and excavating except for construction of drainage ways and drainage facilities; the cultivation of crops, fruits, or vegetables; the dumping or depositing of ashes, waste, compost or materials of any kind; the storage of vehicles, equipment, materials or personal property of any kind and constructing, erecting or moving any building or structure, including fences, within the drainage easement.

City of Kaukauna Drainage Easement Maintenance:

Maintenance of all drainage ways and associated drainage structures within the subdivision of Ash Grove Estates are the sole responsibility of the property owners in the subdivision, unless otherwise noted on the drainage plan which has been prepared for this subdivision and which has been approved by and is on file with the City of Kaukauna.

Upon failure of any property owner to perform maintenance, abide by restrictions, or follow grading requirements of the drainage ways and associated drainage structures, the City of Kaukauna retains the right to have maintenance or corrective measures performed. The cost of said maintenance or corrective measures on any given lot shall be a special charge to the non-complying lot.

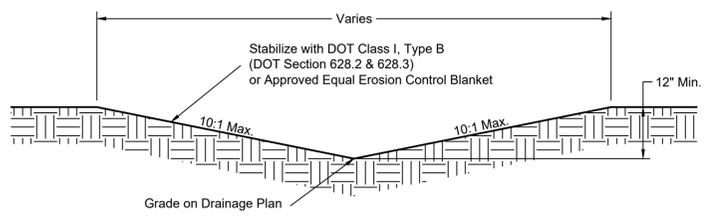
Maintenance by the city include, but is not limited to, the removal of silt and decomposed vegetation that gradually accumulates in the bottom of a pond, a detention area, and/or ditch. Payment for above maintenance items shall be placed on the annual real estate tax bill as a special assessment if not paid.

NOTES:

- 1. Existing utilities shown are indicated in accordance with available records and field measurements. The contractor shall be responsible for obtaining exact locations & elevations of all utilities, including sewer and water from the owners of the respective utilities. All utility owners shall be notified by the contractor 72 hours prior to excavation. Contact Digger's Hotline (1-800-242-8511) for exact utility locations.
2. The Contractor shall verify all staking and field layout against the plan and field conditions prior to constructing the work and immediately notify the Engineer of any discrepancies.
3. Vegetation beyond slopes shall remain, refer to sheet 1.3 for cleaning limits.
4. The contractor shall minimize the area disturbed by construction as the project is constructed. Disturbed areas shall be seeded as soon as final grade is established. Contractor shall replace topsoil and then seed, fertilize and mulch all lawn areas within 1 week of topsoil placement.
5. Contractor shall remove all excess materials from the site. Earthwork contractors shall verify topsoil depth.
6. All sediment and erosion control devices and methods shall be in accordance with the Wisconsin DNR Technical Standards.
7. No lot shall have lowest opening elevations lower elevation 724.50.

BENCHMARKS (NAVD88)

- BM 0 NGS Monument(DE7730) Intersection of City Rd "N" & City Rd "CE" Elev 707.89'
BM 1 Fire Hydrant, Tag Bolt NW Quad of State St. & Melrose Ct. Elev 725.30'
BM 2 Fire Hydrant, Arrow Bolt Ash Grove Place, Lot 4 & Lot 5 Elev 727.72'
BM 3 Fire Hydrant, Tag Bolt Northerly R/W of Ashgrove Place, Outlot 2 Elev 737.86'



Note: Mat Should Extend to Top of Bank or 18" Vertically, Whichever is Less.

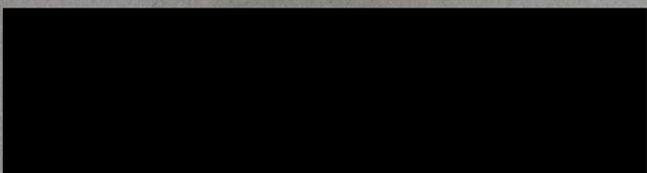
WEST SWALE SECTION Lots: 1-7



Trevor and Mindi Hansmann

37 Ash Grove Pl.

Kaukauna, WI 54130



1/22/2026

City of Kaukauna

144 W. 2nd St.

Kaukauna, WI 54130

Re: Request for Easement Change – 37 Ash Grove Pl. Kaukauna, WI 54130

To whom it may concern,

I am the owner of the property located at 37 Ash Grove Place. I am writing to formally request a review and approval of a proposed change to the existing drainage easement on this property.

The requested drainage easement change involves removing the easement located at the back end of our property. The purpose of this request is to allow our children to be able to play and enjoy our backyard. We would like to have them be able to play on a playset, play their sports, and be kids. We would also like to put up a fence for our dog and to allow a safe area for our children to play. None of this information was disclosed to us by anyone involved in the sale of our home. After we purchased the house, the more people that came out, the more we realized and were told that our property in the back was not laid out properly. We are doing everything we can, and are working with everyone we can, to just have the backyard that we assumed we would have at the time of sale.

Enclosed with this letter are the relevant supporting documents, including signed documents from the cemetery allowing us to use the drain located on their property, for your review. This proposed change is not intended to interfere with existing access or utility services and is submitted in good faith for consideration.

I appreciate your time and look forward to your guidance on the next steps in this process.

Sincerely,

Mindi Hansmann

Trevor Hansmann

CITY OF KAUKAUNA

ORDINANCE _____ -2026

ORDINANCE AMENDING SECTION 12.01(1) FERMENTED MALT BEVERAGES

WHEREAS, the City of Kaukauna has established in Section 12.01(1) of the Municipal Code establishes the cost and term for an Operator’s License within the City of Kaukauna;

WHEREAS, the Common Council has determined that adjusting the City’s Operator’s Licenses to a one-year licensing cycle is beneficial for administrative consistency with other annually-issued municipal licenses, improves monitoring and compliance oversight, and better supports efficient processing by the Clerk’s office;

WHEREAS, the Common Council further finds it appropriate to amend Section 12.01(1), to reflect the fee structure associated with the new annual operator license term;

WHEREAS, the Common Council believes these amendments promote the public health, safety, and welfare of the community through clearer, more consistent license administration;

NOW THEREFORE, be it ordained by the Common Council of the City of Kaukauna, in the State of Wisconsin, that Section 12.01(1) of the City of Kaukauna Municipal Code is hereby amended as follows:

BEFORE AMENDMENT

12.01 Licenses Required

A license or permit shall be required for the sale of each of the following or the conduct of the business or activity, and the indicated license or permit application fee shall be paid to the city clerk. The license or permit application fees shall be for one year unless otherwise specified in this chapter.

- 1. *Fermented malt beverages.*
 - a. Class A. \$150.00.
 - b. Class B. \$100.00.
 - c. Picnic. \$10.00.
 - d. Wholesalers. \$25.00.
 - e. Operators. \$50.00 every two years.
 - f. Outdoor beverage area permit. \$200.00.

AFTER AMENDMENT

12.01 Licenses Required

A license or permit shall be required for the sale of each of the following or the conduct of the business or activity, and the indicated license or permit application fee shall be paid to the city clerk. The license or permit application fees shall be for one year unless otherwise specified in this chapter.

- 1. *Fermented malt beverages.*
 - a. Class A. \$150.00.
 - b. Class B. \$100.00.
 - c. Picnic. \$10.00.
 - d. Wholesalers. \$25.00.
 - e. Operators. \$~~25~~50.00 ~~every two years~~.
 - f. Outdoor beverage area permit. \$200.00.

EFFECTIVE DATE This Ordinance shall be in full force and effect from the date of passing and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF KAUKAUNA COMMON COUNCIL
March 3rd, 2026.

Presiding Officer

Attest

Anthony J. Penterman, Mayor,
City of Kaukauna

Kayla Nessmann, Clerk,
City of Kaukauna



MEMO

Department

To: Legislative Committee; Finance Committee; Health and Recreation Committee

From: Tim Greenwood, City Attorney

Date: February 18, 2026

Re: Amendment to KMC §§ 12.01(1) and 12.03(3) – Transition of Operator’s Licenses to One-Year Terms

Background information:

Section 12.01(1) establishes license and permit fees, including operator license fees.

Section 12.03(3) currently provides that operator licenses are valid for two years and expire on June 30 of the second year.

Strategic Plan:

This change would be an administrative alignment for the 2026 licensing year that adjust internal timelines to avoid overlap with election administration, and realigns the operator license renewal to non-election years (odd numbered years). This will help maintain staff workload balance during election years.

Budget: N/A

Staff Recommended Action:

Recommend approval of the Ordinances amending Chapter 12, Section 12.0(1) and Section 12.03(3) to the Common Council as presented.



MEMO

Department

To: Legislative Committee; Finance Committee; Health and Recreation Committee

From: Tim Greenwood, City Attorney

Date: February 18, 2026

Re: Amendment to KMC §§ 12.01(1) and 12.03(3) – Transition of Operator’s Licenses to One-Year Terms

Background information:

Section 12.01(1) establishes license and permit fees, including operator license fees.

Section 12.03(3) currently provides that operator licenses are valid for two years and expire on June 30 of the second year.

Strategic Plan:

This change would be an administrative alignment for the 2026 licensing year that adjust internal timelines to avoid overlap with election administration, and realigns the operator license renewal to non-election years (odd numbered years). This will help maintain staff workload balance during election years.

Budget: N/A

Staff Recommended Action:

Recommend approval of the Ordinances amending Chapter 12, Section 12.0(1) and Section 12.03(3) to the Common Council as presented.



MEMO

Department

To: Legislative Committee; Common Council

From: Tim Greenwood, City Attorney

Date: March 3, 2026

Re: Satisfaction and Release of Development Agreement with Grand Kakalin, LLC

Background information:

In the afternoon on Friday, February 20, 2026, the City learned that the building the municipal library rents from is being sold. There should be no issues with our lease continuing, but we were contacted by the title company because there is still a Development Agreement that was recorded on August 12, 2015. This Agreement is still part of the record of the property and the title company is requesting a Satisfaction and Release to clear the title.

Upon review of the parcel's history and prior correspondence it appears the former City Finance Director, City Attorney, and the Mayor concluded in 2022 in a letter that obligations within the Development Agreement were met and a Satisfaction and Release could be issued.

Budget: N/A

Staff Recommended Action:

Legislative Committee: Recommend approval of the Resolution to Common Council.

Common Council: Recommend approval of the Resolution Authorizing Satisfaction and Release of the Development Agreement.



SATISFACTION AND RELEASE OF DEVELOPMENT AGREEMENT

This Satisfaction and Release of Development Agreement (“Release”) is executed effective as of the ___ day of March, 2026, by the City of Kaukauna, Wisconsin (“City”).

Recitals

- A. The City and Grand Kakalin, LLC, a Wisconsin limited liability company (“Kakalin”), entered into a Development Agreement dated November 18, 2014, which was recorded in the Outagamie County Register of Deeds as Document No. 2051494 (see Exhibit A), encumbering Lot 1 of CSM #6657, and more fully described in Exhibit B.
- B. Lot 1 of CSM #6657 was later updated on May 29, 2015, in Document No. 2044587, as Lot 1 of CSM #7001, and more fully described in Exhibit C (“Property”).
- C. The City has determined that all terms, conditions, and obligations of the Development Agreement applicable to the Property have been fully satisfied, and that the Agreement should be released of record as to the Property.
- D. The Common Council of the City of Kaukauna authorized this Satisfaction and Release by resolution on the 3rd day of March, 2026.

Release

- A. The City hereby releases, terminates, and discharges the Development Agreement from and against the Property from any and all obligations owing to the City under the Development Agreement with respect to the Property. This Release is intended to be recorded and to operate as a full satisfaction and release of Document No. 2051494 insofar as it affects the Property.
- B. This Release does not affect any other agreement or instrument of record not expressly identified herein.
- C. The undersigned municipal officers represent and warrant they are duly authorized to execute this Release on behalf of the City.

CITY OF KAUKAUNA, WISCONSIN

By: _____

Name: Tony Penterman

Title: Mayor

Date: _____

DOCUMENT NO.

DEVELOPMENT AGREEMENT

Document #: **2051494**
Date: **08-12-2015** Time: **01:40 PM**
Pages: **17** Fee: **\$30.00**
County: **OUTAGAMIE COUNTY** State: **WI**

This AGREEMENT entered into as of the date stated below is by and between The City of Kaukauna, a municipal corporation and political subdivision of the State of Wisconsin (the "City") and Grand Kakalin, LLC, an Wisconsin limited liability company (the "Developer").

SARAH R VAN CAMP , REGISTER OF DEEDS
The above recording information verifies this document has been electronically recorded and returned to the submitter

WITNESSETH

WHEREAS, Developer wishes to develop land described as:
Lot 1 of CSM #6657, and more fully described on Exhibit 1, Attached
All in the City of Kaukauna, Outagamie County, Wisconsin
(collectively, the "Development Area")

in accordance with the City's Subdivision and Zoning Codes of the City; and,

Return to:
Kevin Davidson, Kaukauna City Attorney
PO Box 890, Kaukauna, WI 54130-0890
PIN: 322064200

WHEREAS, the City and Developer have agreed to specific plans for the renovation of the historic paper mill building as a commercial building located in the Development Area consisting of 82,500 square feet of space which shall consist of a combination of commercial offices and the Kaukauna Public Library together with surface parking for approximately 200 vehicles (the "Development"); and,

WHEREAS, the City and Developer have agreed to the scope and type of improvements and have agreed to the respective obligations of each for the Development; and,

WHEREAS, Developer intends to acquire the parcel of real property located in the City and described above and within Exhibit 1, attached hereto (the "Property"). The Property is comprised of a former paper mill site that requires significant renovation and infrastructure improvements; and,

WHEREAS, The City has or will create a Tax Increment District #8 (the "District") pursuant to Section 66.1105, Wis. Stat. (the "Tax Increment Law"), and shall approve a plan for the redevelopment of the District (the "District Plan"); and,

WHEREAS, Subject to obtaining the financial assistance set forth herein, Developer intends to undertake a mixed use development of the Property (the "Development Project") that will increase its value and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole. The Development Project is consistent with the District Plan for the TIF District; and,

WHEREAS, The City desires to encourage economic development including the elimination of slum and blight, expand its tax base, and create new jobs within the City, the District and the Property. The City finds that the development of the Property and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interest of the City and its residents and serve a public purpose in accordance with state and local law; and,

WHEREAS, The Development Project would not occur without the use of Tax Incremental Financing; and,

WHEREAS, The City, pursuant to Common Council Action dated September 29, 2014, has approved this Agreement and authorized the execution of the Agreement by the proper City officers on the City's behalf; and,

WHEREAS, The Developer has approved this Agreement and authorized Randall Stadtmueller to execute this Agreement on the Developer's behalf; and,

WHEREAS, All terms that are in upper case but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law,

*Development Agreement Between
The City of Kaukauna, and Grand Kakalin, LLC.
November 18, 2014.
Page 2 of 17*

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the Developer hereby agree as follows:

1.0 Purposes & Definition

- 1.01. **Purpose of Agreement.** The parties have agreed upon a plan for a commercial building to include the space for the Kaukauna Public Library in the Development Area. The purpose of this Agreement is to formalize and record the understandings and undertakings of the parties and to provide a framework within which the redevelopment of the land within Development Area will take place.
- 1.02. The terms listed below shall be defined for the purposes of this agreement as follows:
- A. **City:** means the City of Kaukauna, a Wisconsin Municipal Corporation. The City may also be referred to as the City of Kaukauna.
 - B. **Closing:** means the satisfactory completion, on the part of all parties, of all undertakings as specified in Sections 3.01, 3.02, and 3.03 as relate to the different Phases of the Development. The parties intend that the Closing shall occur to be consistent with the timetable set forth in Exhibit B attached to this Agreement.
 - C. **Development:** means the overall construction of the improvements and uses anticipated by the Development Plan and this Agreement for the Development Area.
 - D. **Development Area:** means the sum of all property described in Exhibit 1, and constitutes the total boundaries of the project for which this Agreement is provided.
 - E. **Development Plan:** means the Development as shown on Exhibit A as improved by the site improvements outlined in Exhibit A and as further described by this Agreement.
 - F. **Developer:** means Grand Kakalin, LLC, Horizon Development Group, Inc. and Randall Stadtmueller.
 - G. **Developer Costs:** means costs directly incurred by the Developer where such costs qualify for disbursement and reimbursement through the use of tax incremental financing pursuant to Section 66.1105 of the Wisconsin Statutes.
 - H. **Private Utilities:** means natural gas, telephone, cable television and any other services within or serving the Development Area and not owned by the City of Kaukauna and/or its Electric and Water Utility.
 - I. **Public Improvements:** means all Public Utilities and easements associated with said utilities, any other services within or serving the Development Area owned by the City of Kaukauna and/or its Electric and Water Utility, street right-of-way including the curb, gutter, pavement and street lights, and associated access easements, future sidewalks, and storm water facilities related to the Development Area.
 - J. **Public Utilities:** means the sanitary sewer, storm sewer, water main, lift stations, booster pumps and street lighting systems within or serving the Development Area and owned by the City of Kaukauna and/or its Electric and Water Utility.
 - K. **Site Plan:** means the specific physical layout of the Development Area as shown on the Development Plan.
 - L. **Tax Increment:** means the Value Increment multiplied by the incremental tax rate for TIF District 8.
 - M. **Value Increment:** means the equalized value of the Development Area less the Base Value of the Development Area.
 - N. **Incremental Base:** means the property value established by the Wisconsin Department of Revenue at the time TIF District 8 is created.
 - O. **Zoning Code:** means Chapter 17 of the Code of Ordinances of the City of Kaukauna. The Zoning Code may also be referred to as the "Code".

*Development Agreement Between
The City of Kaukauna, and Grand Kakalin, LLC.
November 18, 2014.
Page 3 of 17*

2.0 Description of Development

2.01. **Development Area.** The Development includes the land area described in full in Exhibit 1 as previously defined in this Agreement as the Development Area. The Development Area will be redeveloped and improved with a commercial building of 82,500 square feet, with site improvements as described and depicted in the attached Exhibit A, on a timetable and with construction costs as described in the attached Exhibit B. The Development shall also include the construction of approximately 200 public parking spaces, which shall be conveyed to the City of Kaukauna through an easement.

3.0 Undertakings of the Parties

3.01. **Undertakings of Developer.** The Developer agrees that it shall:

- A. Prepare site plans, specifications, development timetables, closing timetables and budgets for redevelopment and construction work to be undertaken in the Development Area;
- B. Develop plans for the renovation and lease of historic mill building within the Development;
- C. Grant the necessary easement for public parking and public ingress and egress in Development Area, including the dedication to the City of Outlot #1 of CSM#6657 for the purpose of public street;
- D. Secure equity and bank financing in amounts necessary to complete the appropriate phases of the Development as follows:
 - 1) \$6.1million construction financing on or after October 1, 2014, but not later six months from the Closing of Developer's acquisition of the Development Area.
 - 2) Secure Historic Tax Credit bridge financing upon closing of construction financing.
- E. Cooperate with the City to facilitate the City's performance under Section 3.02
- F. Notwithstanding any public easements, cross-use easements and/or leases of lands or portions thereof to the City, Developer agrees to provide required maintenance including snow removal for the parking and private roadways within the Development Area.

3.02. **Undertakings of the City.** The City agrees that it shall:

- A. Create Tax Increment District No. 8 to include the Property within in an approved plan for the redevelopment of the District.
- B. Borrow and appropriate sufficient funds for the performance of its obligations under this Agreement as described in this section;
- C. The City will provide the following development incentives during the course of project construction:
 - 1) Provide a \$1,000,000 Tax Increment District (TID) assistance package, and \$500,000 in Wisconsin Economic Development Corporation (WEDC) funding to support the project at the Development Area based on the following schedule:
 - 2) \$1,000,000 as a redevelopment assistance grant, to the developer be paid as follows:
 - i. Subject to City's review and approval of title documentation , \$300,000.00 to be paid at Closing of Developer's acquisition of the Development Area, provided the Developer shall receive the property free and clear of all liens and encumbrances excepting prorated 2014 property taxes and subject to normal and customary encumbrances, covenants, easements and restrictions of record, and City shall obtain a superior security position by a mortgage document satisfactory to the City Attorney and recorded with the Office of the Register of Deeds for Outagamie County, Wisconsin.

*Development Agreement Between
The City of Kaukauna, and Grand Kakalin, LLC.
November 18, 2014.
Page 4 of 17*

City shall have the right, but not the obligation, to foreclose on the property in the event that Developer does not meet the Developer's obligations set forth in section 3.01(D)(1).

ii. City shall extend to Developer credit in an amount up to \$200,000.00 for the purpose of conducting specific site improvements for roof repairs to the former Eagle Mill building, and for site preparation as required for parking lot and/or future public street within the Development.

iii. \$500,000.00 in WEDC funding subject to the terms and conditions of contract #CDI FY14-22374 between the City of Kaukauna and WEDC, together with any amount of the \$200,000.00 described under 3.02.C.ii. not previously provided to Developer, to be paid at Closing of Developer's construction financing for Development, in accordance with the Developer's obligations under 3.01(D).

3) \$500,000.00 to be paid to Developer within ten days of receipt of certificate of occupancy of the first tenant. No payment shall be distributed until the property taxes have been paid on the property.

No payment shall be distributed if Developer is not in full compliance with all provisions of this Agreement.

- D. Within 180 days of the Closing of Developer's construction financing for the Development, secure lease of land from Fox River Navigational System Authority for land required for relocated Thilmany Road north of the Development Area ("FRNA Lease"), and obtain final approval of FRNA Lease from the Wisconsin Department of Administration. The leased land shall be dedicated as a public roadway and public parking spaces as shown on Exhibit C.
- E. Construct improvements to include public roadway and public parking spaces along a portion of the north boundary of the Development Area on the former Stribley Road, as designed by the City Engineering Department.
- F. Construct improvements to include a north/south running public roadway along a portion of the east boundary of the Development Area, as designed by the City Engineering Department.
- G. Construct improvements to include public roadway, pedestrian walkway and shoreline improvements along a portion of the south boundary of the Development Area on the former Thilmany Street, as designed by the City Engineering Department.
- H. Issue all required permits and other project approvals in a timely manner, provided all applications for permits and project approvals are in compliance with the City's ordinances, rules and regulations; and
- I. Cooperate with the Developer to facilitate the Developer's performance under Section 3.01.

3.03. **Performance Subject to Required Government Approvals.** The City and the Developer acknowledge that various of the specific undertakings of the parties, as described in Sections 3.01 and 3.02 require approvals from the City's Common Council and/or Plan Commission as well as from governmental bodies external to the City, some of which approvals may require public hearings and other legal procedures as conditions precedent thereto. The parties' agreements under Section 3.01 and 3.02 are conditioned upon the obtaining of all such approvals in the manner required by law. The parties to the Agreement cannot assure that all such approvals will be obtained; however, they agree to use their best good faith efforts to obtain them on a timely basis. If any of the parties is unable to obtain such approvals, all parties will, at their option, be entitled to cancel the Agreement, provided that the City has obligated no funds nor begun any work required for this Development.

4.0 Development Area Construction And Redevelopment

4.01. **Agreement to Complete Redevelopment and Site Improvements.** Subject to the satisfaction of the Undertakings of the City in Section 3.02, the Developer shall cause the necessary redevelopment and construction

*Development Agreement Between
The City of Kaukauna, and Grand Kakalin, LLC.
November 18, 2014.
Page 5 of 17*

of site improvements on the Development Parcel. All Development Area construction and redevelopment work shall proceed with due diligence for completion on a timetable described in Exhibit B.

4.02. Agreement to Provide Minimum Construction Expenditures.

A. Minimum Construction Costs:

- 1) It is the intent of the Developer and the City that the Developer will expend in hard construction costs in the Development Area a minimum amount for benefit of Tax Increment District No. 8. In consideration of the City fulfilling its financial requirements contained in Section 3.02 (B) and 3.02(C), the Developer agrees to provide a minimum construction cost expenditure guarantee at the dates and in the amounts specified in Section 4.02 (B). If the actual construction cost expenditure guarantee is less than the specified minimum amount on the respective dates in Section 4.02 (B), the Developer agrees to pay the City a liquidated damages payment, without reduction or offset (the "Construction Shortfall Payment"). The Construction Shortfall Payment shall be calculated by taking the difference between the corresponding construction expenditure requirement set forth above and the actual amount of construction expenditures made and evidenced, and multiplying by a factor of \$23.74 per thousand. The Construction Shortfall Payment shall be due on the March 31 following the corresponding December 31 Testing Date set forth below. Provided that the construction expenditures incurred by the Developer are at least the amount shown in the table below on any testing date, no payment shall be due under this paragraph. (EXAMPLE: IF THE DEVELOPER EXPENDED HARD CONSTRUCTION COSTS IN THE DEVELOPMENT AREA OF \$1,700,000, AND THE MINIMUM CONSTRUCTION COST GUARANTEE WAS \$1,900,000, THE MINIMUM CONSTRUCTION SHORTFALL PAYMENT FOR THAT YEAR WOULD BE \$4,748.00, OR \$23.74 TIMES 200.)
- 2) The Developer shall evidence the amount of construction expenditures incurred on any Testing Date by providing the City with a copy of a signed statement from the general contractor, countersigned by the Developer or other entity making the expenditures, as to the amount and date of expenditures made, specifying with reasonable particularity the items for which such expenditures were made and the property on which the expenditures were made, and stating that such expenditures have not been included in any previous statement submitted to the City under this Agreement. The City shall have the right, upon request, to view the contracts, invoices and other supporting documentation upon which the statement is based. Once the Developer has provided evidence that the construction expenditure requirement has been met, further reports shall be waived and the Developer's obligation under this paragraph shall be deemed to have been met in subsequent years. In the event that the construction costs invested in the Development Area is less than the minimums outlined §4.02(B) & (C), then the City's Finance Department shall issue an invoice for the Construction Shortfall Payment consistent with the terms of §4.02(A)(1). Developer shall pay the deficiency invoice on or before March 31 of the year in which the invoice is issued.
- 3) In the event that the Developer fails to pay the deficiency invoice as provided in this Section, the amount of the invoice shall become a lien against the Development Parcel. Unpaid amounts under this Section shall bear interest at the rate of 1% per month or partial month until paid in full.

- B.** In consideration of the City fulfilling its financial requirements contained in Section 3.02 (B) and 3.02(C), beginning on January 1, 2016 and on each successive January 1, thereafter, the Developer guarantees that the aggregate, cumulative minimum construction cost of the Development incurred by the Developer or Developer's tenants on the Development Parcel on each Testing Date set forth in the table below will be at least equal to the corresponding amount set forth in the table under the heading "Required Amount of Aggregate Project Expenditures (Aggregate)".

Development Agreement Between
The City of Kaukauna, and Grand Kakalin, LLC.
November 18, 2014.
Page 6 of 17

<u>Test Date</u>	<u>Required Amount of Aggregate Project Expenditure</u>
January 1, 2016	\$3,000,000.00
January 1, 2017	\$3,000,000.00
January 1, 2018	\$4,000,000.00
January 1, 2019	\$4,500,000.00
January 1, 2020	\$5,000,000.00
January 1, 2021	\$5,500,000.00
January 1, 2022	\$6,000,000.00
January 1, 2023	\$6,000,000.00
January 1, 2024	\$6,500,000.00
January 1, 2025	\$6,500,000.00
January 1, 2026	\$6,500,000.00
January 1, 2027	\$6,500,000.00
January 1, 2028	\$6,500,000.00
January 1, 2029	\$6,500,000.00
January 1, 2030	\$6,500,000.00
January 1, 2031	\$6,500,000.00
January 1, 2032	\$6,500,000.00
January 1, 2033	\$6,500,000.00
January 1, 2034	\$6,500,000.00
January 1, 2035	\$6,500,000.00
January 1, 2036	\$6,500,000.00
January 1, 2037	\$6,500,000.00
January 1, 2038	\$6,500,000.00
January 1, 2039	\$6,500,000.00
January 1, 2040	\$6,500,000.00
January 1, 2041	\$6,500,000.00

- C. The Developer’s obligations under this Section shall continue until the earlier of the following:
 - 1) The dissolution and closure of the Tax Increment District.
 - 2) The expiration of the maximum allowable term of Tax Increment District 8 (December 31, 2041).
 - 3) The date at which the Developer has verified that the Development has met the obligation of the \$5.8 million aggregate cumulative minimum construction expenditures.

4.03. **Additional Guarantees.** In order to provide further assurances for the performance of the valuation guarantee under §4.02, the Developer shall provide the following guarantees

- A. Randall Stadtmueller as the person comprising the initial ownership of Developer, along with any other current owners of Developer agree(s) to jointly and severally guarantee the minimum construction deficiency payments, if any, required of the Developer per Section 4.02. The personal guarantee of Developer will be provided to the City in this regard in a form prescribed by the City. In the event that Developer does not meet Developer’s obligations set forth in section 3.01(D)(1), this section 4.03(A) shall not apply;
- B. On or before January 1, 2016, the Developer shall be required to post a bank letter of credit (“LOC”) in the amount of \$50,000.00 or deposit funds in the amount of \$50,000.00 in a dedicated bank account (“Account”) if the minimum project costs are less than \$3,000,000.00 as of December 31, 2015. The City shall be permitted to draw on either the LOC or Account without further approvals of the Developer, provided the conditions of this subsection are not met. In the event that the Developer is unable to pay the Construction Shortfall Payment, the City may draw on the letter of credit or dedicated bank account to fund the Construction Shortfall Payment described in §4.02 in the event that the Developer fails to make

*Development Agreement Between
The City of Kaukauna, and Grand Kakalin, LLC.
November 18, 2014.
Page 7 of 17*

the required payment within 15 days of the due date established in §4.02. In the event that any amount is drawn on the letter of credit, the Developer shall restore the face amount of the letter of credit or the amount on deposit in the Account to the lesser of \$50,000 or such amount which is the then net present value of the Shortfall Payments determined under Section 4.02 A(1) and based on the Developer's current level of Construction Costs Expended and "topping up" shall be done within 90 days of any drawn down by the City. Upon the Developer having satisfied the conditions under Section 4.02 C, such LOC or Account shall no longer be required.

- 4.04. **Financial Reports.** The Developer agrees to maintain records such that actual project expenditures in the Development Area may be ascertained. From time to time, upon reasonable notice from the City, authorized representatives of the City shall be entitled to examine such records at the Developer's office to verify that City funds were properly applied to project costs, and to verify other project costs during and after construction.

5.0 MISCELLANEOUS

- 5.01. **Covenants Appurtenant.** The covenants contained in this Agreement shall bind and run with the lands and parcels comprising the Development Area.
- 5.02. **Tax Status.** As long as the District is in existence, the Development Project including the land and all buildings and improvements thereon shall be owned and taxable for real estate tax, special assessment purposes and personal property taxes. The City may waive the above restriction upon execution of a payment in lieu of taxes (PILOT) agreement, on a form acceptable to the City, made between the City and the owner or lessee of an exempt Development Project.
- 5.03. **No Partnership or Joint Venture.** Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.
- 5.04. **Restrictions on Sale of the Development Area.** Without the express written consent of the City, prior to the Developer having satisfied the conditions under Section 4.02 D, any lands or parcels comprising the Development Area may not be sold, transferred or conveyed in any manner which would under law in effect on the date of this Agreement render any portion of the Development Area exempt from property taxation; provided, however, that the City's consent shall not be required in connection with the granting of any mortgage to finance or refinance lands or parcels comprising the Development Area or in connection with or following any foreclosure (or acceptance of deed in lieu of foreclosure) of such mortgage. The covenants contained in this section shall bind and run with the lands and parcels comprising the Development Area.
- 5.04.01 **Repayment Upon Sale.** Funding provided by the City as set forth under 3.02 c. 2. shall be secured by a lien on the property in a position behind conventional financing, such sums to be repaid under the following schedule if, and only if, the property is sold by the Developer to an entity other than the Developer without the consent of the City:
- If sold before August 1, 2019 - \$1,000,000.00
 - If sold between August 2, 2019, and August, 2020 - \$800,000.00
 - If sold between August 2, 2020, and August, 2021 - \$600,000.00
 - If sold between August 2, 2021, and August, 2022 - \$400,000.00
 - If sold between August 2, 2022, and August, 2023 - \$200,000.00
 - If sold after August 2, 2023 - \$0.00

*Development Agreement Between
The City of Kaukauna, and Grand Kakalin, LLC.
November 18, 2014.
Page 8 of 17*

Such proceeds of any sale shall reimburse the TID account. In the event the property is sold on or before August 1, 2023, this section 5.04.01 shall not apply if the Value Increment of the Development Project has reached or exceeds the corresponding value set forth in section 3.02(C)(3) for the year in which such sale closes.

No amount will need to be repaid to the City under this provision if the property is sold if the bank providing financing imposes such sale.

- 5.05. **Indemnity Provisions.** The Developer agrees to indemnify the City with respect to any of the following costs which arise or result from the City's execution of this Agreement or the carrying out of its obligations under this Agreement: all costs incurred by the City for pollution removal, abatement or injury (including defense costs) relating to the Development arising from private or governmental proceedings against the City.
- 5.06. **Assignment of Rights Under this Agreement.** No party may assign its rights under this Agreement without the written consent of the other parties, except as otherwise provided in Section 5.01. Such approval shall not be unreasonably withheld.
- 5.07. **Nondiscrimination.** Each party agrees that neither the Development Area nor any portion thereof, shall be sold to, leased or used by any party in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap or national origin, and that the construction, redevelopment, improvement and operation of the Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination or any of the foregoing grounds.
- 5.08. **Approximations.** It is understood and agreed by the parties that all dimensions and quantities of square feet set forth herein in the Exhibits hereto are preliminary, and each party reserves the right to make minor adjustments in the dimensions, quantities and locations to best accommodate and facilitate the design, renovation, and operation of the Development, upon written notice to, but without the need for consent from, the other party.
- 5.09. **Force Majeure.** No party shall be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, or by any other cause not within the control of the party whose performance was interfered with, and which by the exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.
- 5.10. **Forbearance.** Forbearance by the City to exercise its rights under this Development Agreement in the event of any breach of any term of this Development Agreement by the Developer shall not be deemed or construed to be a waiver by the City of such term or of any subsequent breach of the same or any other term of this Development Agreement or of any of the City's rights under this Development Agreement. No delay or omission by the City in the exercise of any right or remedy upon any breach by the Developer shall impair such right or remedy or be construed as a waiver.
- 5.11. **Parties and Interests; Survival of Agreements.** Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof.

Development Agreement Between
The City of Kaukauna, and Grand Kakalin, LLC.
November 18, 2014.
Page 9 of 17

5.12. **Notices.** All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first-class mail, postage prepaid, with proper address as indicated below:

To the City:
City of Kaukauna, Wisconsin
City Hall Building
201 W. Second Street
Kaukauna, WI 54130-0890
Attn: Mayor

To the Developer:
Grand Kakalin, LLC
P.O Box 544
Neenah, WI 54957
Attn: Randall Stadtmueller

Any party may, by written notice to the other party, designate a change of address for the purposes aforesaid.

5.13. **Amendment.** No modification, alteration or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

5.14. **Governing Law.** The laws of the State of Wisconsin shall govern this Agreement.

5.15. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

5.16. **Severability.** If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provisions or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

5.17. **City Authorization.** The execution of this Agreement by the City was authorized by the City's Common Council on September 29, 2014.

5.18. **Counterparts.** This Development Agreement may be executed in counterparts, all of which shall constitute the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of November 18, 2014.

GRAND KAKALIN, LLC

By: _____

Attest: _____

CITY OF KAUKAUNA, WISCONSIN

By: _____

Mayor

Attest: _____

Clerk

Development Agreement Between
The City of Kaukauna, and Grand Kakalin, LLC.
November 18, 2014.
Page 10 of 17

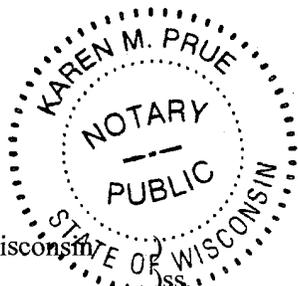


Stephen D. Giebel, Finance Director

Approved as to form:



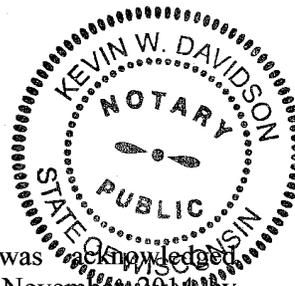
Kevin Davidson, City Attorney



State of Wisconsin)
County of Outagamie)

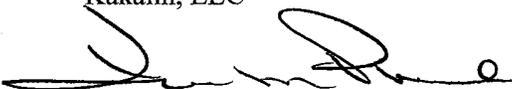
NOTARY CERTIFICATES

State of Wisconsin)
County of Outagamie)



This instrument was acknowledged before me on this 18th day in November, 2014, by Randall L. Stadtmueller as owner of Grand Kakalin, LLC

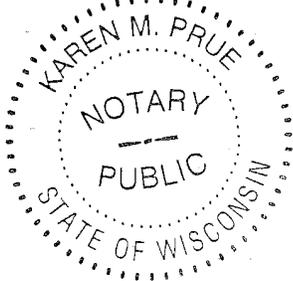
This instrument was acknowledged before me on this 18th day in November, 2014, by Eugene J. Rosin as Mayor and Susan J. Duda, City Clerk/Treasurer, of the City of Kaukauna.



(Signature of Notary)
Expiration of Commission 11-27-2016



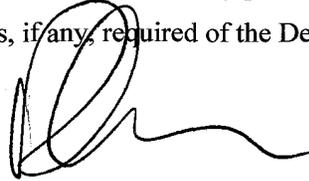
(Signature of Notary)
Expiration of Commission Permanent



*Development Agreement Between
The City of Kaukauna, and Grand Kakalin, LLC.
November 18, 2014.
Page 11 of 17*

PERSONAL GUARANTEE

Pursuant to the terms of Section 4.03.A., Randall Stadtmueller does hereby personally guarantee the payment of the minimum construction deficiency payments, if any, required of the Developer per Section 4.02.



Randall Stadtmueller

This Agreement Drafted by: Kevin Davidson

*Development Agreement Between
The City of Kaukauna, and Grand Kakalin, LLC.
November 18, 2014.
Page 12 of 17*

LEGAL DESCRIPTION

EXHIBIT 1

Lots One (1) and Outlot One (1), Certified Survey Map No. 6657 filed in the Office of the Register of Deeds for Outagamie County, Wisconsin on July 2, 2013, in Volume 39 on Page 6657, as Document No. 1990210, and corrected as Document No. 1996795 being part of Lots 1 thru 13 of Block Fifty-five (55), Assessor's Plat of the City of Kaukauna, all being part of Private Claim 1, City of Kaukauna, Outagamie County, Wisconsin.

*Development Agreement Between
The City of Kaukauna, and Grand Kakalin, LLC.
November 18, 2014.
Page 13 of 17*

EXHIBIT A

Project Site Improvements

SEE ATTACHED SITE PLAN

*Development Agreement Between
The City of Kaukauna, and Grand Kakalin, LLC.
November 18, 2014.
Page 14 of 17*

EXHIBIT B

Proposed Development Project Timetable

Development Area Acquisition November 18, 2014

Site Improvements Begin November 24, 2014

Grading

Storm water facilities

Curb and Gutter

Paving

Interior Demolition Begins November 24, 2014

Exterior Improvements Begin November 24, 2014

Roof

Windows

Tuck pointing

New entrance

Utility Improvements Begin January 12, 2015

Electrical

Sanitary

Library Improvements Begin January 12, 2015

Common Area Improvements Begin January 12, 2015

Library Occupancy May, 31, 2015

*Development Agreement Between
The City of Kaukauna, and Grand Kakalin, LLC.
November 18, 2014.
Page 16 of 17*

EXHIBIT C – Sheet 2 of 3

DESCRIPTION OF RELOCATED THILMANY ROAD

A parcel of land being a part of Lot "H" of the South half of Private Claim 35, part of Lots 1 through 13 of Block 55 in Private Claim 1, and part of State of Wisconsin lands South of and adjacent to the Navigation Canal, City of Kaukauna, Outagamie County, Wisconsin, described as follows:

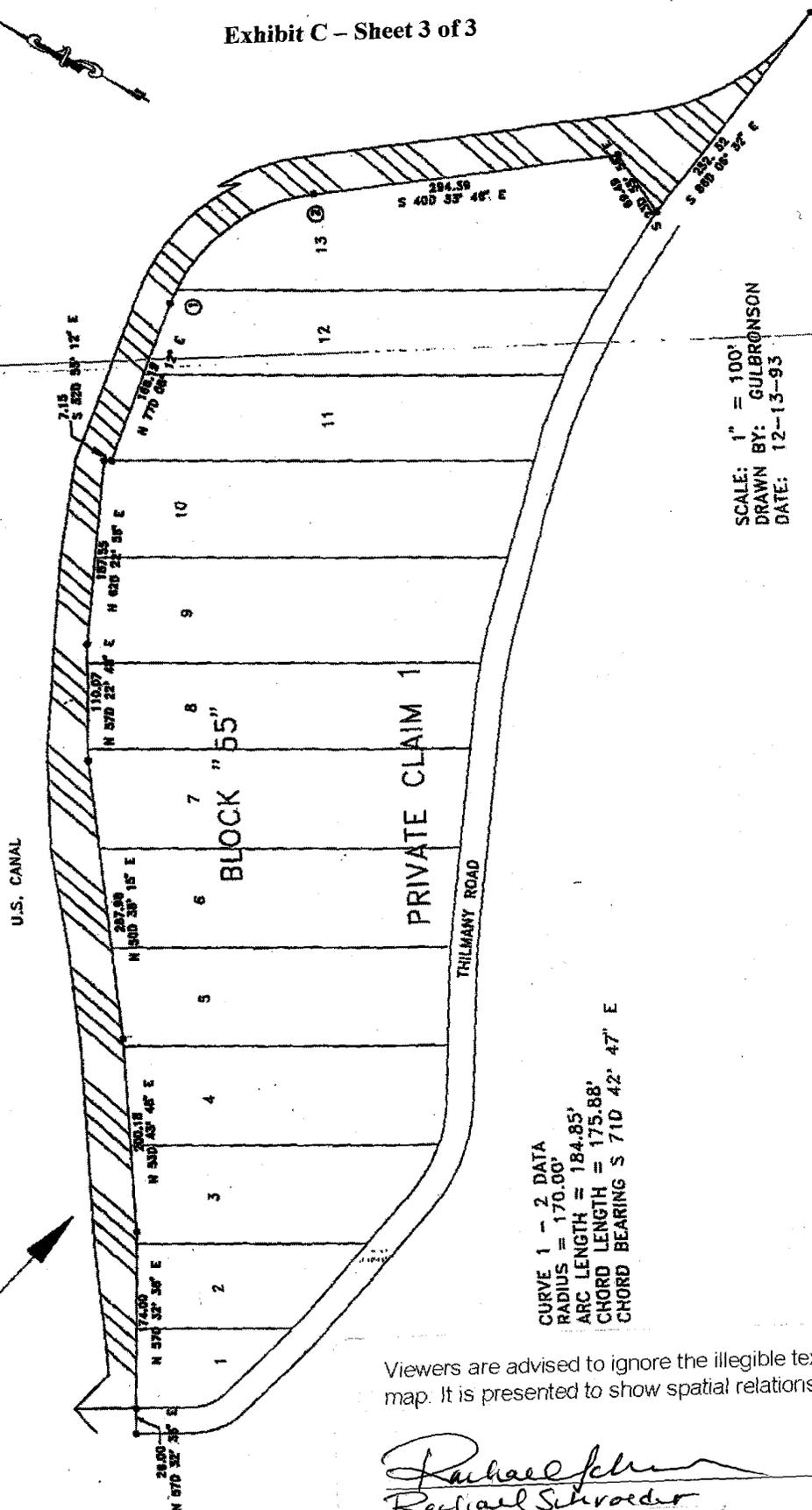
Beginning at the Northwest corner of Lot 1, said Block 55; thence N 57° 13' 37" E, along the Fox River Navigation Authority (State of Wisconsin) property line lying Southerly of the FRNA Canal 26.0 feet to the point of beginning of parcel to be relocated Thilmany Road;

All that land to be dedicated for street purposes formerly Stribley Road lying Northerly and Easterly of below described line, said parcel being of various width; thence continued along a line N 57° 13' 37" E, 174.0 feet; thence N 53° 24' 47" E, 200.18 feet; thence N 50° 19' 14" E, 235.65 feet.

Development Agreement Between
The City of Kaukauna, and Grand Kakalin, LLC.
November 18, 2014.
Page 17 of 17

Exhibit C - Sheet 3 of 3

STRIBBLEY ROAD VACATION



SCALE: 1" = 100'
DRAWN BY: GULBRONSON
DATE: 12-13-93

CURVE 1 - 2 DATA
RADIUS = 170.00'
ARC LENGTH = 184.85'
CHORD LENGTH = 175.88'
CHORD BEARING S 71D 42' 47" E

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only

Rachael Schroeder
Rachael Schroeder

Document Number 1990210 filed this 2nd day of July, 2013 at 11:29 AM in Volume 39 of Certified Survey Maps on page 6657 being Certified Survey Map No. 6657 \$30.00

Sarah R. Van Camp
 Sarah R. Van Camp, Register of Deeds

Drawing: 12-1381-CSM	Sheet: 1 of 5
Project: 12-1381-Se	Date: 06/14/13

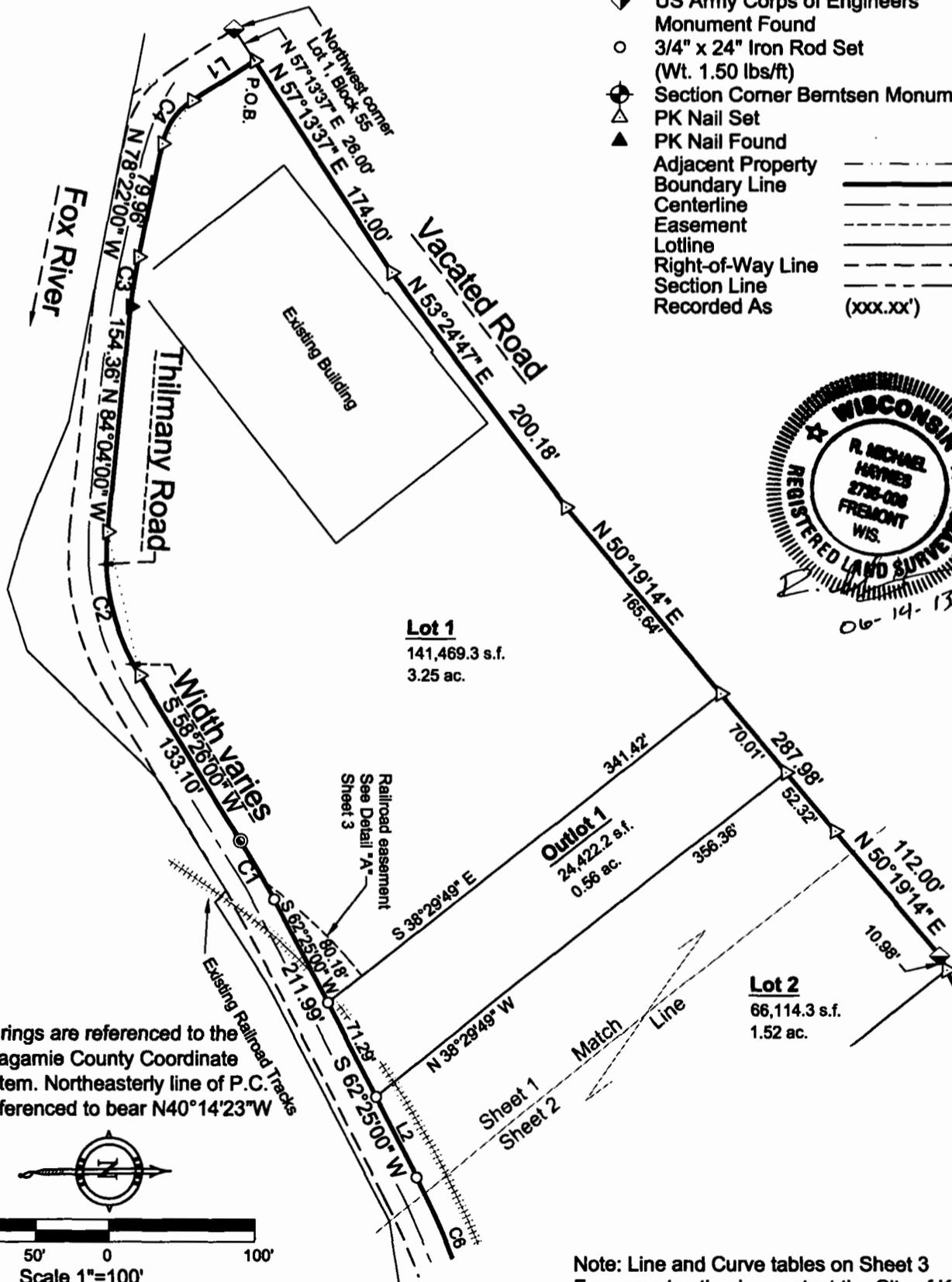


Outagamie County Certified Survey Map # 6657

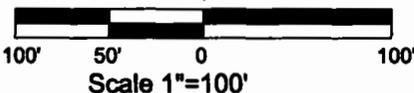
Located in all of Lots 5, 6, 7, 8, 9, 10, 11, 12 and 13 in Block 55 of the Assessor's Plat of the City of Kaukauna all being part of Private Claim 1, City of Kaukauna, Outagamie County, Wisconsin.

Boundary Legend

- ⊙ 1" Iron Pipe Found
- ◊ US Army Corps of Engineers Monument Found
- 3/4" x 24" Iron Rod Set (Wt. 1.50 lbs/ft)
- ⊕ Section Corner Berntsen Monument
- △ PK Nail Set
- ▲ PK Nail Found
- Adjacent Property Boundary Line
- - - Centerline
- - - Easement
- - - Lotline
- - - Right-of-Way Line
- - - Section Line
- - - Recorded As (xxx.xx')



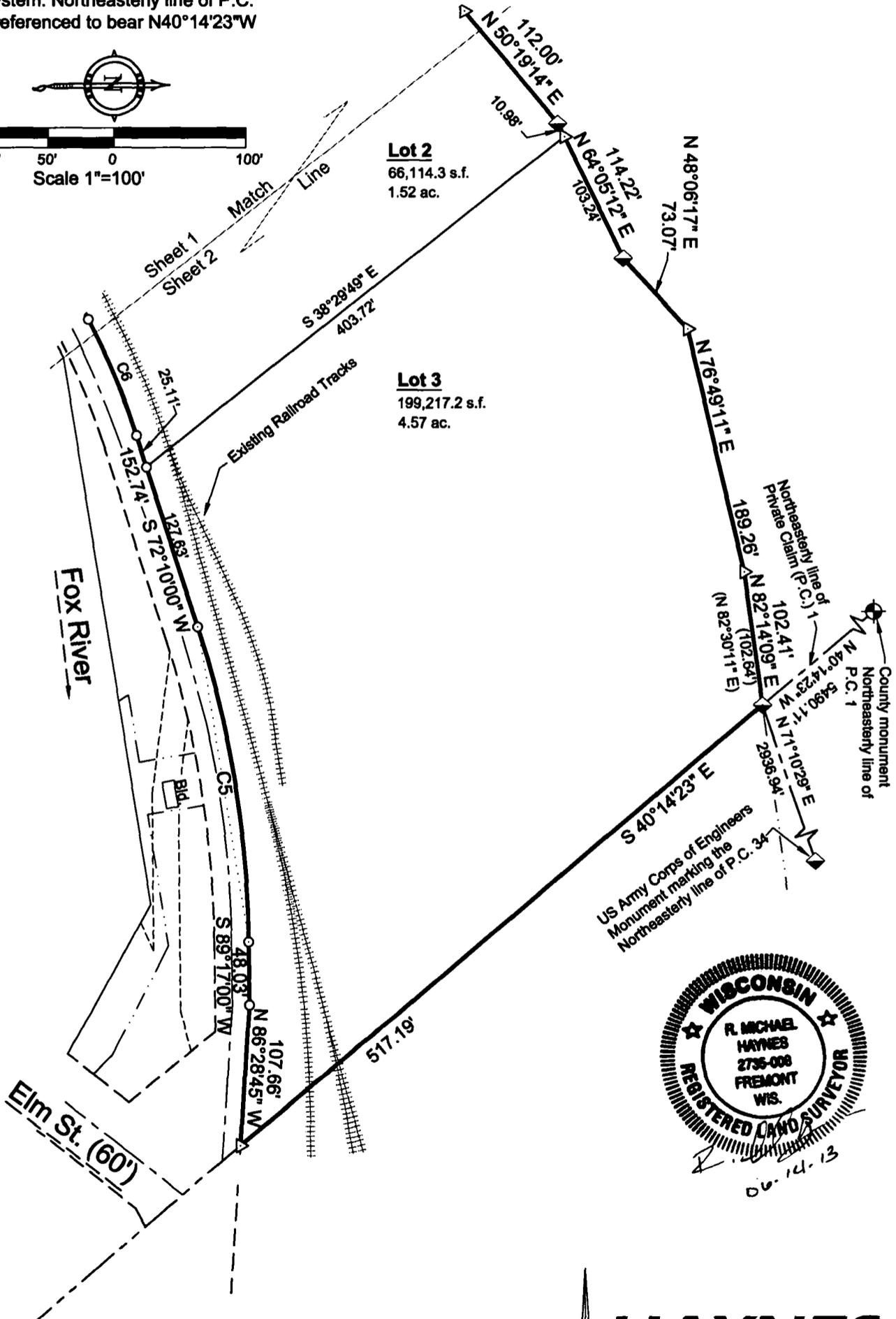
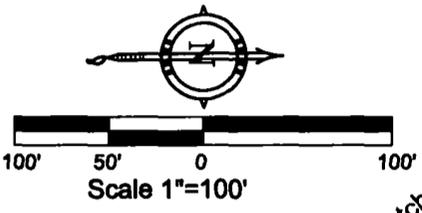
Bearings are referenced to the Outagamie County Coordinate System. Northeastery line of P.C. 1 referenced to bear N40°14'23"W



Note: Line and Curve tables on Sheet 3 For current setbacks, contact the City of Kaukauna

Outagamie County Certified Survey Map No. 6657

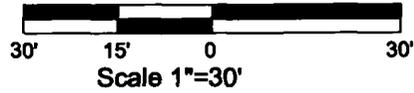
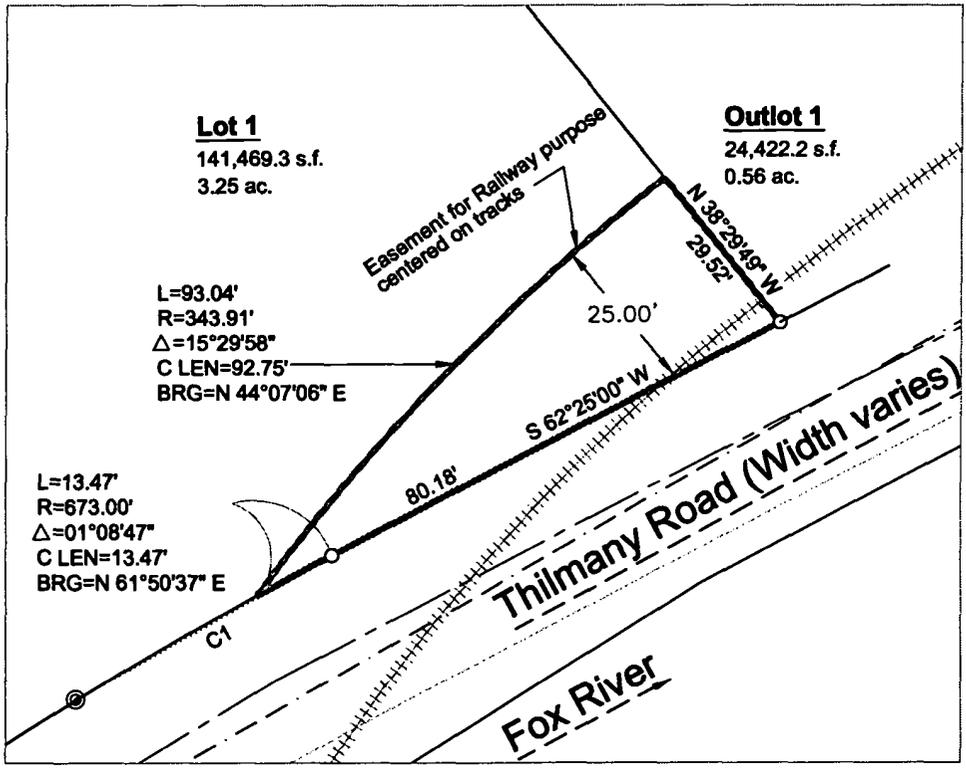
Bearings are referenced to the Outagamie County Coordinate System. Northeastery line of P.C. 1 referenced to bear N40°14'23"W



HAYNES
Surveying & Mapping
204 E. Bridge Ct. Fremont, WI. 54940
920-470-4997 ph. 920-446-2492 fax.

Drawing: 12-1381-CSM	Sheet: 2 of 5
Project: 12-1381-Se	Date: 06/14/13

Outagamie County Certified Survey Map No. 6657



Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	673.00'	46.79'	46.78'	S 60°25'30\" W	03°59'00\"
C2	157.00'	102.75'	100.93'	S 77°11'00\" W	37°29'57\"
C3	347.00'	34.52'	34.51'	N 81°13'00\" W	05°42'02\"
C4	47.00'	37.20'	36.24'	N 55°41'23\" W	45°21'13\"
C5	813.00'	242.88'	241.98'	N 80°43'30\" E	17°07'01\"
C6	563.00'	95.81'	95.69'	S 67°17'30\" W	09°45'00\"

Line Table

LINE	BEARING	DISTANCE
L1	N 33°00'45\" W	50.62'
L2	S 62°25'00\" W	60.52'

HAYNES
Surveying & Mapping
204 E. Bridge Ct. Fremont, WI. 54940
920-470-4997 ph. 920-446-2492 fax.

Drawing: 12-1381-CSM	Sheet: 3 of 5
Project: 12-1381-Se	Date: 06/14/13

Outagamie County Certified Survey Map No. 6657

Surveyor's Certificate:

I, R. Michael Haynes, Registered Land Surveyor hereby certify that I have surveyed and mapped this Certified Survey Map Located in all of Lots 5, 6, 7, 8, 9, 10, 11, 12 and 13 in Block 55 of the Assessor's Plat of the City of Kaukauna all being part of Private Claim 1, City of Kaukauna, Outagamie County, Wisconsin and is bounded by a line described as follows:

Commencing at the Northwest corner of Lot 1, Block 55 of the Assessor's Plat of the City of Kaukauna thence N57°13'37"E a distance of 26.00 feet to the Point of Beginning (P.O.B.) of the following described parcel; thence N57°13'37"E a distance of 174.00 feet; thence N53°24'47"E a distance of 200.18 feet; thence N50°19'14"E a distance of 287.98 feet; thence N50°19'14"E a distance of 112.00 feet; thence N64°05'12"E a distance of 114.22 feet; thence N48°06'17"E a distance of 73.07 feet; thence N76°49'11"E a distance of 189.26 feet; thence N82°14'09"E a distance of 102.41 feet to a point on the northeasterly line of Private Claim 1; thence S40°14'23"E along said Northeasterly line, distance of 517.19 feet to the northerly Right-of-Way of Thilmany Road; thence along said northerly Right-of-Way, N86°28'45"W a distance of 107.66 feet; thence continuing along said northerly Right-of-Way S89°17'00"W, a distance of 48.03 feet; thence continuing along said northerly Right-of-Way, along the arc of a curve turning to the left and having a radius of 813.00 feet (the chord of which bears S80°43'30"W, with a distance of 241.98 feet) and a distance of 242.88 feet; thence continuing along said northerly Right-of-Way S72°10'00"W a distance of 152.74 feet; thence continuing along said northerly Right-of-Way, along the arc of a curve turning to the left and having a radius of 563.00 feet (the chord of which bears S67°17'30"W, with a distance of 95.69 feet) and a distance of 95.81 feet; thence continuing along said northerly Right-of-Way S62°25'00"W a distance of 211.99 feet; thence continuing along said northerly Right-of-Way, along the arc of a curve turning to the left and having a radius of 673.00 feet (the chord of which bears S60°25'30"W, with a distance of 46.78 feet) and a distance of 46.79 feet; thence continuing along said northerly Right-of-Way S58°26'00"W, a distance of 133.10 feet; thence continuing along said northerly Right-of-Way, along the arc of a curve turning to the right and having a radius of 157.00 feet (the chord of which bears S77°11'00"W, with a distance of 100.93 feet) and a distance of 102.75 feet; thence continuing along said northerly Right-of-Way N84°04'00"W, a distance of 154.36 feet; thence continuing along said northerly Right-of-Way, along the arc of a curve turning to the right and having a radius of 347.00 feet (the chord of which bears N81°13'00"W, with a distance of 34.51 feet) and a distance of 34.52 feet; thence continuing along said northerly Right-of-Way N78°22'00"W, a distance of 79.96 feet; thence continuing along said northerly Right-of-Way, along the arc of a curve turning to the right and having a radius of 47.00 feet (the chord of which bears N55°41'23"W, with a distance of 36.24 feet) and a distance of 37.20 feet; thence continuing along said northerly Right-of-Way N33°00'45"W, a distance of 50.62 feet; to the point of beginning.

Said parcel contains 431,223.1 s.f. (9.90 Acres) of land, more or less and is subject to all easements and rights-of-way of record. That I have complied with Chapter 236.34, Wisconsin Statutes and the City of Kaukauna Minor Subdivision Ordinance. That this survey was done under the direction of Thilmany, LLC owner(s) of said lands and that this map is a correct representation of the exterior boundaries of land surveyed and the division made thereof;

Given under my hand this 14th day of June, 2013.


R. Michael Haynes, Registered Land Surveyor #2735



Drawing: 12-1381-CSM	Sheet: 4 of 5
Project: 12-1381-Se	Date: 06/14/13

Outagamie County Certified Survey Map No. 6657

Corporate Owner's Certificate of Dedication

Thilmany, LLC., a Limited Liability Company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as represented on this map. Thilmany, LLC., does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: City of Kaukauna.

IN WITNESS WHEREOF, the said Thilmany, LLC. has caused these presents to be signed by Russell Wanke, its president, and countersigned by David G. Brown Jr., its secretary (cashier), at Kaukauna, Wisconsin, and its corporate seal to be hereunto affixed on this 18th, day of June, 2013.

In the presence of:
Thilmany LLC (Corporate Seal) Russell Wanke President

Countersigned: David G. Brown Jr.
Secretary or Cashier

STATE OF WISCONSIN)

OUTAGAMIE COUNTY) SS
Personally came before me this 18 day of JUNE, 2013, RUSSELL WANKE, President, and DAVID G. BROWN JR Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

TERRY J HELF Notary Public, Terry J Helf
Wisconsin
My commission expires 8-4-2013.

City of Kaukauna Approval Certificate

Resolved, that this Certified Survey Map in the City of Kaukauna, Thilmany, LLC., owner, is hereby approved by the City of Kaukauna, Common Council dated this 4th day of June, 2013.

Ernest J. Brown
Mayor, City of Kaukauna

I hereby certify that the foregoing is a copy of a resolution adopted by the City of Kaukauna Common Council.

Jessica J. Ruda
Clerk, City of Kaukauna



Railroad Easement Provisions:

An easement for railroad purpose is hereby granted by Thilmany, LLC. Grantor, to Thilmany, LLC, A Wisconsin Limited Liability Company, Grantee, their respective successors and assigns, to operate, repair, maintain and replace from time to time, facilities used in connection with a railway and for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the the Certified Survey Map designated as "Railroad Easement" and the property designated on the Certified Survey Mapped the property designated on the Certified Survey Map for Streets and alleys, whether public or private, together with the right to trim or cut down trees, brush and roots as may be responsible required incident to the rights herein given, and the right to enter upon the subdivided property of all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonable possible, to the condition existing prior to such entry by the Grantees or their agents. Building shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Railroad Easement" without the prior written consent of the Grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.



Drawing: 12-1381-CSM	Sheet: 5 of 5
Project: 12-1381-Se	Date: 06/14/13

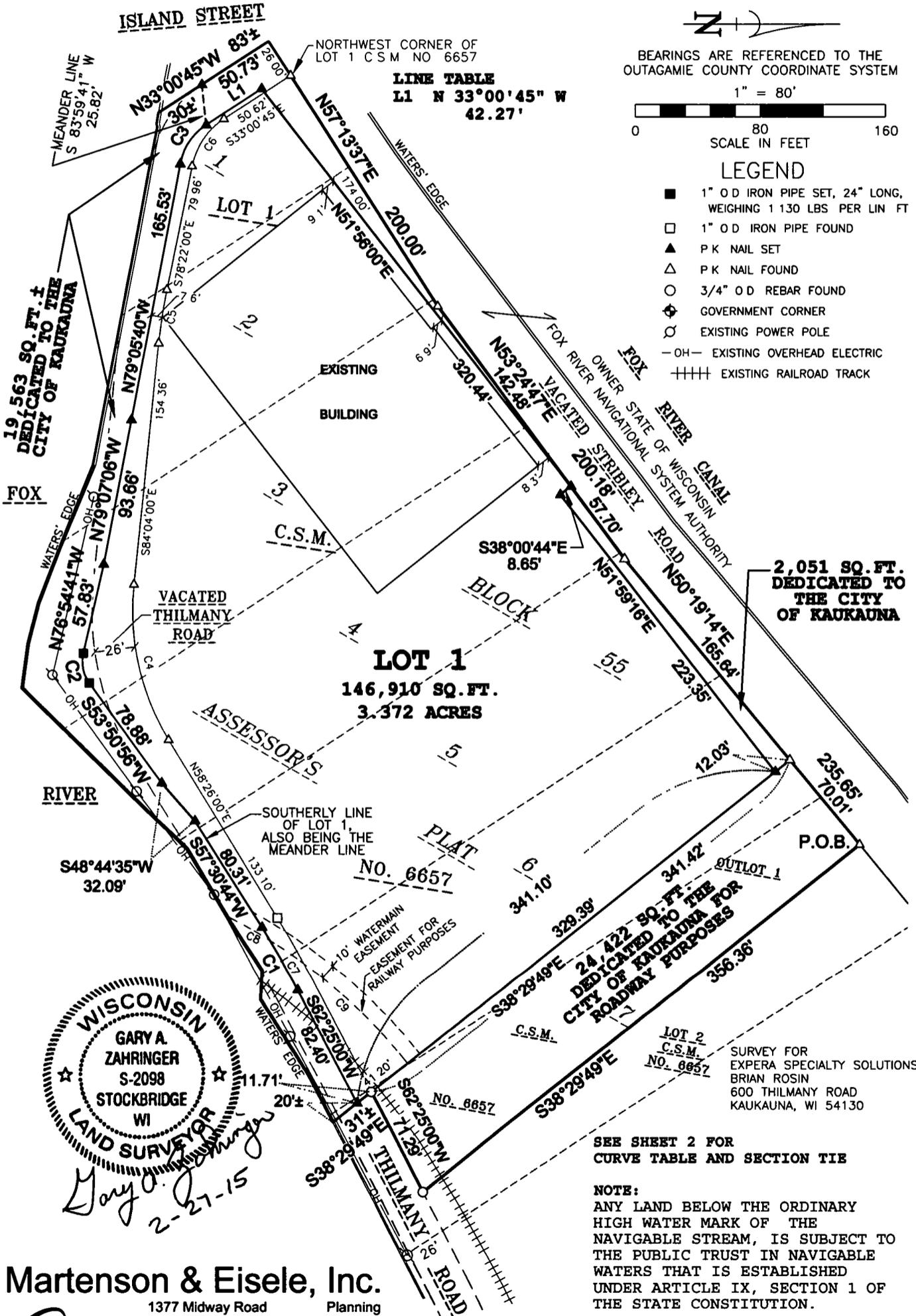
Document # 2044587

Received for filing this 29th day of May A.D. 2015 at 12:43 o'clock P.M. and filed in volume 42 of Certified Survey Maps on page 7001, as number 7001.

Natalie Strohmeyer, deputy \$30.00 paid Page 7001 (5 pages) Outagamie County Register of Deeds

CERTIFIED SURVEY MAP NO. 7001

ALL OF LOT 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 6657 AND PART OF LOTS 1 THROUGH 7, BLOCK 55 OF THE ASSESSOR'S MAP OF THE CITY OF KAUKAUNA AND VACATED THILMANY ROAD, ALL BEING PART OF PRIVATE CLAIM 1, CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN.



Martenson & Eisele, Inc.
 1377 Midway Road
 Menasha, WI 54952
 www.martenson-eisele.com
 info@martenson-eisele.com
 920.731.0381 1.800.236.0381

Planning
Environmental
Surveying
Engineering
Architecture

SEE SHEET 2 FOR CURVE TABLE AND SECTION TIE

NOTE:
ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF THE NAVIGABLE STREAM, IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.

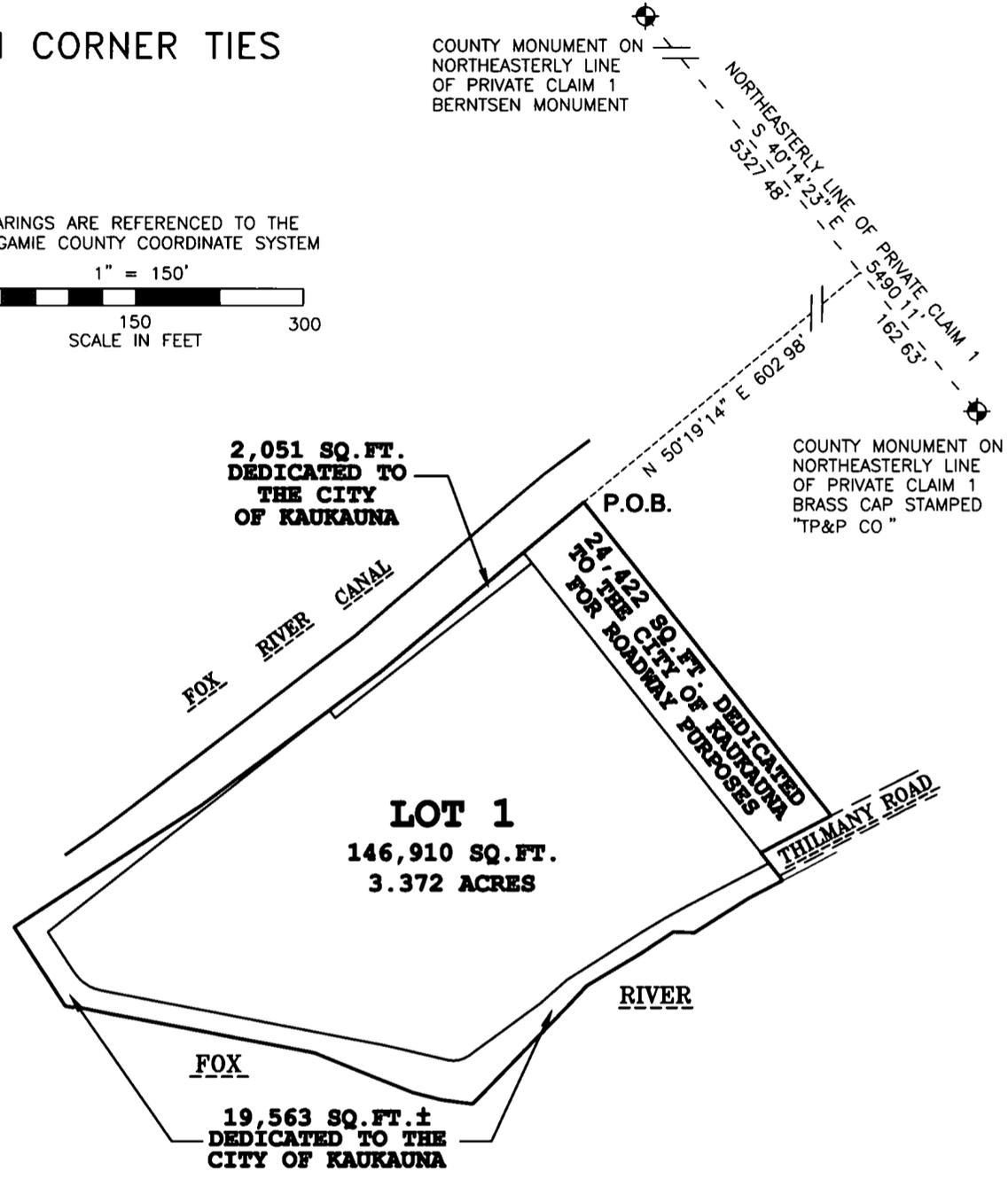
PROJECT NO. 1-0573-001
 FILE 1-0573-001csm SHEET 1 OF 5
 THIS INSTRUMENT WAS DRAFTED BY A.Sedlar

CERTIFIED SURVEY MAP NO. 7001

SECTION CORNER TIES



BEARINGS ARE REFERENCED TO THE
OUTAGAMIE COUNTY COORDINATE SYSTEM
1" = 150'
0 150 300
SCALE IN FEET



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
1	661.50'	003°59'00"	45.99'	S 60°25'30" W	45.98'
2	23.00'	049°14'22"	19.77'	S 78°28'07" W	19.16'
3	38.00'	046°04'54"	30.56'	N 56°03'12" W	29.75'
4	157.00'	037°29'57"	102.75'	N 77°11'00" E	100.93'
5	347.00'	005°42'02"	34.52'	S 81°13'00" E	34.51'
6	47.00'	045°21'13"	37.20'	S 55°41'23" E	36.24'
7	661.50'	003°08'39"	36.30'	S 60°50'40" W	36.30'
8	343.91'	005°22'19"	32.24' ±	S 29°19'20" W	32.23' ±
9	343.91'	019°49'50"	119.03'	N 41°55'25" E	118.44'



THIS CERTIFIED SURVEY MAP IS CONTAINED WHOLLY WITHIN THE PROPERTY DESCRIBED IN THE FOLLOWING RECORDED INSTRUMENTS

OWNERS OF RECORD: EXPERA SPECIALTY SOLUTIONS, LLC

RECORDING INFORMATION: DOCUMENT NO. 1728442

PARCEL NUMBER: 322 0642 00 AND 322 0642 04

PROJECT NO. 1-0573-001

SHEET 2 OF 5

CERTIFIED SURVEY MAP NO. 7001

SURVEYOR'S CERTIFICATE

I, GARY A. ZHRINGER, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, MAPPED, DIVIDED AND DEDICATED AT THE DIRECTION OF EXPERA SPECIALTY SOLUTIONS, LLC, ALL OF LOT 1 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 6657 AND PART OF LOTS 1 THROUGH 7, BLOCK 55 OF THE ASSESSOR'S MAP OF THE CITY OF KAUKAUNA AND VACATED THILMANY ROAD, ALL BEING PART OF PRIVATE CLAIM 1, CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A GOVERNMENT CORNER ON THE NORTHEASTERLY LINE OF PRIVATE CLAIM 1; THENCE THENCE NORTH 40 DEGREES 14 MINUTES 23 SECONDS WEST, ALONG NORTHEASTERLY LINE OF SAID PRIVATE CLAIM 1, A DISTANCE OF 162.63 FEET; THENCE SOUTH 50 DEGREES 19 MINUTES 14 SECONDS WEST, A DISTANCE OF 602.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 38 DEGREES 29 MINUTES 49 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 6657, A DISTANCE OF 356.36 FEET; THENCE SOUTH 62 DEGREES 25 MINUTES 00 SECONDS WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF THILMANY ROAD, A DISTANCE OF 71.29 FEET; THENCE SOUTH 38 DEGREES 29 MINUTES 49 SECONDS EAST, DISTANCE OF 11.71 FEET TO A MEANDER CORNER, SAID CORNER BEING NORTH 38 DEGREES 29 MINUTES 49 SECONDS WEST 20 FEET MORE OR LESS FROM THE WATERS' EDGE OF THE FOX RIVER; THENCE THE FOLLOWING ELEVEN (11) CALLS ARE ALONG A MEANDER LINE:

THENCE SOUTH 62 DEGREES 25 MINUTES 00 SECONDS WEST, 82.40 FEET;
THENCE 45.99 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 661.50 FEET AND A CHORD THAT BEARS SOUTH 60 DEGREES 25 MINUTES 30 SECONDS WEST 45.98 FEET;
THENCE SOUTH 57 DEGREES 30 MINUTES 44 SECONDS WEST, 80.31 FEET;
THENCE SOUTH 48 DEGREES 44 MINUTES 35 SECONDS WEST, 32.09 FEET;
THENCE SOUTH 53 DEGREES 50 MINUTES 56 SECONDS WEST, 78.88 FEET;
THENCE 19.77 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 23.00 FEET AND A CHORD THAT BEARS SOUTH 78 DEGREES 28 MINUTES 07 SECONDS WEST, 19.16 FEET;
THENCE NORTH 76 DEGREES 54 MINUTES 42 SECONDS WEST, 57.83 FEET;
THENCE NORTH 79 DEGREES 07 MINUTES 06 SECONDS WEST, 93.66 FEET;
THENCE NORTH 79 DEGREES 05 MINUTES 39 SECONDS WEST, 165.53 FEET;
THENCE 30.56 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 38.00 FEET AND A CHORD THAT BEARS NORTH 56 DEGREES 03 MINUTES 12 SECONDS WEST, 29.75 FEET;
THENCE SOUTH 83 DEGREES 59 MINUTES 41 SECONDS WEST, 25.82 FEET TO A MEANDER CORNER, SAID CORNER BEING NORTH 33 DEGREES 00 MINUTES 45 SECONDS WEST, 30 FEET MORE OR LESS FROM THE WATERS' EDGE OF THE FOX RIVER;

THENCE NORTH 33 DEGREES 00 MINUTES 45 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 1, BLOCK 55, ASSESSOR'S MAP, A DISTANCE OF 50.73 FEET; THENCE NORTH 57 DEGREES 13 MINUTES 37 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID OF CERTIFIED SURVEY MAP NO. 6657, AND ITS' NORTHWESTERLY EXTENSION, A DISTANCE OF 200.00 FEET; THENCE NORTH 53 DEGREES 24 MINUTES 47 SECONDS EAST, CONTINUING ALONG THE NORTHWESTERLY LINE OF SAID OF CERTIFIED SURVEY MAP NO. 6657, A DISTANCE OF 200.18 FEET; THENCE NORTH 50 DEGREES 19 MINUTES 14 SECONDS EAST, CONTINUING ALONG THE NORTHWESTERLY LINE OF SAID OF CERTIFIED SURVEY MAP NO. 6657, A DISTANCE OF 235.65 FEET; TO THE POINT OF BEGINNING. CONTAINING 192,946 SQUARE FEET MORE OR LESS [4.429 ACRES ±], INCLUDING ALL LANDS LYING BETWEEN MEANDER LINE AND THE ORDINARY HIGH WATER MARK OF THE FOX RIVER. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I HAVE FULLY COMPLIED WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND WITH THE CITY OF KAUKAUNA SUBDIVISION ORDINANCE IN SURVEYING, DIVIDING, MAPPING AND DEDICATING THE SAME.

THAT THIS MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF.

GIVEN UNDER MY HAND THIS 27TH DAY OF FEBRUARY, 2015.

Gary A. Zhringer
GARY A. ZHRINGER PROFESSIONAL LAND SURVEYOR S-2098



CERTIFIED SURVEY MAP NO. 7001

CORPORATE OWNER'S CERTIFICATE:

EXPERA SPECIALTY SOLUTIONS, LLC, DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF DELAWARE, HEREBY CERTIFY THAT WE CAUSED THE LAND ABOVE DESCRIBED TO BE SURVEYED AND MAPPED AS SHOWN AND REPRESENTED ON THIS MAP.

DATED THIS 27th DAY OF March, 2015.

Russell Wanke CEO Expera
PRINT NAME AND TITLE

Russell Wanke
SIGNATURE

STATE OF WISCONSIN)
)SS
OUTAGAMIE COUNTY)

PERSONALLY CAME BEFORE ME ON THE 27 DAY OF March, 2015, THE ABOVE NAMED TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

Tammy Maus Berkley Tammy Maus-Berkley
NOTARY PUBLIC
STATE OF Wisconsin
MY COMMISSION (IS PERMANENT)
(EXPIRES: April 22, 2018)

CITY OF KAUKAUNA COMMON COUNCIL APPROVAL:

RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KAUKAUNA, THAT THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED.

DATED THIS 17th DAY OF March, 2015.

Eugene J. Roszn
EUGENE J. ROSZN, MAYOR

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE RESOLUTION ADOPTED BY THE COMMON COUNCIL.

DATED THIS 17th DAY OF March, 2015.

Susan J. Duda 5/26/15
SUSAN J. DUDA, CITY CLERK/TREASURER

TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LANDS SHOWN INCLUDED IN THIS CERTIFIED SURVEY MAP.

Susan J. Duda
SUSAN J. DUDA, CITY CLERK/TREASURER



Gary A. Zahringer
2-27-15

CERTIFIED SURVEY MAP NO. 7001

RAILROAD EASEMENT PROVISIONS:

AN EASEMENT FOR RAILROAD PURPOSES IS HEREBY GRANTED BY EXPERA SPECIALTY SOLUTIONS, LLC AND THE CITY OF KAUKAUNA (GRANTORS), TO THE OWNER(S) OF THE RAILROAD AS SHOWN ON THIS CERTIFIED SURVEY MAP (GRANTEES),

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH A RAILWAY ANDS FOR SUCH PURPOSES AS THE SAME IN NOR OR MAY HEREAFTER BE USED, ALL IN, OVER UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE CERTIFIED SURVEY MAP DESIGNATED AS "RAILROAD EASEMENT" AND THE PROPERTY DESIGNATED ON THE CERTIFIED SURVEY MAP THE PROPERTY DESIGNATED ON THE CERTIFIED SURVEY MAP FOR STREET AND ALLEYS, WITHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE RESPONSIBLE REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY OF ALL SUCH PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLE POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. BUILDINGS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "RAILROAD EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTEES.

THE GRANT OF THIS EASEMENT SHALL BE BINDING UPON AN INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PROPERTIES HERETO.

EXPERA SPECIALTY SOLUTIONS, LLC GRANTORS:

IN WITNESS WHEREOF, SAID GRANTORS HAVE CAUSED THESE PRESENTS TO BE SIGNED

THIS THE 27th DAY OF March, 2015.

Russell Wanke
SIGNATURE

Russell Wanke CEO
PRINT NAME AND TITLE

STATE OF WISCONSIN)
)SS
OUTAGAMIE COUNTY)

PERSONALLY CAME BEFORE ME ON THE 27 DAY OF March, 2015, THE ABOVE OWNER(S) TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

Tammy Maus Berkley
NOTARY PUBLIC STATE OF WISCONSIN
MY COMMISSION (IS PERMANENT)
(EXPIRES: April 22, 2018)

Tammy Maus Berkley

CITY OF KAUKAUNA, GRANTORS:

IN WITNESS WHEREOF, SAID GRANTORS HAVE CAUSED THESE PRESENTS TO BE SIGNED

THIS THE 26th DAY OF May, 2015.

Eugene J. Rosin
EUGENE J. ROSIN, MAYOR

STATE OF WISCONSIN)
)SS
OUTAGAMIE COUNTY)

PERSONALLY CAME BEFORE ME ON THE 26th DAY OF May, 2015, THE ABOVE OWNER(S) TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

Julianne Schneider
NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION (IS PERMANENT)
(EXPIRES: July 13, 2018)



RESOLUTION NO. 2026-5500

RESOLUTION AUTHORIZING EXECUTION AND RECORDING
A SATISFACTION AND RELEASE OF THE DEVELOPMENT
AGREEMENT RECORDED AS DOCUMENT NO. 2051494

WHEREAS, the City of Kaukauna ("City") and Grand Kakalin, LLC ("Developer") entered into a Development Agreement dated November 18, 2014, and was recorded with the Outagamie County Register of Deeds as Document No. 2051494 ("Development Agreement");

WHEREAS, this Development Agreement involves the redevelopment of Lt 1 of CSM No. 6657 and related dedications and easements; this parcel was later updated via CSM No. 7001 ("Property");

WHEREAS, the Common Council has reviewed the Development Agreement, including the public dedications and easements shown on CSM No. 6657 and CSM No. 7001, the City's performance and funding actions under the Development Agreement, and the Developer's minimum construction investment obligations and related guarantees and finds all these obligations were completed;

WHEREAS, the Council finds all terms, conditions, and obligations of the Development Agreement applicable to the Property and intended to be performed prior to the date of this action have been fully satisfied, and that it is in the City's interest to release the Development Agreement of record on the Property; and

WHEREAS, the Common Council hereby finds that all terms, conditions, and obligations of the Development Agreement applicable to the Property and intended to be performed prior to the date of this action have been fully satisfied and that it is in the City's interest to release the Development Agreement of record as to the Property.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kaukauna, Wisconsin, that:

1. The Council hereby determines that all obligations of the Development Agreement applicable to the Property and intended to be performed prior to the date of this Resolution have been completed and satisfied, including City and Developer undertakings.
2. The Mayor and City Clerk are authorized and directed to execute, and the City Attorney to approve as to form, a "Satisfaction and Release of Development Agreement" in substantially the form presented in this meeting and releasing Document No. 2051494 insofar as it affects the Property, and to take all actions necessary to effectuate the release.

- 3. The City Clerk is authorized and directed to cause the executed Release to be recorded with the Outagamie County Register of Deeds, and to distribute copies to appropriate parties.

- 4. This action does not release, modify, or affect any other agreement, easement, dedication, plat, certified survey map, or other instrument of record not expressly identified in the Release.

Introduced and adopted this 3rd day of March 2026

APPROVED: _____
Anthony J. Penterman, Mayor

ATTEST: _____
Kayla Nessmann, Clerk

RESOLUTION NO. 2026-5501

RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE TO THE WISCONSIN DEPARTMENT OF TRANSPORTATION

WHEREAS, The Wisconsin Department of Transportation (WisDOT) has completed plans for roadway project 1130-63-21, Interstate 41, Outagamie and Brown Counties Appleton to DePere; and

WHEREAS, WisDOT has completed and recorded a Transportation Project Plat (TPP) showing parcels needed for said project to be acquired via FEE or Temporary Limited Easement (TLE), including Parcel 304(A) on TPP 1130-63-21-4.31, part of City owned Parcel 322095603 and 304(B) on TPP 1130-63-21-4.33 Amendment No. 1, part of City owned Parcel 322098200; and

WHEREAS, The City Plan Commission has reviewed the TPP and recommended approval of the FEE acquisitions and TLE by the WisDOT for the city owned parcels 304a and 304b;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kaukauna, Wisconsin, as follows:

- 1. That the Mayor is hereby authorized to:

Execute a deed on behalf of the City of Kaukauna, deeding and selling 860.00 square feet of Parcel 322095603 and 315.00 square feet of Parcel 322098200 along with Temporary Limited Easement rights, more specifically described as:

Parcel 304 of Transportation Project Plat 1130-63-21-4.31, recorded as Document 2291927, at the Register of Deeds office in Outagamie County, Wisconsin; and

Parcel 304 of Transportation Project Plat 1130-63-21-4.33 Amendment No. 1, recorded as Document 2348567, at the Register of Deeds office in Outagamie County, Wisconsin; and

- 2. Sale of land and temporary limited easement interests to be in the amount of \$2,100.00
- 3. A deed and other necessary documents will be signed and issued for recording upon payment at closing.

Introduced and adopted this 3rd day of March, 2026

APPROVED: _____

Anthony J. Penterman, Mayor

ATTEST: _____

Kayla Nessmann, Clerk