TWENTY-SIXTH REGULAR COMMON COUNCIL MEETING AGENDA

April 20, 2026 at 6:00 PM

City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI

Notice of the 26th Regular Meeting of the 2026-2027 Common Council.

This meeting may be viewed LIVE on:
Charter Spectrum Channel 990, AT&T U-Verse Channel 99 and:
www.wscssheboygan.com/vod.

Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361. Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 by 12:00 p.m. on meeting day to be called upon during the meeting. All Alderpersons may attend the meeting remotely.

To view the meeting:
Microsoft Teams
Meeting ID: 254 404 832 339 532
Passcode: Ni2VV63p

OPENING OF MEETING

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes**
   Twenty-Fifth Regular Council Meeting held on April 8, 2026

5. **Public Forum**
   Limit of five people having five minutes each with comments limited to items on this agenda.

6. **Mayor's Announcements**
   Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

7. Report 55-25-26 by Board of License Examiners submitting applications for Building Contractor Licenses already granted.

8. Report 54-25-26 by City Attorney Liz Majerus submitting the exit interview summary for the City of Sheboygan for Quarter 1 of 2026.

Voted 4-0 by Finance and Personnel to recommend filing

9. Report 56-25-26 by City Attorney Department submitting the quarterly claims report.

Voted 4-0 by Finance and Personnel Committee to recommend filing

10. Res. No. 201-25-26 by Alderpersons Mitchell and Perrella accepting the Harbor Centre Business Improvement District's 2025 Financial Review Letter Report.

Voted 4-0 by Finance and Personnel Committee to recommend adoption

11. Res. No. 204-25-26 by Alderpersons Rust and Boorse approving alcohol beverage/tobacco licenses (various).

Voted 5-0 by Licensing, Hearings, and Public Safety Committee to recommend adoption

12. Res. No. 207-25-26 by Alderpersons Dekker and Rust authorizing executing an easement for a mini-storm sewer (3212 North 21st Street).

Voted 4-0 by Public Works Committee to recommend adoption

13. Res. No. 210-25-26 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute a conflict waiver letter prepared by von Briesen & Roper, s.c. regarding representation of the City of Sheboygan, as buyer, and the Redevelopment Authority, as seller, in a real estate transaction.

Voted 4-0 by Finance and Personnel Committee to recommend adoption

14. Res. No. 209-25-26 by Alderpersons Mitchell and Perrella authorizing entering into a First Amendment to Tax Incremental District Development Agreement between the City of Sheboygan and Malibu Apartments, LLC.

Voted 4-0 by Finance and Personnel Committee to recommend adoption of a substantially similar agreement

15. Res. No. 205-25-26 by Alderpersons Dekker and Rust making written findings pursuant to Wisconsin statutes section 32.03(6)(bm) concerning the proposed acquisition of property interests for the Southside Sanitary Sewer System Project.

Voted 4-0 by Public Works Committee to recommend adoption

16. Res. No. 202-25-26 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute a First Amendment to Tax Incremental District Development Agreement between Waterside Hospitality LLC and the City of Sheboygan revising the construction commencement date.

Voted 4-0 by Finance and Personnel Committee to recommend adoption of a substantially similar agreement

17. Res. No. 211-25-26 by Alderpersons Rust and Boorse authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2025 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County.

Voted 5-0 by Licensing, Hearings, and Public Safety Committee to recommend adoption

REPORTS

18. Report 57-25-26 by City Clerk submitting a Summons and Complaint in the matter of El Rancho LLC et al vs. City of Sheboygan et al. REFER TO FINANCE AND PERSONNEL OF THE 2026-2027 COUNCIL YEAR

19. Report 34-25-26 by City Clerk submitting a Summons and Complaint in the matter of SCR RC Funding IV LLC vs. City of Sheboygan. FILE

Voted 4-0 by Finance and Personnel Committee to recommend referring to the Finance and Personnel Committee of the 2026-2027 Common Council

20. Report 36-25-26 by City Clerk submitting a Summons and Complaint in the matter of Waldo State Bank vs. Taylor Properties LLC et al (Case number 2025CV000834). FILE

Voted 4-0 by Finance and Personnel Committee to recommend referring to the Finance and Personnel Committee of the 2026-2027 Common Council

21. Report 37-25-26 by City Clerk submitting a Summons and Complaint in the matter of Waldo State Bank vs. Taylor Properties LLC et al (Case number 2025CV000835). FILE

Voted 4-0 by Finance and Personnel Committee to recommend referring to the Finance and Personnel Committee of the 2026-2027 Common Council

22. Report 49-25-26 by City Clerk submitting a Summons and Complaint in the matter of Planet Home Lending, LLC vs. Breanna Crump et al. FILE

Voted 4-0 by Finance and Personnel Committee to recommend referring to the Finance and Personnel Committee of the 2026-2027 Common Council

23. Report 52-25-26 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Stores Inc. vs. City of Sheboygan. FILE

Voted 4-0 by Finance and Personnel Committee to recommend referring to the Finance and Personnel Committee of the 2026-2027 Common Council

24. R. O. No. 10-25-26 by City Clerk submitting a Summons and Complaint in the matter of Katherine Kobs v. City of Sheboygan. FILE

Voted 4-0 by Finance and Personnel Committee to recommend referring to the Finance and Personnel Committee of the 2026-2027 Common Council

25. R. C. No. 271-24-25 by Finance and Personnel Committee to whom was referred R. C. No. 266-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 78-23-24 by City Clerk submitting a Summons and Complaint in the matter of Walmart Real Estate Business Trust c/o Wal-Mart Stores, Inc. vs. City of Sheboygan. FILE

Voted 4-0 by Finance and Personnel Committee to recommend referring to the Finance and Personnel Committee of the 2026-2027 Common Council

26. R. C. No. 277-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 85-24-25 by City Clerk submitting a Summons and Complaint in the matter of SCR RC Funding IV LLC vs City of Sheboygan. FILE

Voted 4-0 by Finance and Personnel Committee to recommend referring to the Finance and Personnel Committee of the 2026-2027 Common Council

27. R. C. No. 276-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 16-24-25 by City Clerk submitting a Summons and Complaint in the matter of SCF RC Funding IV LLC vs. City of Sheboygan. FILE

Voted 4-0 by Finance and Personnel Committee to recommend referring to the Finance and Personnel Committee of the 2026-2027 Common Council

28. R. C. No. 278-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 89-24-25 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan. FILE

Voted 4-0 by Finance and Personnel Committee to recommend referring to the Finance and Personnel Committee of the 2026-2027 Common Council

RESOLUTIONS

29. Res. No. 206-25-26 by Alderpersons Dekker and Perrella creating Tax Incremental District No. 26, approving its project plan and establishing its boundaries. ADOPT RESOLUTION

30. Res. No. 212-25-26 by Alderpersons Dekker and Perrella authorizing retaining outside legal counsel to represent the City in the matter of Sheboygan County Case 2026CV253; El Rancho LLC and Juan Negrete vs. City of Sheboygan and City of Sheboygan Common Council, and authorizing payment for said services. SUSPEND THE RULES AND ADOPT THE RESOLUTION

31. Res. No. 213-25-26 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute a Quit Claim Deed conveying a parcel of land to the Redevelopment Authority of Sheboygan to support the redevelopment of land associated with the former Mayline property (Parcel No. 59281501541). SUSPEND THE RULES AND ADOPT THE RESOLUTION

32. Res. No, 214-25-26 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute a Quit Claim Deed conveying a parcel of land to the Redevelopment Authority of Sheboygan to support the redevelopment of land associated with the former Mayline property (Parcel No. 59281501650). SUSPEND THE RULES AND ADOPT THE RESOLUTION

33. Res. No. 208-25-26 by Alderpersons Mitchell and Perrella authorizing the purchase of 1127 South 7th Street in the City of Sheboygan from the County of Sheboygan.

Voted 4-0 by Finance and Personnel Committee to recommend adoption

34. Res. No. 203-25-26 by Alderpersons Rust and Boorse approving the transfer of alcohol beverage/tobacco license (License App. No. 3475).

Voted 5-0 by Licensing, Hearings, and Public Safety Committee to recommend referring to the Licensing, Hearings, and Public Safety Committee of the 2026-2027 Common Council

GENERAL ORDINANCES

35. Gen. Ord. No. 42-25-26 by Alderpersons Dekker and Rust amending Sections 46-1; 46-82; 46-88; 46-89; and 46-91 of the Municipal Code relating to solid waste and recycling in general.

Voted 4-0 by Public Works Committee to recommend adoption

MATTERS LAID OVER

36. Res. No. 197-25-26 by Alderpersons Dekker and Rust vacating and discontinuing portions of South Taylor Drive in the City of Sheboygan. REFER TO THE 2026-2027 COMMON COUNCIL

Voted 5-0 by Public Works Committee to recommend adoption

OTHER MATTERS AUTHORIZED BY LAW

ADJOURN MEETING

37. Motion to Adjourn Sine Die

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

City Hall • Mead Public Library
Sheboygan County Administration Building • City's website

CITY OF SHEBOYGAN

TWENTY-FIFTH REGULAR COMMON COUNCIL MEETING MINUTES

Wednesday, April 08, 2026

OPENING OF MEETING

1. Call to Order
   The meeting was called to order at 6:00 p.m.

2. Roll Call
   Alderpersons present: Belanger, Boorse, Close, Dekker, Grawien, Menzer, Mitchell, Perrella, Rust – 9.
   Alderperson excused: Heidemann – 1.

3. Pledge of Allegiance

4. Approval of Minutes
   Twenty-Fourth Regular Council Meeting held on March 16, 2026

   MOTION TO APPROVE THE MINUTES
   Motion made by Dekker, Seconded by Perrella.
   Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Menzer, Mitchell, Perrella, Rust – 9.

5. Public Forum
   Limit of five people having five minutes each with comments limited to items on this agenda. Michael Brunette spoke.

6. Mayor's Announcements
   Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

7. Res. No. 198-25-26 by Alderpersons Dekker and Rust authorizing a one-year extension of the current agreement between the City of Sheboygan and Sheboygan County Interfaith Organization (“SCIO”) regarding the usage of Fountain Park for a summer farmer’s market.

   MOTION TO ADOPT THE RESOLUTION
   Motion made by Dekker, Seconded by Perrella.
   Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Menzer, Mitchell, Perrella, Rust – 9.

8. Res. No. 199-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute an amendment to the Agreement with Second Revolution, LLC DBA EOS, to allow for the installation of internet service equipment on the Deland Beach House.
   MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella.
Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Menzer, Mitchell, Perrella, Rust – 9.

9. Res. No. 200-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute a Vacant Land Offer to Purchase between the Redevelopment Authority of the City of Sheboygan, Wisconsin ("RDA") and the City of Sheboygan relating to Parcel Nos. 59281209431, 59281209440, 59281209450, 59281209460, 59281209470 and 59281209480 located south of New Jersey Avenue and the Municipal Services Building, for the future development of a Public Works Storage Facility.

   MOTION TO ADOPT THE RESOLUTION
   Motion made by Dekker, Seconded by Perrella.
   Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Menzer, Mitchell, Perrella, Rust – 9.

RESOLUTIONS

10. Res. No. 197-25-26 by Alderpersons Dekker and Rust vacating and discontinuing portions of South Taylor Drive in the City of Sheboygan. LAYS OVER

GENERAL ORDINANCES

11. Gen. Ord. No. 40-25-26 by Alderpersons Rust and Boorse amending various sections within Chapter 12 of the Sheboygan Municipal Code in order to correct cross-references to other sections within Chapter 12.

    MOTION TO ADOPT THE ORDINANCE
    Motion made by Rust, Seconded by Boorse.
    Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Menzer, Mitchell, Perrella, Rust – 9.

12. Gen. Ord. No. 39-25-26 by Alderpersons Dekker and Rust repealing and replacing Chapter 105 of the Municipal Code relating to zoning. REFER DRAFT ORDINANCE WITH TENTATIVE RECOMMENDATIONS TO THE 2026/2027 COMMON COUNCIL/COMMITTEE OF THE WHOLE FOR ADDITIONAL DISCUSSION AND POSSIBLE ACTION

    Voted 9-0 by Committee of the Whole to refer document to the 2026-2027 Common Council/Committee of the Whole incorporating the following recommendations and to discuss data centers:

    1. Require large scale F uses to obtain Plan Commission and Council approval regardless of whether a zoning change is necessary to support development. All members in favor.
    2. Establish mid-scale F use regulations and require mid-scale F uses to obtain Plan Commission and Council approval regardless whether a zoning change is necessary to support development. Seven members in favor.

3. Require H1 uses to obtain Plan Commission and Council approval regardless whether a zoning change is necessary to support development. All members in favor.
4. Update the environmental regulations to more closely mirror existing. All members in favor.
5. Allow ADUs on duplex residential lots. All members in favor.
6. Allow ADUs on townhome residential lots. Five members in favor.
7. Remove restriction that prohibits ADU entrances from principal building's front face. Six members in favor.
8. Remove restriction that prohibits ADU entrances from side and rear access as long as language accounts for emergency response needs. Seven members in favor.
9. Expand the list of allowable home occupations in SN districts. Six members in favor.
10. Expand the list of allowable home occupations in UN districts. Five members in favor. (Note that for items 10 and 11, we will need to discuss internally how to achieve this. Home occupations are generally permitted in all districts except Industrial, Open Space, and Natural Resource Protection.)
11. Permit businesses in SN districts if on a collector or arterial street but prohibit on local streets. Six members in favor.

13. Gen. Ord. No. 41-25-26 by Alderperson Close amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of Parcel Nos. 59281636511 and 59281636512, Rolling Meadows Drive and N. 29th Street, Sheboygan, WI from Class Suburban Residential 3 to Class Estate Residential 1 Classification. REFER TO CITY PLAN COMMISSION

OTHER MATTERS AUTHORIZED BY LAW – None.

TENTATIVE DATE OF NEXT REGULAR MEETING

14. Next scheduled meeting: April 20, 2026 at 6:00 PM

ADJOURN MEETING

15. Motion to Adjourn

MOTION TO ADJOURN AT 6:13 PM
Motion made by Rust, Seconded by Dekker.
Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Menzer, Mitchell, Perrella, Rust – 9.

CITY OF SHEBOYGAN
REPORT 55-25-26

BY BOARD OF LICENSE EXAMINERS

APRIL 20, 2026.

Submitting applications for Building Contractor Licenses already granted:

48992	Chad W Voskuil W2352 DeMaster Rd Oostburg, WI 53070-1823	Carpenter Contractor
2315	Robert E Scherer N376 Dorn Rd St Cloud WI 53079-1103	Carpenter Accessory Contractor

CITY OF SHEBOYGAN
REPORT 54-25-26

BY CITY ATTORNEY LIZ MAJERUS.

APRIL 13, 2026.

Submitting the exit interview summary for the City of Sheboygan for Quarter 1 of 2026.

Exit Interview Summary

Quarter 1, 2026

City of Sheboygan – Human Resources

Termination Information

Full-time and part-time positions only (excludes Interns, LTEs, Temps, Seasonals):

	Q1 Terms	Q2 Terms	Q3 Terms	Q4 Terms	YTD # of Terms
Retirements	5				5
Resignations	3				3
Involuntary Terms	2				2
TOTAL	10				10

Turnover Information

Turnover Period	Turn Over Rate
2026 Q1 Turnover	2.51%
2026 Q2 Turnover	
2026 Q3 Turnover	
2026 Q4 Turnover	
2026 Total Turnover	2.51%
2025 Q1 Turnover	3.02%
2025 Q2 Turnover	4.03%
2025 Q3 Turnover	4.03%
2025 Q4 Turnover	2.77%
2025 Total Turnover	13.85%
2024 Q1 Turnover	2.87%
2024 Q2 Turnover	4.69%
2024 Q3 Turnover	2.34%
2024 Q4 Turnover	1.82%
2024 Total Turnover	11.72%

Full time turnover data excludes Part-time, Interns, LTEs, Temps, Elected Officials, and Seasonal employees.

(2026 based on 399 full time positions) (2025 based on 397 full time positions)

(2024 based on 384 full time positions)

Exit Interview Information

For Quarter (1/1/2026 - 3/31/2026) there were six exit interviews conducted. Interviewees included 6 non-represented employees and no represented employees.

Statement	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Did Not Answer
I believe I was fairly compensated for the work I performed.	1	3	2			
Overall, I am pleased with the City of Sheboygan's benefit plans and offerings.	2	2	2			
My job duties were what I thought they would be when I was hired by the City.	1	3	2			
There were no obstacles, policies, or procedures that made my job difficult to perform.	1	1	3	1		
My supervisor is knowledgeable and well versed in their content area.	1	4	1			
My supervisor supports and empowers the people they supervise.	2	3	1			
I felt connected to the City as a City of Sheboygan employee; my department did not feel separate from the rest of the City.		5	1			

Reasons for leaving:

- Retiring (5)
- Type of Work
- Career Advancement Opportunity

Negative Experiences to Note:

- Lack of clear policies and procedures
- Disconnect between administration and Public Works. Would like to see connection go beyond just department head level

Positive Experiences to Note:

- Proud of the office and the level of customer service provided
- Valued the opportunity to learn and grow

- Staff really care about what they do
- Support from department leadership

HR Feedback:

During the first quarter of 2026, the City recorded 10 total separations among full-time and part-time employees, consisting of 5 retirements, 3 resignations, and 2 involuntary terminations. This resulted in a Q1 turnover rate of 2.51%, which is lower than the Q1 turnover rates observed in both 2025 (3.02%) and 2024 (2.87%). All separations in Q1 were from non-represented employees, and the majority were due to retirement. Compared to prior years, early-year turnover remains relatively stable and continues to trend below the City's recent annual totals.

Six exit interviews were completed during this period, offering helpful insight into employee experiences. Respondents generally expressed satisfaction with compensation, benefits, supervisory support, and opportunities for growth. Positive feedback highlighted pride in departmental service, strong teamwork, and supportive leadership. Areas for improvement included a desire for clearer policies and procedures and a stronger sense of connection between administration and Public Works. These themes will help guide ongoing efforts to strengthen communication, consistency, and employee engagement across the organization.

CITY OF SHEBOYGAN
REPORT 56-25-26

BY CITY ATTORNEY DEPARTMENT.

APRIL 13, 2026.

Since January 1, 2026, the City has received two (2) new claim forms. The City has resolved two (2) existing claims. Nine (9) claims remain pending.

Claim	Claimant	Date of Incident	Date Filed	Status
2-23	Robert Autman	5/5/2023	5/17/2023	Pending
18-23	Douglas Diedrichs	9/21/2023	1/16/2024	Pending
23-23	Irma Reyes and Jorge Martinez	2/11/2024	3/14/2024	Pending
5-24	Phillip Link	3/13/2024	7/8/2024	Pending
12-24	Tommie Dixon	9/8/2024	9/26/2024	Pending
16-24	Nathan Jackson	12/6/2024	1/29/2025	Pending
2-25	Cynthia Cuellar	2/15/2025	6/12/2025	Pending
3-25	Dorothy Marsho	4/19/2024	6/16/2025	Pending
9-25	Jamila Hunter	8/21/2025	9/3/2025	Resolved
13-25	Michael Braun	12/1/2025	2/17/2026	Resolved
14-25	Teagan Peitzmeier	3/16/2026	3/25/2026	Pending

Claim #2-23

Date Filed: May 17, 2023

Claimant Name: Jacobs Injury Law, S.C. for client Robert Autman

Summary of Claim: Claimant was being transported by the Sheboygan Sheriff Department from the Milwaukee County Community Reintegration Center when the driver intended to reverse, but the vehicle was in drive gear, striking a barrier in a parking lot.

Requested Claim Amount: N/A

Notice of Claim Submitted: Yes

Date Reviewed: May 26, 2023

Decision on Claim: Pending further information.

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A

Claim #18-23

Date Filed:	January 16, 2024
Claimant Name:	Alpert & Fellows LLC for client Douglas Diedrichs
Summary of Claim:	Claimant lost control of a motorcycle due to spilled diesel fuel from a Shoreline Metro bus with a missing gas cap.
Requested Claim Amount:	N/A
Notice of Claim Submitted:	Yes
Date Reviewed:	January 16, 2024
Decision on Claim:	Pending further information.
Basis for Denial/Approval:	N/A
Amount paid, if applicable:	N/A

Claim #23-23

Date Filed:	March 14, 2024
Claimant Name:	Andriusis Law Firm LLC for clients Irma Reyes and Jorge Martinez
Summary of Claim:	Claimants were riding in an ambulance when the ambulance was involved in an accident.
Requested Claim Amount:	N/A
Notice of Claim Submitted:	Yes
Date Reviewed:	March 15, 2024
Decision on Claim:	Pending further information.
Basis for Denial/Approval:	N/A
Amount paid, if applicable:	N/A

Claim #5-24

Date Filed: July 9, 2024

Claimant Name: Alpert & Fellows LLC for client Phillip Link

Summary of Claim: Claimant was on a bicycle and hit a snow plow indicator.

Requested Claim Amount: N/A

Notice of Claim Submitted: Yes

Date Reviewed: July 17, 2024

Decision on Claim: Pending further information.

Basis for Denial/Approval: N/A

Amount paid, if applicable: N/A

Claim #12-24

Date Filed:	September 26, 2024
Claimant Name:	C. Norris Law Group for client Tommie Dixon
Summary of Claim:	Personal injuries and civil rights violations suffered during an officer involved incident.
Requested Claim Amount:	N/A
Notice of Claim Submitted:	Yes
Date Reviewed:	October 8, 2024
Decision on Claim:	Pending further information.
Basis for Denial/Approval:	N/A
Amount paid, if applicable:	N/A

Claim #16-24

Date Filed:	January 29, 2025
Claimant Name:	Sperling Law Offices, LLC for client Nathan Jackson
Summary of Claim:	Claimant was on a bike and struck by a Shoreline Metro bus.
Requested Claim Amount:	N/A
Notice of Claim Submitted:	Yes
Date Reviewed:	February 19, 2025
Decision on Claim:	Pending further information.
Basis for Denial/Approval:	N/A
Amount paid, if applicable:	N/A

Claim #2-25

Date Filed:	June 12, 2025
Claimant Name:	Artisan and Truckers Casualty Company for insured Cynthia Cuellar
Summary of Claim:	Claimant's vehicle was hit by a snow plow on February 15, 2025.
Requested Claim Amount:	$1,904.75
Notice of Claim Submitted:	No
Date Reviewed:	Currently in review.
Decision on Claim:	N/A
Basis for Denial/Approval:	N/A
Amount paid, if applicable:	N/A

Claim #3-25

Date Filed:	June 16, 2025
Claimant Name:	Habush, Habush, & Rottier S.C. for client Dorothy Marsho
Summary of Claim:	Claimant states wheelchair was not properly secure in Metro Connection van.
Requested Claim Amount:	N/A
Notice of Claim Submitted:	Yes
Date Reviewed:	June 17, 2025
Decision on Claim:	Pending further information.
Basis for Denial/Approval:	N/A
Amount paid, if applicable:	N/A

Claim #9-25

Date Filed: September 3, 2025

Claimant Name: Jamila Hunter

Summary of Claim: Claimant fell off an obstacle at Shaw Family Park.

Requested Claim Amount: $20,000.00

Notice of Claim Submitted: No

Date Reviewed: November 4, 2025

Decision on Claim: Deny

Basis for Denial/Approval: The City is meeting its standard of care and was not aware of any unsafe condition at the property when the alleged injury occurred. The City is immune from liability under Wis. Stat. 895.52(2).

Amount paid, if applicable: N/A

Claim #13-25

Date Filed: February 17, 2026

Claimant Name: Michael Braun

Summary of Claim: Claimant's vehicle was struck by a snow plow on December 1, 2025.

Requested Claim Amount: $651.37

Notice of Claim Submitted: No

Date Reviewed: March 17, 2026

Decision on Claim: Pay

Basis for Denial/Approval: Per Wis. Stat. § 345.05, a municipality may be liable for damage occasioned by the operation of a motor vehicle in the course of business. In this case, law enforcement determined the snowplow operator was at fault. The City's payment of claim is conditioned upon receiving a signed release.

Amount paid, if applicable: $651.37

Claim #14-25

Date Filed:	March 25, 2026
Claimant Name:	Teagan Peitzmeier
Summary of Claim:	Claimant alleges vehicle was struck by a snow plow on March 16, 2026.
Requested Claim Amount:	$1,819.34
Notice of Claim Submitted:	No
Date Reviewed:	Pending further information.
Decision on Claim:	N/A
Basis for Denial/Approval:	N/A
Amount paid, if applicable:	N/A

CITY OF SHEBOYGAN
RESOLUTION 201-25-26

BY ALDERPERSONS MITCHELL AND PERRELLA.

APRIL 13, 2026.

A RESOLUTION accepting the Harbor Centre Business Improvement District's 2025 Financial Review Letter Report.

WHEREAS, the City levies a business improvement district assessment against the properties located within the Harbor Centre Business Improvement District ("BID") pursuant to Wis. Stat. S. 66.1109; and

WHEREAS, the monies collected are placed in a segregated account, which may be disbursed to the BID for the purpose of implementing an approved operating plan; and

WHEREAS, the City accepted the BID's 2026 operating plan on February 16, 2026; and

WHEREAS, the BID is required to provide a financial review from an independent auditor to allow the release of assessment funds.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council accepts the BID's 2025 Financial Review Letter Report and recognizes the compliance requirements have been satisfied that allowed the assessments to be released by the Finance Director.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL
_____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

HARBOR CENTRE SHEBOYGAN BID
BUSINESS IMPROVEMENT DISTRICT

March 10, 2026

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

RE: 2026 BID Allocated Funds

Dear Common Council Members,

The Harbor Centre Business Improvement District requests that the City of Sheboygan release all funds collected on our behalf and those funds allocated to us for the fiscal 2026.

Thank you for your help in this matter.

Sincerely,

Stephanie Rakun

Stephanie Rakun
Board President

Compu-Tek Accounting, Inc.

Accounting and Tax Consultants

1156 Union Ave.
Sheboygan, Wisconsin 53081
(920) 457-9494

HARBOR CENTRE BUSINESS IMPROVEMENT DISTRICT

FINANCIAL REVIEW FOR 2025

The 2025 financial records of the Harbor Centre Business Improvement District were reviewed by Andrew Diehl, a Certified Public Accountant. The records reviewed by Mr. Diehl included the income statement, balance sheet, and bank statements for 2025. The financial documents were reviewed by Mr. Diehl for the following purposes:

1. Confirm that check records by the Harbor Centre were consistent with what was reflected on the bank statements.
2. Confirm the income received and the expenses incurred on the income statement and balance sheet were consistent with what was on the bank statement.
3. Confirmed all check signatures were signed by an officer

After the review of the financial statements confirmed by Mr. Diehl that:

1. The checks recorded by HC were consistent with what was on the bank statements.
2. The income received and expenses incurred as shown on the year end income statement and balance sheets is what appeared on each month's bank statements
3. All checks that appeared on the bank statements were signed by an officer.
4. All transactions that were reviewed were entered into QuickBooks, and were reviewed by at least 2 people on the board, and were deemed consistent.

No other irregularities were noted that deserved comment, and all income and expenses were consistent with the purpose of the Harbor Centre Business Improvement District (HC) and were deemed reasonable by Mr. Diehl with no follow up needed.

Respectfully Submitted

Andrew E Diehl, CPA

Andrew Diehl, CPA
Compu-Tek Accounting Inc.

CITY OF SHEBOYGAN
RESOLUTION 204-25-26

BY ALDERPERSONS RUST AND BOORSE.

APRIL 13, 2026.

A RESOLUTION approving alcohol beverage/tobacco licenses.

WHEREAS, the following applicant(s) have completed the necessary forms required by the Wisconsin Department of Revenue and/or the City of Sheboygan for applying for an alcohol beverage/tobacco license; and

WHEREAS, the applicant(s) have been provided a list of necessary requirements that must be completed before issuance of such license; and

WHEREAS, City Staff has reviewed the license application(s) and recommends the Common Council grant the alcohol beverage/tobacco licenses for the following applicant(s) contingent upon approvals, inspections, insurance, payment of license fees and meeting State Statute requirements and Sheboygan Municipal Code.

NOW, THEREFORE, BE IT RESOLVED: The Common Council does grant the alcohol beverage/tobacco license(s) for the following applicant(s) contingent upon approvals, inspections, insurance, payment of license fees and meeting State Statute requirements and Sheboygan Municipal Code.

BE IT FURTHER RESOLVED: That the City Clerk be authorized to issue the license(s) after the applicant(s) satisfy the contingency.

CHANGE OF AGENT CIGARETTE, TOBACCO, AND ELECTRONIC VAPING DEVICE
Sherryl Hoffman is replacing Patricia McCune as agent effective immediately for Walgreens #12020 located at 2702 Calumet Drive.

CHANGE OF PREMISE

No.	Name	Address
3150	Craft 30	908 Michigan Avenue – Change of premise June 19th, 20th, and 21st 2026 to include current premise and Michigan Avenue from left of Trillings entrance, through the intersection of 9th Street.

1040	Brennan's on Michigan	1101 Michigan Avenue – Change of premise May 2nd and 3rd, 2026 to include current premise and west and south parking lot.

"CLASS B" LIQUOR LICENSE (June 30, 2026) (NEW)

No.	Name	Address
3778	Fishermans Pub LLC (Anglers Pub & Grill)	518 South Pier Drive

CLASS "B" BEER LICENSE (June 30, 2026) (NEW)

No.	Name	Address
3776	Tributary Beer Garden LLC (Tributary Beer Garden)	511 Kiwanis Park Road

"CLASS C" LICENSE (June 30, 2026) (NEW)

No.	Name	Address
3776	Tributary Beer Garden LLC (Tributary Beer Garden)	511 Kiwanis Park Road

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
RESOLUTION 207-25-26

BY ALDERPERSONS DEKKER AND RUST.

APRIL 13, 2026.

A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the attached Easement for the city to construct a mini-storm sewer at the following location:

Dale J. and Jean M. Zimmermann, 3212 North 21st Street, Sheboygan, WI

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL
_____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

EASEMENT

THIS INDENTURE, made this 7 day of April, 2026, by Dale J. Zimmermann and Jean m. Zimmermann, husband and wife residing at 3212 North 21st Street, Sheboygan, Wisconsin 53083, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

59281-650081
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the north eight (8') feet and the west eight (8') feet of the following described property:

> The North (15) feet of Lot Number Seven (7) feet, all of Lot Number Eight (8) and the South Fifty-Seven (57) feet of Lot Number Nine (9), Block One (1), in Koning Estates Subdivision in the CITY OF SHEBOYGAN,
> SHEBOYGAN COUNTY, STATE OF WISCONSIN, according to the Plat thereof.

The **GRANTOR** further grants unto the **GRANTEE,** its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 7 day of April, 2026.

Dale J. Zimmermann
(Sign in the presence of a Notary Public)

Jean M. Zimmermann
(Sign in the presence of a Notary Public

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 7 day of April, 2026, Dale J. Zimmermann and Jean M. Zimmermann, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Melissa A. Garcia
Notary Public-Sheboygan County
My commission expires 7/11/2028

MELISSA A. GARCIA NOTARY PUBLIC STATE OF WISCONSIN

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith Debruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____day of_____, 2026, Ryan Sorenson, Mayor, and Meredith Debruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No._____.

This instrument drafted by: Elizabeth Majerus

Wisconsin State Bar No. 1092402

CITY OF SHEBOYGAN
RESOLUTION 210-25-26

BY ALDERPERSONS MITCHELL AND PERRELLA.

APRIL 13, 2026.

A RESOLUTION authorizing the appropriate City officials to execute a conflict waiver letter prepared by von Briesen & Roper, s.c. regarding representation of the City of Sheboygan, as buyer, and the Redevelopment Authority, as seller, in a real estate transaction.

RESOLVED: That the City Attorney is hereby authorized to execute the conflict waiver letter, a copy of which is attached hereto.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

von Briesen & Roper, s.c. | Attorneys at Law

TAGLaw International Lawyers

Brion T. Winters
Direct Telephone
414-287-1561
Brion.Winters@vonbriesen.com

April 7, 2026

VIA EMAIL: TZ1388@sheboyganwi.gov

City of Sheboygan
Attn: Liz Majerus, City Attorney
828 Center Avenue
Sheboygan, WI

Redevelopment Authority of the City of Sheboygan
Attn: Taylor Zeinert, Executive Director
828 Center Avenue, Suite 104
Sheboygan, WI 53081

RE: **Conflict Waiver**

Dear Mr. Mayor and Ms. Zeinert,

As you know, we currently represent City of Sheboygan (the "City") as well as the Redevelopment Authority of the City of Sheboygan (the "RDA") regarding multiple separate matters and projects.

Recently, we have been asked to represent the City with regard to the purchase of six parcels of land being sold by the RDA.

To the extent that this presents a conflict of interest with undertaking the representation of any of the above-mentioned parties, we are writing to request a conflict waiver. According to Wisconsin Supreme Court rules, where there is a potential for a conflict of interest, we may only represent multiple clients if: (1) we reasonably believe that we can provide competent and diligent representation to each affected client; (2) the representation of each client is unrelated; (3) the representation of both clients is not prohibited by law; and (4) each client provides informed consent to the representation in writing.

In this situation, we believe that no current conflict exists. The proposed property purchase is designed to insure the parties' mutual goals are properly described and drafted. However, out of an abundance of caution and in the interests of transparency, we believe it prudent to request this conflict waiver, thereby acquiring the parties informed consent to permit us to represent the City with regard to this property purchase. Please keep in mind that if there were ever to be a dispute between the parties regarding this purchase, we may be ethically prohibited from representing either party in such dispute.

If you agree to provide this waiver, please sign below and return an executed copy to me. However, if you have any questions or concerns or would like to discuss further, please feel free to contact me. Thank you in advance for your consideration of this request.

von BRIESEN & ROPER, s.c.

Brion T. Winters

BTW:dlk

CITY OF SHEBOYGAN

By:_____
Liz Majerus

Title:_____

Date:_____

REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN

By:_____
Taylor Zeinert

Title:_____

Date:_____

CITY OF SHEBOYGAN
RESOLUTION 209-25-26

BY ALDERPERSONS MITCHELL AND PERRELLA.

APRIL 13, 2026.

A RESOLUTION authorizing entering into a First Amendment to Tax Incremental District Development Agreement between the City of Sheboygan and Malibu Apartments, LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the First Amendment to Tax Incremental District Development Agreement, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

FIRST AMENDMENT TO TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT ("**First Amendment**") is entered into as of April 20, 2026 (the "**First Amendment Effective Date**"), by and among the CITY OF SHEBOYGAN (the "**City**"), a Wisconsin municipal corporation, and MALIBU APARTMENTS, LLC, a Wisconsin limited liability company ("**Developer**").

RECITALS:

A. The City and Developer previously entered into a Tax Incremental District Development Agreement dated as of February 20, 2024 (the "**Development Agreement**").

B. The parties desire to amend the Development Agreement as specifically set forth herein.

C. Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Development Agreement.

NOW, THEREFORE, the City and Developer, in consideration of the terms and conditions contained in this First Amendment and for other good and valuable consideration, the receipt of which is hereby acknowledged, each hereby agrees as follows:

1. The RECITALS set forth above are true, accurate and incorporated herein by reference.

2. Recital C of the Development Agreement is hereby amended and restated in its entirety with the following:

> "C. Developer, pursuant to the terms and conditions of this Agreement (and all amendments thereto), is obligated to, among other things, construct a development on the Property consisting of one or more buildings that house at least two hundred fifteen (215) residential units with an attached parking structure (collectively, the "**Project**"). The Project will consist of two (2) phases (each a "**Phase**" and, collectively, the "**Phases**") with the first Phase consisting of the construction of a one hundred fifty-seven (157) unit southern building and parking structure on the Property (the "**First Phase**") and the second Phase consisting of the construction of a fifty-eight (58) unit northern building and parking structure on the Property (the "**Second Phase**")."

3. Section 1.1 of the Development Agreement is hereby amended and restated in its entirety with the following:

> "**1.1 Required Information.** Developer shall be deemed to have committed a Default under this Agreement and the City shall have no obligations under this Agreement and shall have the right to terminate this Agreement in accordance with the provisions of Section 1.3 below, if the Required Information (as defined below) and the Commencement Notice (as defined below) for any Phase has not been timely provided by Developer to the City in form and substance reasonably acceptable to the City.

The deadlines for Developer to provide the Required Information and the Commencement Notice for the First Phase is April 1, 2026 and for the Second Phase is November 1, 2028.

For each Phase, Developer shall provide to the City the following required information related to such Phase (collectively, the "**Required Information**") and such other documentation as the City may request, both in form and in substance acceptable to the City:

(a) A schedule for the construction of Developer Improvements (as defined below) and identifying the following for such Phase:

(i) Intended commencement and completion date,

(ii) Reasonably estimated costs associated with the construction, and

(iii) Reasonably estimated value, upon completion, of the intended improvements to be constructed on the Property.

(b) An estimated cost breakdown and construction budget summary listing the intended cost of each improvement and construction expense for such Phase, including, without limitation, all hard costs and soft costs, and the cost breakdown and budget shall be certified in writing by Developer and Developer's general contractor.

(c) Documentation confirming that Developer has complied with all necessary federal, state, county, and municipal laws, ordinances, rules, regulations, directives, orders, and requirements necessary to obtain the governmental approvals relating to such Phase. Developer shall also provide copies of all approvals by all applicable government bodies and agencies (including, without limitation, municipal or state issued building permits for such Phase).

(d) A copy of the final construction plans and complete specifications for the intended construction related to such Phase that are consistent with the provisions of this Agreement (the "**Final Plans**"). The Final Plans for such Phase must be certified as final and complete and be signed by Developer, the consulting engineer, architect and the general contractor (as applicable) and approved by the City in writing.

(e) All documents authorizing the construction and financing of such Phase and directing the appropriate officer of Developer to execute and deliver all agreements, documents and contracts required to be executed by Developer in connection with the transactions which are the subject of this Agreement (including, without limitation, authorizing resolutions of Developer).

On or before the Effective Date, Developer shall provide the City with:

(x) A commitment for an owner's policy of title insurance issued by a title insurance company licensed to do business in Wisconsin identifying Developer as the proposed insured/owner of the Property (the "**Property Commitment**") and containing

copies of all easements, restrictions, encumbrances, leases or other documents of record affecting the Property (collectively, "**Property Exceptions**"). None of the Property Exceptions shall interfere with the proposed development of the Project.

(y) A fully-executed offer to purchase the Property between Developer and the owner of record for the Property in form and substance of the offer attached hereto as Exhibit B which is incorporated herein by reference (the "**Offer**") and all contingencies set forth in the Offer (other than having to do with the effectiveness of this Agreement at the closing for such purchase of the Property) have been waived, satisfied or are no longer applicable by passage of time or otherwise.

(z) All documents authorizing the appropriate officer of Developer to execute and deliver this Agreement (including, without limitation, authorizing resolutions of Developer).

4. Section 1.3 of the Development Agreement is hereby amended and restated in its entirety with the following:

"**1.3 Termination Rights.** If Developer notifies the City in writing of Developer's election not to proceed with any Phase or Developer fails to fully and timely provide the Required Information or the Commencement Notice for any Phase (as determined in the sole discretion of the City), such Developer notification or failure shall be deemed an election by Developer to not proceed (a "**Not to Proceed Election**") with any and all Phases of the Project that have not been commenced at the time of the Not to Proceed Election. Upon the occurrence of a Not to Proceed Election: (a) the City shall have no obligation to perform any act under this Agreement (including, without limitation, issuing the MRO, completing any City Improvements or making any payment on the MRO) with regard to such Phase and any or all successive Phases, and (b) all provisions in this Agreement related to such Phase and any or all successive Phases shall be deemed null and void and removed from this Agreement. For the avoidance of any doubt, a Not to Proceed Election by Developer for a particular Phase shall not be deemed a Default under any of the prior Phases or a general Default under the Agreement.

If, for example, a Not to Proceed Election occurs after the commencement of the First Phase, then the City will have no obligation to perform any act under this Agreement with regard to the Second Phase (including, without limitation, payment of any amounts on the MRO related to the portion of the Property impacted by the Second Phase) but this Agreement shall remain in full force and effect with regard to the First Phase and the City shall remain obligated to perform all acts under this Agreement with regard to the First Phase, subject to the terms and conditions set forth herein. Notwithstanding the previous sentence and for the avoidance of any doubt, if a Default occurs with respect to a particular Phase, then the City shall not be obligated to perform **any** act under this Agreement with respect to such Phase related to the Default (including, without limitation, making **any** payment on the MRO with respect to such Phase related to the Default), but if the Default is general in nature and not specific to a given Phase (e.g., making a Tax Increment Shortfall payment), then the City shall not be obligated to perform any act under this Agreement, regardless of the Phase impacted by such Default."

5. Section 2.1 of the Development Agreement is hereby amended and restated in its entirety with the following:

"**2.1 Commencement Notice.** On or before commencement of construction of a given Phase, Developer shall provide a written notice to the City of Developer's intention to commence construction for a given Phase (the "**Commencement Notice**"). A Commencement Notice for the First Phase shall be delivered by Developer to the City on or before April 1, 2026, and a Commencement Notice for the Second Phase shall be delivered by Developer to the City on or before November 1, 2028. To be effective, the Commencement Notice shall be accompanied by, or Developer shall have previously delivered to the City, all of the Required Information for such Phase. If Developer does not timely provide the Commencement Notice and all of the Required Information to the City for the First Phase, Developer will be deemed to not be ready to develop the First Phase or any subsequent Phase and be in Default under this Agreement. If Developer does not cure all outstanding Default(s) within thirty (30) calendar days after the City provides Developer written notice of such Default(s), the City shall have the ability to exercise all remedies available in this Agreement, in equity and at law (including, without limitation, terminating this Agreement as set forth in Section 1.3 above). If Developer does not timely provide the Commencement Notice and all of the Required Information to the City for the Second Phase, Developer will be deemed to not be ready to develop the Second Phase or any subsequent Phase and be in Default under this Agreement with regard to the Second Phase and any and all subsequent Phases. If Developer does not cure all outstanding Second Phase Default(s) within thirty (30) calendar days after the City provides Developer written notice of such Default(s), then the City shall not be obligated to perform **any** act under this Agreement with respect to the Second Phase or any subsequent Phase (including, without limitation, making **any** payment on the MRO with respect to the Second Phase or any subsequent Phase).

6. Subsection 2.2(a) of the Development Agreement is hereby amended and restated in its entirety with the following:

"(a) Developer shall construct and timely complete the Project. Developer shall commence construction of: (i) the First Phase (with commencement being evidenced by installing footings for the southern building on the Property comprised of a 157-unit apartment as depicted in the site plan attached as Exhibit C) on or before May 1, 2026; and (ii) the Second Phase (with commencement being evidenced by installing footings for the northern building on the Property comprised of an at least fifty-eight (58) unit apartment as depicted in the site plan attached as Exhibit C) on or before December 31, 2028. Upon such commencement, Developer shall proceed to the fully-satisfy and complete all of the improvements, obligations and work set forth in this Section **Error! Reference source not found.** with due diligence and without unreasonable delay or interruption (with the exception of force majeure events, if any, as defined in Section **Error! Reference source not found.** below). On or before May 1, 2027 (the "**First Phase Completion Date**"), the First Phase of the Project shall be completed, and on or before December 31, 2029 (the "**Second Phase Completion Date**") the Second Phase of the Project shall be completed and on the Second Phase Completion Date at least two hundred fifteen (215) residential units shall be available for occupancy."

7. Section 3.1 of the Development Agreement is hereby amended and restated in its entirety with the following:

"**3.1 Guarantied Value.** The parties anticipate that:

(a) upon completion of the First Phase, the currently contemplated land and improvements related to the Project will have an equalized value for purposes of real property tax assessment ("**Equalized Value**") of not less than Twenty-Nine Million Two Hundred Thousand Dollars ($29,200,000.00; the "**First Phase Guarantied Value**") by December 31, 2027 (the "**First Phase Guarantied Value Date**"); and

(b) upon completion of the Second Phase, the currently contemplated land and improvements related to the Project will have an Equalized Value of not less than Forty Million Dollars ($40,000,000.00; the "**Final Guarantied Value**") by December 31, 2029 (the "**Final Guarantied Value Date**").

As a condition to entering into this Agreement, the City requires that Developer guaranty a minimum Equalized Value for the land and improvements related to the Project. By executing this Agreement, Developer and Jacob Buswell, Brian Buswell, Matthew Buswell, Todd Page and Richard Beyer (each a "**Guarantor**" and, collectively, the "**Guarantors**") each hereby jointly and severally guaranties that, on and after:

(y) the First Phase Guarantied Value Date, the Equalized Value of the land and improvements on the Property shall at all times during the life of the District prior to the Final Guarantied Value Date be at least the First Phase Guarantied Value; and

(z) the Final Guarantied Value Date, the Equalized Value of the land and improvements on the Property shall at all times during the life of the District be at least the Final Guarantied Value.

If the Equalized Value of the Property is less than the First Phase Guarantied Value any time on or after the First Phase Guarantied Value Date or if the Equalized Value of the Property is less than the Final Guarantied Value any time on or after the Final Guarantied Value Date, the Developer shall be in Default under this Agreement."

8. Section 3.2 of the Development Agreement is hereby amended and restated in its entirety with the following:

"**3.2 Failure to Construct.** If Developer provides a Commencement Notice as required by Section 2.1 above**Error! Reference source not found.** but does not timely complete construction of the applicable Phase as herein provided, then Developer and each Guarantor shall pay to the City all sums incurred by the City with regard to the preparation and drafting of this Agreement and all other sums not recoverable from Tax Increments (as defined below). All repayments shall be completed within thirty (30) calendar days after Developer's non-performance or Default under this Agreement."

9. Section 3.3 of the Development Agreement is hereby amended and restated in its entirety with the following:

"**3.3 Guaranty Obligations.** If on or any time after:

(a) the First Phase Guarantied Value Date, whether as a result of an Uncured Casualty Loss or otherwise, the Equalized Value of the Property is less than the First Phase Guarantied Value, or

(b) the Final Guarantied Value Date, whether as a result of an Uncured Casualty Loss or otherwise, the Equalized Value of the Property is less than the Final Guarantied Value ((a) and (b) above are each a "**Shortfall Event**"),

then Developer and each Guarantor shall jointly and severally owe the City an amount equal to the difference between:

(y) the Tax Increment the City otherwise would have received on the Property if the Property's Equalized Value equaled the First Phase Guarantied Value (if such Shortfall Event occurs between the First Phase Guarantied Value Date and the Final Guarantied Value Date) or the Final Guarantied Value (if such Shortfall Event occurs on or after the Final Guarantied Value Date), as applicable, and

(z) the Tax Increment received by the City in the year a Shortfall Event occurs (such difference between (y) and (z) being referred to herein as the "**Tax Increment Shortfall**").

If a Tax Increment Shortfall is owed to the City, then unless and until the Equalized Value of the Property increases to at least the First Phase Guarantied Value or Final Guarantied Value, as applicable, for each January 1 following a Shortfall Event, that the Equalized Value of the Property is less than the First Phase Guarantied Value or Final Guarantied Value, as applicable, Developer and each Guarantor, shall pay to the City an amount equal to the Tax Increment Shortfall for such calendar year. If and when the Equalized Value of the Property as of any January 1 is equal to or greater than the First Phase Guarantied Value or the Final Guarantied Value, as applicable: (i) the Default related to non-compliance with the First Phase Guarantied Value or Final Guarantied Value, as applicable, requirement shall be deemed cured, (ii) no further January 1 assessment valuations shall occur or be required, and (iii) no Tax Increment Shortfall payment obligation shall be incurred for such year or any year thereafter, unless a new Shortfall Event occurs. If a Tax Increment Shortfall continues through the closing of the District, no further Equalized Value assessment calculations shall occur and no further Tax Increment Shortfall payment obligations of Developer or any Guarantor shall arise after the District is closed. For the avoidance of any doubt, if Developer provides a Not to Proceed Election for a given Phase, then no Shortfall Event or Tax Increment Shortfall can occur with respect to such Phase related to the Not to Proceed Election.

Developer agrees that Developer shall not, and Developer hereby waives any right to, during the life of the District, challenge the assessed value of the Property below the First Phase Guarantied Value (if such assessment occurs between the First Phase Guarantied Value Date and the Final Guarantied Value Date) or the Final Guarantied Value (if such assessment occurs on or after the Final Guarantied Value Date), as applicable."

10. Section 3.4 of the Development Agreement is hereby amended and restated in its entirety with the following:

"**3.4 Payment of Tax Increment Shortfall.** Any Tax Increment Shortfall payment due to the City shall be deducted from any MRO payment (otherwise due Developer but for the Default) from the City during the year in which the Tax Increment Shortfall payment obligation arises. If the Tax Increment Shortfall payment exceeds the amount of such MRO payment, Developer and each Guarantor shall pay to the City an amount equal to the difference between such MRO payment and the Tax Increment Shortfall. If there is

no MRO payment due Developer for such year, Developer and each Guarantor shall pay to the City the full amount of the Tax Increment Shortfall for such year. Any Tax Increment Shortfall payment due to the City from Developer or any Guarantor pursuant to this **Error! Reference source not found.** shall be made within ten (10) days of written request for payment by the City."

11. Section 5.1 of the Development Agreement is hereby amended and restated in its entirety with the following:

"**5.1 Municipal Revenue Obligation.** Pursuant to the terms of this Agreement, the City agrees to issue to Developer, within ninety (90) calendar days after the City issues a plumbing permit for the First Phase, a non-interest bearing municipal revenue obligation (the "**MRO**"). The amount to be paid under the MRO shall equal ***the lesser of***:

(a) Five Million Eight Hundred Forty Thousand Dollars ($5,840,000.00); and

(b) The sum of all payments made by the City on the MRO during the life of the District but in no event after the Final Payment Date (as defined below).

If Developer completes the Second Phase timely and there is no other Default by Developer under this Agreement, within ninety (90) calendar days after the completion of the Second Phase and Developer's presentment, delivery and surrender of the original MRO to the City, the City shall reissue the MRO. The amount to be paid under the re-issued MRO shall equal ***the lesser of***:

(c) Eight Million Dollars ($8,000,000.00) *less* the amount already paid on the original MRO; and

(d) The aggregate sum of all payments made by the City on any or all MROs issued under this Agreement during the life of the District but in no event after the Final Payment Date.

Except as otherwise provided herein, payments on the MRO will equal the Available Tax Increment in each year to the extent appropriated by the City's Common Council until and including ***the earlier of*** the date this Agreement is terminated, the date the District is terminated, the Final Payment Date and the date the MRO is paid in full. "**Available Tax Increment**" means an amount equal to:

(y) ninety-five percent (95%), during the life of the District for calendar years 2028, 2029, 2030 and 2031, and

(z) seventy-five percent (75%), during the life of the District for each calendar year after 2031 but on or prior to the Final Payment Date,

of the difference between the Tax Increment actually received by the City and appropriated by the City's Common Council in each year **less** the following (collectively, the "**Priority Project Costs**"): (i) all debt service payments incurred or to be incurred by the City in a given year for work performed or to be performed with regard to the Project or the Property; (ii) the amount of the City's administrative expenses, including, but not limited to, reasonable charges for the time spent by City employees in connection with the negotiation and implementation of this Agreement, (iii) professional service costs,

including, but not limited to, those costs incurred by the City for outside architectural, planning, engineering, inspections, financial consulting and legal advice (including, without limitation, attorneys' costs and fees) and services related to the negotiation and implementation of this Agreement, and (iv) other eligible project costs previously incurred by the City in preparation for this Project or to be incurred by the City under the Project Plan, including, without limitation, site preparation and costs and expenses related to the Property or the Project provided such eligible project costs are not financed by the debt service referenced in (i) above. Any Priority Project Cost not paid due to insufficient Tax Increment shall be carried forward and paid from Tax Increment in the next year, or if necessary, following years until fully paid. "**Tax Increment**" shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the Project, the land and improvements on the Property.

Provided that Developer is not in Default under this Agreement, the City shall, subject to annual appropriation of such payment by the City's Common Council, pay the Available Tax Increment, if any, to the holder of the MRO in one annual payment, on or before October 31st of each year commencing on October 31, 2028, and continuing to (and including) the earlier of the date the MRO is paid in full or October 31, 2051 (each, a "**Payment Date**"). Notwithstanding the previous sentence, in the event that Developer is in Default on a Payment Date, payment by the City may be suspended until all outstanding Defaults are cured. If a Developer Default is limited to a given Phase, then such suspension of payment under the MRO by the City will be limited to the amount due with respect to the Phase connected to such Default.

To the extent that on any Payment Date the City is unable to make all or part of a payment of principal due on the MRO from such Available Tax Increment due to an absence of adequate Available Tax Increment, non-appropriation by the City's Common Council or otherwise, such failure shall not constitute a default by the City under the MRO. The amount of any such deficiency shall be deferred without interest. The deferred principal shall be due on the next Payment Date on which the City has the ability to payout Available Tax Increment. The term of the MRO and the City's obligation to make payments hereunder shall not extend beyond the earlier of October 31, 2051 (the "**Final Payment Date**") or the date the MRO is paid in full. If the MRO has not been paid in full by the Final Payment Date, then the City shall have no obligation to make further payments on the MRO. Upon the earlier of the date the MRO is paid in full and the Final Payment Date, the MRO shall terminate and the City's obligation to make any payments under the MRO shall be fully discharged, and the City shall have no obligation and incur no liability to make any payments hereunder or under the MRO, after such date.

The MRO shall not be payable from or constitute a charge upon any funds of the City, and the City shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the Available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The MRO is a special, limited revenue obligation of the City and shall not constitute a general obligation of the City. The City will use good faith efforts to annually appropriate the Available Tax Increment for the MRO, until the earlier of the Final Payment Date, the termination of this Agreement or the MRO, or the payment in full of the MRO as provided herein. If Available Tax Increment is received by the City earlier than the first Payment Date, the applicable portion of such increment shall be retained by the City and applied to the first payment subject to appropriation by the City Common Council.

Developer shall not have the right to assign the MRO except as set forth therein. Interests in the MRO may not be split, divided or apportioned."

12. Section 5.3 of the Development Agreement is hereby amended and restated in its entirety with the following:

"**5.3 Issuance of MRO and Payment Limitation**. Provided that Developer is not in Default under this Agreement beyond the applicable cure period (if any), the City will deliver the MRO to Developer within ninety (90) calendar days after the City issues a plumbing permit for the First Phase or within ninety (90) calendar days after the completion of the Second Phase and Developer's presentment, delivery and surrender of the original MRO to the City, as applicable. Notwithstanding the previous sentence, in the event that Developer is in Default prior to the City's issuance (or re-issuance) of the MRO, the City shall not be required to deliver the MRO to Developer until a reasonable time after, but in no event less than thirty (30) calendar days after, all such Defaults are cured and conditions are met, provided each Default is cured within the applicable cure period for such Default. If the City does not timely provide the MRO to Developer, the Developer shall make a written request to the City to deliver the executed MRO within thirty (30) calendar days after the date of such written request by the Developer. The total amount of principal to be paid under the MRO shall in no event exceed ***the lesser of***:

(a) Five Million Eight Hundred Forty Thousand Dollars ($5,840,000.00); and

(b) The sum of all payments made by the City on the MRO during the life of the District but in no event after the Final Payment Date.

If Developer completes the Second Phase timely and there is no other Default by Developer under this Agreement, within ninety (90) calendar days after the completion of the Second Phase and Developer's presentment, delivery and surrender of the original MRO to the City, the City shall reissue the MRO. The amount to be paid under the re-issued MRO shall equal ***the lesser of***:

(y) Eight Million Dollars ($8,000,000.00) *less* the amount already paid on the original MRO; and

(z) The aggregate sum of all payments made by the City on any or all MROs issued under this Agreement during the life of the District but in no event after the Final Payment Date.

The City's obligation to make payments on the MRO is conditioned on the requirement that Developer is not in Default under this Agreement. For the avoidance of any doubt, upon the occurrence of a Default, the City may suspend all payments until the Default is cured and, upon the expiration of all applicable cure periods for such Default, the City may exercise any and all available remedies. Notwithstanding the previous sentence, if a Developer Default is limited to a given Phase, then such suspension of payment under the MRO by the City will be limited to the amount due with respect to the Phase connected to such Default. For the avoidance of any doubt, upon the occurrence of a Not to Proceed Election for the First Phase, the City shall not be obligated to make any payments on the MRO, and upon the occurrence of a Not to Proceed Election for the Second Phase, the City shall not be obligated to make any payments on the MRO related to the Second Phase but

shall continue to make payments on the MRO with regard to the First Phase, provided that Developer is not otherwise in Default under this Agreement."

13. Section 6.2 of the Development Agreement is hereby amended and restated in its entirety with the following:

"**6.2 Tax Status/Restrictive Covenant.** Without the prior written consent of the City (which may be withheld for any reason), Developer shall not use or permit the use of any of the Property in any manner which would render such Property exempt from property taxation during the life of the District. Further, Developer will not challenge or contest any assessment on the Property by the City, including, but not limited to, filing any objection under Wis. Stat. Section 70.47, Wis. Stat. Section 74.37, or any Department of Revenue related assessment proceeding with regard to an assessed value of the Property for a given Phase in an amount less than the First Phase Guarantied Value or the Final Guarantied Value (as applicable and a set forth in Section 3.1 above). Developer agrees to record a deed restriction or restrictive covenant against the portions of the Property prior to any sale or leasing of any of the Property to make any subsequent purchasers or users of any portion of the Property subject to this provision. The foregoing deed restrictions or restrictive covenants shall permit, but shall not obligate, the City to enforce such deed restriction or restrictive covenant and shall be in form and in substance acceptable to the City. This provision and the deed restrictions or restrictive covenants shall continue to be applicable until the termination of the District. However, Developer shall not have a continuing obligation for compliance with this provision as to any portion of the Property in which Developer no longer maintains an interest (whether as owner, tenant, occupant or otherwise) provided that Developer has timely recorded the deed restrictions or restrictive covenants as approved by the City.

14. Section 7.1 of the Development Agreement is hereby amended by restating the last paragraph in Section 7.1 with the following:

"Notwithstanding any provision herein to the contrary, this Agreement and the MRO may be collaterally assigned to a mortgage lender financing the development and completion of each Phase of the Project (each a "**Phase Lender**").

In the event a Phase Lender forecloses (or accepts a deed in lieu of foreclosure) on a given Phase or Phases or otherwise exercises any of Phase Lender's rights under any collateral assignment related to such Phase(s) prior to substantial completion of all the Developer Improvements related to the applicable Phase(s), Phase Lender or a Qualified Developer (as defined below) shall execute all documents required by the City to confirm that such assignee is bound by the terms of this Agreement and agrees to perform all of Developer's obligations set forth in this Agreement. For the avoidance of any doubt, Developer shall remain jointly and severally liable for all obligations of Developer (whether to be completed by itself or its assign) under this Agreement.

In the event a Phase Lender forecloses (or accepts a deed in lieu of foreclosure) on a given Phase or Phases or otherwise exercises any of Phase Lender's rights under any collateral assignment related to such Phase(s) after substantial completion of all the Developer Improvements related to the applicable Phase(s), other than the maintenance, operation and management of the applicable portion of the Project, such Phase Lender shall not be required to assume the obligations of Developer under the Development Agreement; provided, however, for Lender (or Lender's nominee, successor or assign) to be able to

receive any payments on the MRO or any other benefits under this Development Agreement, all of the following conditions must be satisfied:

(a) The maintenance, operation and management of the applicable portion of the Project must be taken over by a Qualified Developer to avoid any disruption or delay in services provided to the residents in such portion of the Project.

(b) The Qualified Developer has agreed in writing to assume the Developer obligations under the Development Agreement (including, without limitation, Tax Increment Shortfall payments), but nothing contained herein shall be deemed to release Developer, any Qualified Developer or Guarantor from their respective obligations under the Development Agreement.

For the purposes of this Development Agreement, a "**Qualified Developer**" shall mean a real estate development company, as determined by the City in the City's sole discretion, that has:

(t) A demonstrated track record of successfully developing ground-up construction projects in the Midwest, which are similar in size, character, use, class, scope and value to the Project;

(u) Then current development capabilities, reputation and financial resources to undertake, complete and properly manage the Project;

(v) Not in the past defaulted on any project with the City;

(w) Not been the subject of any felony criminal charges or proceedings;

(x) Not been the subject of a voluntary or involuntary petition for relief under the bankruptcy code;

(y) Not brought a claim, lawsuit or otherwise against the City at any time prior to the date of any proposed assignment; and

(z) Been approved by the City to replace Developer.

15. Exhibit C of the Development Agreement is hereby amended and restated in its entirety with the Exhibit C attached to this First Amendment.

16. Exhibit D of the Development Agreement is hereby amended and restated in its entirety with the Exhibit D attached to this First Amendment.

17. Exhibit F of the Development Agreement is hereby amended and restated in its entirety with the Exhibit F attached to this First Amendment.

18. This First Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective, permitted successors and assigns.

19. Except as expressly amended herein, the Development Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of the Development Agreement and this First Amendment, this First Amendment shall control.

20. The counterparts provisions in Section 16.12 of the Development Agreement are incorporated herein by reference and shall apply to the execution and delivery of this First Amendment.

[The remainder of this page is intentionally left blank with a signature pages to follow.]

#43025851v8

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the First Amendment Effective Date.

CITY: CITY OF SHEBOYGAN

By: _____
Name: Ryan Sorenson, City Mayor

Attest: _____
Name: Meredith DeBruin, City Clerk

STATE OF WISCONSIN)
) I
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2026, the above named Ryan Sorenson and Meredith DeBruin, the City Mayor and the City Clerk of the City of Sheboygan, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Wisconsin
My commission _____

DEVELOPER: MALIBU APARTMENTS, LLC

By: _____
Name: Jacob Buswell, Partner

STATE OF WISCONSIN)
) I
_____ COUNTY)

Personally came before me this _____ day of _____, 2026, the above named Jacob Buswell, a Partner of Malibu Apartments, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Wisconsin
My commission _____

THIS FIRST AMENDMENT IS ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED GUARANTOR FOR PURPOSES OF THE GUARANTY PROVIDED IN ARTICLE III OF THE DEVELOPMENT AGREEMENT (AS AMENDED BY THIS FIRST AMENDMENT). I HAVE REVIEWED OR HAD AN OPPORTUNITY TO REVIEW THE DEVELOPMENT AGREEMENT AND THIS FIRST AMENDMENT AND HAVE CONSULTED OR HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL REGARDING THE OBLIGATIONS CREATED ON ME PERSONALLY IN SUCH DOCUMENTS. I AGREE THAT SUCH GUARANTY IS ENTERED INTO IN THE INTEREST OF MY MARRIAGE AND FAMILY.

GUARANTOR:

_____
Jacob Buswell

MARITAL PURPOSE STATEMENT AND SPOUSAL CONSENT:

My spouse, Jacob Buswell, has agreed to personally guarantee obligations under the Development Agreement (as amended by this First Amendment) to the City. I consent to this act by my spouse and acknowledge that such act was entered into in the interests of our marriage and family, but by signing below I am not becoming personally liable as a guarantor.

_____
Mary Elizabeth Buswell, Spouse of Jacob Buswell

THIS FIRST AMENDMENT IS ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED GUARANTOR FOR PURPOSES OF THE GUARANTY PROVIDED IN ARTICLE III OF THE DEVELOPMENT AGREEMENT (AS AMENDED BY THIS FIRST AMENDMENT). I HAVE REVIEWED OR HAD AN OPPORTUNITY TO REVIEW THE DEVELOPMENT AGREEMENT AND THIS FIRST AMENDMENT AND HAVE CONSULTED OR HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL REGARDING THE OBLIGATIONS CREATED ON ME PERSONALLY IN SUCH DOCUMENTS. I AGREE THAT SUCH GUARANTY IS ENTERED INTO IN THE INTEREST OF MY MARRIAGE AND FAMILY.

GUARANTOR:

_____
Brian Buswell

MARITAL PURPOSE STATEMENT AND SPOUSAL CONSENT:

My spouse, Brian Buswell, has agreed to personally guarantee obligations under the Development Agreement (as amended by this First Amendment) to the City. I consent to this act by my spouse and acknowledge that such act was entered into in the interests of our marriage and family, but by signing below I am not becoming personally liable as a guarantor.

_____
Debra Buswell, Spouse of Brian Buswell

THIS FIRST AMENDMENT IS ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED GUARANTOR FOR PURPOSES OF THE GUARANTY PROVIDED IN ARTICLE III OF THE DEVELOPMENT AGREEMENT (AS AMENDED BY THIS FIRST AMENDMENT). I HAVE REVIEWED OR HAD AN OPPORTUNITY TO REVIEW THE DEVELOPMENT AGREEMENT AND THIS FIRST AMENDMENT AND HAVE CONSULTED OR HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL REGARDING THE OBLIGATIONS CREATED ON ME PERSONALLY IN SUCH DOCUMENTS. I AGREE THAT SUCH GUARANTY IS ENTERED INTO IN THE INTEREST OF MY MARRIAGE AND FAMILY.

GUARANTOR:

_____
Matthew Buswell

MARITAL PURPOSE STATEMENT AND SPOUSAL CONSENT:

My spouse, Matthew Buswell, has agreed to personally guarantee obligations under the Development Agreement (as amended by this First Amendment) to the City. I consent to this act by my spouse and acknowledge that such act was entered into in the interests of our marriage and family, but by signing below I am not becoming personally liable as a guarantor.

_____
Jessye Buswell, Spouse of Matthew Buswell

THIS FIRST AMENDMENT IS ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED GUARANTOR FOR PURPOSES OF THE GUARANTY PROVIDED IN ARTICLE III OF THE DEVELOPMENT AGREEMENT (AS AMENDED BY THIS FIRST AMENDMENT). I HAVE REVIEWED OR HAD AN OPPORTUNITY TO REVIEW THE DEVELOPMENT AGREEMENT AND THIS FIRST AMENDMENT AND HAVE CONSULTED OR HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL REGARDING THE OBLIGATIONS CREATED ON ME PERSONALLY IN SUCH DOCUMENTS. I AGREE THAT SUCH GUARANTY IS ENTERED INTO IN THE INTEREST OF MY MARRIAGE AND FAMILY.

GUARANTOR:

_____
Todd Page

MARITAL PURPOSE STATEMENT AND SPOUSAL CONSENT:

My spouse, Todd Page, has agreed to personally guarantee obligations under the Development Agreement (as amended by this First Amendment) to the City. I consent to this act by my spouse and acknowledge that such act was entered into in the interests of our marriage and family, but by signing below I am not becoming personally liable as a guarantor.

_____
Debbie Page, Spouse of Todd Page

THIS FIRST AMENDMENT IS ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED GUARANTOR FOR PURPOSES OF THE GUARANTY PROVIDED IN ARTICLE III OF THE DEVELOPMENT AGREEMENT (AS AMENDED BY THIS FIRST AMENDMENT). I HAVE REVIEWED OR HAD AN OPPORTUNITY TO REVIEW THE DEVELOPMENT AGREEMENT AND THIS FIRST AMENDMENT AND HAVE CONSULTED OR HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL REGARDING THE OBLIGATIONS CREATED ON ME PERSONALLY IN SUCH DOCUMENTS. I AGREE THAT SUCH GUARANTY IS ENTERED INTO IN THE INTEREST OF MY MARRIAGE AND FAMILY.

GUARANTOR:

_____
Richard Beyer

MARITAL PURPOSE STATEMENT AND SPOUSAL CONSENT:

My spouse, Richard Beyer, has agreed to personally guarantee obligations under the Development Agreement (as amended by this First Amendment) to the City. I consent to this act by my spouse and acknowledge that such act was entered into in the interests of our marriage and family, but by signing below I am not becoming personally liable as a guarantor.

_____
Michelle Jensen-Beyer, Spouse of Richard Beyer

EXHIBIT C

SITE PLAN

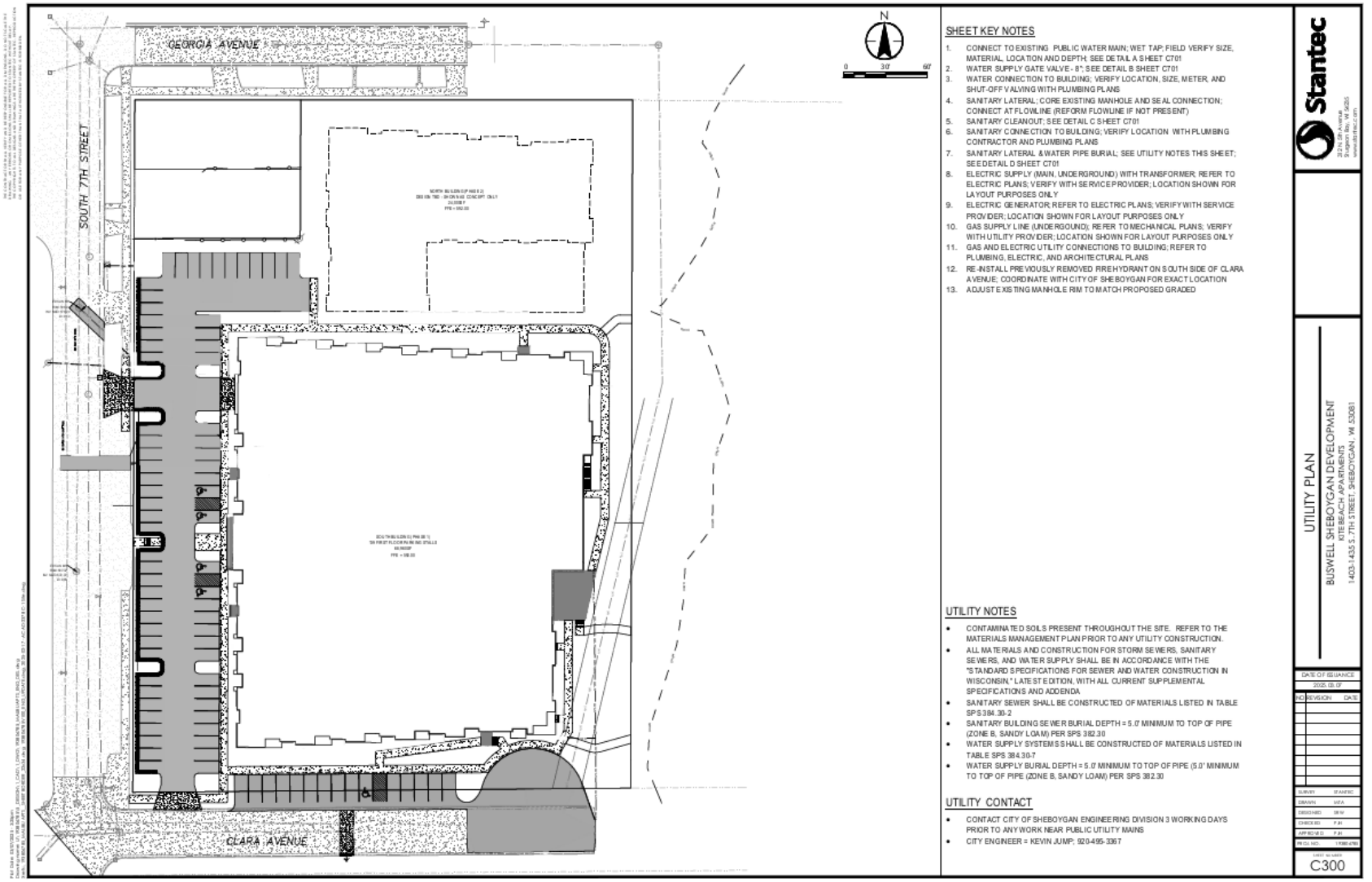


EXHIBIT D

MRO

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF SHEBOYGAN
CITY OF SHEBOYGAN

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION ("**MRO**")

Number	Date of Original Issuance	Amount
[____]	[_____]	Up to $[_____]

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "**City**"), promises to pay to Malibu Apartments, LLC (the "**Developer**"), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Revenues described below, without interest.

This MRO shall be payable in installments of principal due on October 31 (the "**Payment Dates**") in each of the years and in the amounts set forth on the debt service schedule attached hereto as Schedule 1.

This MRO has been issued to finance projects within the City's Tax Incremental District No. 21, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the "Special Redemption Fund" provided for under the resolution adopted on April 20, 2026, by the Common Council of the City (the "**Resolution**"). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement dated as of February 20, 2024 by and between the City and Developer and as subsequently amended by a First Amendment to Tax Incremental District Development Agreement dated as of April 20, 2026 (collectively, the "**Development Agreement**"). All capitalized but undefined terms herein shall take on the meaning given to such terms in the Development Agreement.

This MRO does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from Available Tax Increment generated by the Property and appropriated by the City's Common Council to the payment of this MRO (the "**Revenues**"). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference.

If on any Payment Date there shall be insufficient Revenues appropriated to pay the principal due on this MRO, the amount due but not paid shall be deferred. The deferred principal shall be payable on the next Payment Date until ***the earlier of***: (a) the date this MRO is paid in full, and (b) the Final Payment Date (as defined below). The City shall have no

obligation to pay any amount of this MRO which remains unpaid after the Final Payment Date. The owners of this MRO shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the City's Common Council to payment of this MRO. The "**Final Payment Date**" is October 31, 2051.

At the option of the City, this MRO is subject to prepayment in whole or in part at any time.

The City makes no representation or covenant (express or implied) that the Available Tax Increment or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder are subject to appropriation, by the City's Common Council, of Tax Increments or other amounts to make payments due on this MRO. In addition, as provided in Section **Error! Reference source not found.** of the Development Agreement, the total amount of principal to be paid shall in no event exceed ***the lesser of***:

(a) [_____] Dollars ($[_____]), and

(b) The sum of all payments made by the City on this MRO or any other MRO (whether re-issued or otherwise) during the life of the District but in no event after the Final Payment Date.

For the avoidance of any doubt, the Available Tax Increment for MRO payments made during the life of the District in 2027, 2028, 2029, 2030 and 2031, if made, shall equal ninety-five percent (95%) of the difference between the Tax Increment actually received by the City in such year and allocated for payment on the MRO **less** the Priority Project Costs, and the Available Tax Increment for MRO payments made during the life of the District for every year after 2031 but prior to or on the Final Payment Date, if made, shall equal seventy-five percent (75%) of the difference between the Tax Increment actually received by the City in such year and allocated for payment on the MRO **less** the Priority Project Costs.

When such amount of Revenues has been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect hereto. Further, as provided in Sections **Error! Reference source not found.**, **Error! Reference source not found.** and **Error! Reference source not found.** of the Development Agreement or otherwise, the City's obligations to make payments on this MRO may be suspended or terminated in the event Developer is in Default under any of the terms and conditions of the Development Agreement, provided payments may be resumed when any such Default is timely cured and any payments missed due to an uncured Default also shall be paid from Available Tax Increment upon timely cure of such Default.

THIS MRO IS A SPECIAL, LIMITED REVENUE OBLIGATION AND NOT A GENERAL OBLIGATION OF THE CITY AND IS PAYABLE BY THE CITY ONLY FROM THE SOURCES AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS MRO IS NOT A GENERAL OBLIGATION OF THE CITY, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE CITY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR INTEREST OF THIS MRO. FURTHER, NO PROPERTY OR OTHER ASSET OF THE

CITY, EXCEPT THE ABOVE-REFERENCED REVENUES, IS OR SHALL BE A SOURCE OF PAYMENT OF THE CITY'S OBLIGATIONS HEREUNDER.

This MRO is issued by the City pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

Except as otherwise expressly provided for in the Development Agreement, this MRO may be transferred or assigned, in whole or in part, only upon prior written consent of the City which may be withheld, conditioned or delayed for any reason. Interests in this MRO may not be split, divided or apportioned, except as set forth herein. In order to transfer or assign the MRO, if permitted by the City, the transferee or assignee shall surrender the same to the City either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the City. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this MRO have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Common Council of the City of Sheboygan has caused this MRO to be signed on behalf of the City by its duly qualified and acting City Administrator and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF SHEBOYGAN

By: _____ EXHIBIT
Name: _____, City Administrator

(SEAL)

Attest: _____ EXHIBIT
Name: _____, City Clerk

Schedule 1

Payment Schedule

Subject to the City's actual receipt of Available Tax Increment and the terms and conditions of the Development Agreement (including, without limitation, the City's right to modify this payment schedule based upon market conditions and the actual and projected Available Tax Increment generated from the Project), the City shall make the following payments on the MRO to Developer:

Payment Date	**Payment Amount**
October 31, 2027	$_____
October 31, 2028	$_____
October 31, 2029	$_____
October 31, 2030	$_____
October 31, 2031	$_____
October 31, 2032	$_____
October 31, 2033	$_____
October 31, 2034	$_____
October 31, 2035	$_____
October 31, 2036	$_____
October 31, 2037	$_____
October 31, 2038	$_____
October 31, 2039	$_____
October 31, 2040	$_____
[October 31, 20__	$_____]
	==========
Total	Up to $[_____]

REGISTRATION PROVISIONS

This MRO shall be registered in registration records kept by the Clerk of the City of Sheboygan, Sheboygan County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this MRO may thereafter be transferred only upon presentation of this MRO together with a written instrument of transfer in form and substance acceptable to the City and duly executed by the registered owner or his/her/its attorney, such transfer to be made on such records and endorsed hereon.

Date of Registration	Name of Registered Owner	Signature of [City Clerk]

EXHIBIT F

STREET PARKING WORK AREA

The Street Parking Work shall be performed in the area highlighted below.



CITY OF SHEBOYGAN
RESOLUTION 205-25-26

BY ALDERPERSONS DEKKER AND RUST.

APRIL 13, 2026.

A RESOLUTION MAKING WRITTEN FINDINGS PURSUANT TO WISCONSIN STATUTES SECTION 32.03(6)(bm) CONCERNING THE PROPOSED ACQUISITION OF PROPERTY INTERESTS FOR THE SOUTHSIDE SANITARY SEWER SYSTEM PROJECT.

WHEREAS, the City of Sheboygan ("City") proposes to acquire certain permanent limited sanitary sewer easements and temporary limited sanitary sewer easements in connection with the Southside Sanitary Sewer System Project (the "Project"), a public improvement consisting of the construction, installation, operation, and maintenance of sanitary sewer facilities along the Alternative 1 Alliant Corridor alignment as described in the Facility Plan prepared by Foth Infrastructure & Environment, LLC, originally dated July 2022 and revised February 2024 (the "Facility Plan");

WHEREAS, the Facility Plan identified that the Southside Growth Area, generally bounded by Washington Avenue to the north, County Road V to the south, the U.P.R.R. to the west, and Lake Michigan to the east, requires new sanitary sewer interceptor infrastructure to convey projected peak wastewater flows from anticipated residential, commercial, and industrial development to the City's Wastewater Treatment Facility, and recommended Alternative 1 (the Alliant Corridor alignment) as the most cost-effective means of serving the Southside Growth Area (the "Project");

WHEREAS, the recommended alignment for the sanitary sewer interceptor traverses portions of the following properties: (a) Tax Key No. 59281472507, being Lot 1 of a Certified Survey Map recorded in Volume 18 of Certified Survey Maps, at Pages 65/66, as Document No. 1607248, located in the Northwest Quarter of the Northeast Quarter of Section 10, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin ("Parcel 11"); and (b) Tax Key No. 59030454780, located in the Northeast Quarter of the Northwest Quarter of Section 10, Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin ("Parcel 13"), and the City requires, across each of the foregoing parcels, (i) a permanent limited sanitary sewer easement for the installation, maintenance, replacement, and access of a sanitary sewer and appurtenant facilities, and (ii) a temporary limited sanitary sewer easement for construction access, equipment staging, materials storage, and site restoration in connection with the installation of such facilities, which temporary limited easements shall terminate upon the earlier of completion of construction and restoration of the affected areas, or March 6, 2029, all as described in Exhibit A (legal descriptions) and depicted in Exhibit B (easement plats) attached hereto;

WHEREAS, Parcel 11 is located within the corporate limits of the City of Sheboygan, and Parcel 13 is located outside the corporate limits of the City, within the Town of Wilson, Sheboygan County, Wisconsin;

WHEREAS, Wis. Stat. § 32.03(6)(bm) provides that before commencing the condemnation of real property that is outside of the boundaries of a municipality, the municipality shall make written findings and provide a copy of the findings to the owner of the property and each town, village, or city in which the property is located, and that such findings shall include a description of the project, a legal description of the project area, and the purpose of the condemnation;

WHEREAS, the City is authorized to acquire property interests for sanitary sewer purposes pursuant to Wis. Stat. §§ 62.22(1)(a), 62.18(13), 66.0819(1), and 66.0821(2)(a)1., and to exercise the power of condemnation for such purposes under Wis. Stat. ch. 32;

WHEREAS, the City has been unable to acquire the required easement interests by gift or purchase at an agreed price;

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

1. That the above WHEREAS clauses, including Exhibits A and B, are hereby incorporated into and made a part of this Resolution.
2. **Description of the Project.** The Project is the Southside Sanitary Sewer System Project, consisting of the construction, installation, operation, maintenance, repair, and replacement of sanitary sewer facilities, including gravity sewers, force mains, manholes, pumping stations, and all related appurtenances, along the Alternative 1 Alliant Corridor alignment as described and recommended in the Facility Plan. The Project is a public improvement undertaken by the City to provide sanitary sewer collection and conveyance capacity to serve the south side of the City and adjacent areas within the Sheboygan Urbanized Area Sewer Service Area, and to connect to the City's existing regional wastewater treatment facility.
3. **Legal Description of the Project Area.** The Project area is described on the attached Exhibit A. The properties over which interests are proposed for acquisition, are identified as follows:

   Parcel 11. Real property located within the corporate limits of the City of Sheboygan, Sheboygan County, Wisconsin, identified as Tax Key No. 59281472507, being part of Lot 1 of a Certified Survey Map recorded in Volume 18 of Certified Survey Maps, at Pages 65/66, as Document No. 1607248, situated in the Northwest Quarter of the Northeast Quarter of Section 10, Township 14 North, Range 23 East. The proposed acquisition consists of: (a) a permanent limited sanitary sewer easement containing approximately 0.348 acres; and (b) a temporary limited sanitary sewer easement

containing approximately 0.036 acres, all as more particularly described in Exhibit A and depicted in Exhibit B attached hereto.

Parcel 13. Real property located in the Town of Wilson, Sheboygan County, Wisconsin, outside the corporate limits of the City, identified as Tax Key No. 59030454780, situated in the Northeast Quarter of the Northwest Quarter of Section 10, Township 14 North, Range 23 East. The proposed acquisition consists of: (a) a permanent limited sanitary sewer easement containing approximately 0.871 acres; and (b) a temporary limited sanitary sewer easement containing approximately 0.937 acres, all as more particularly described in Exhibit A and depicted in Exhibit B attached hereto.

4. **Purpose of the Condemnation.** The purpose of the proposed condemnation is the acquisition of permanent limited sanitary sewer easements and temporary limited sanitary sewer easements necessary for the construction, installation, operation, maintenance, repair, and replacement of sanitary sewer facilities in connection with the Project. The permanent limited easements are required for the permanent location, operation, and maintenance of the sanitary sewer infrastructure. The temporary limited easements are required for construction access, equipment staging, materials storage, and site restoration in connection with the installation of such facilities, and shall terminate upon the earlier of (i) completion of construction and restoration of the affected areas, or (ii) March 6, 2029.

5. **Service of Findings.** Because Parcel 13 is located outside the corporate limits of the City, the City Clerk is hereby directed, pursuant to Wis. Stat. § 32.03(6)(bm), to provide a copy of this Resolution, together with all exhibits attached hereto, to (a) the owner or owners of the real property described as Parcel 13, at their last known address or addresses as determined from the records of the Register of Deeds for Sheboygan County and any applicable title evidence in the City's possession; and (b) the Town of Wilson, Sheboygan County, Wisconsin, by service upon the Town Clerk at the Town's principal office. Service shall be made by personal delivery or by certified mail, return receipt requested. The City Clerk shall file proof of service with the records of the Common Council.

6. That this Resolution shall take effect upon passage and publication as required by law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY INTERESTS

PARCEL 11: Tax ID 59281472507

PERMANENT SANITARY SEWER EASEMENT:

Part of Lot 1 of a Certified Survey Map recorded in Volume 18 of Certified Survey Maps, at Pages 65/66, as Document No. 1607248, being a redivision of Volume 11 of Certified Survey Maps, at Page 151, and also a part of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 10; thence South 00°15'24" West along the West line of said Northeast 1/4 Section, 33.01 feet to a point on the South right-of-way line of C.T.H. "EE" and the point of beginning of lands described hereinafter; thence South 88°33'03" East along said South line 39.95 feet to a point on the East line of said Lot 1; thence South 00°20'56" West along said East line 199.76 feet; thence South 88°33'03" East along said East line 0.38 feet; thence South 00°15'24" West 128.26 feet; thence South 21°24'44" West 110.83 feet to a point on the West line of said Northeast 1/4 Section; thence North 00°15'24" East 432.23 feet to the point of beginning.

Said Lands contain 0.348 acres more or less.

Said Permanent Easement to be used for the installation, maintenance/replacement and access of a sanitary sewer.

TEMPORARY LIMITED SANITARY SEWER EASEMENT:

Part of Lot 1 of a Certified Survey Map recorded in Volume 18 of Certified Survey Maps, at Pages 65/66, as Document No. 1607248, being a redivision of Volume 11 of Certified Survey Maps, at Page 151, and also a part of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 10; thence South 00°15'24" West along the West line of said Northeast 1/4 Section, 33.01 feet to a point on the South right-of-way line of C.T.H. "EE"; thence South 88°33'03" East along said South line 39.95 feet to a point on the East line of said Lot 1; thence South 00°20'56" West along said East line 199.76 feet; thence South 88°33'03" East along said East line 0.38 feet; thence South 00°15'24" West 99.52 feet to the point of beginning of lands described hereinafter; thence continue South 89°44'36" East 30.00 feet; thence South 00°15'24" West 50.00 feet; thence North 89°44'36" West 38.23 feet; thence North 21°24'44" East 22.80 feet; thence North 00°15'24" East 28.73 feet; to the point of beginning.

Said Lands contain 0.036 acres more or less.

Said Temporary Limited Easements to be used for the purpose of installation of a sanitary sewer and shall be terminated upon the earlier of (i) completion of construction and restoration of the affected areas, or (ii) March 6, 2029.

PARCEL 13: Tax ID 59030454780

PERMANENT SANITARY SEWER EASEMENT:

Part of the Northwest 1/4 of Section 10, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of said Section 10; thence South 00°15'24" West along the East line of said Northwest 1/4 Section, 360.01 feet to the point of beginning of lands described hereinafter; thence continue South 00°15'24" West 105.22 feet; thence South 21°24'44" West 369.93 feet; thence South 00°17'33" West 520.00 feet; thence North 88°43'07" West 40.01 feet; thence North 00°17'33" East 526.77 feet; thence North 21°24'44" East 474.77 feet; thence South 88°44'28" East 2.16 feet to the point of beginning.

Said Lands contain 0.871 acres more or less.

Said Permanent Easement to be used for the installation, maintenance/replacement and access of a sanitary sewer.

TEMPORARY LIMITED SANITARY SEWER EASEMENT:

Part of the Northwest 1/4 of Section 10, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of said Section 10; thence South 00°15'24" West along the East line of said Northwest 1/4 Section, 465.23 feet; thence South 21°24'44" West 369.93 feet; thence South 00°17'33" West 520.00 feet; thence South 88°43'07" East 50.01 feet; thence North 00°17'33" East 511.54 feet; thence North 21°24'44" East 231.40 feet; thence North 00°15'24" East 138.54 feet to the point of beginning.

Said Lands contain 0.937 acres more or less.

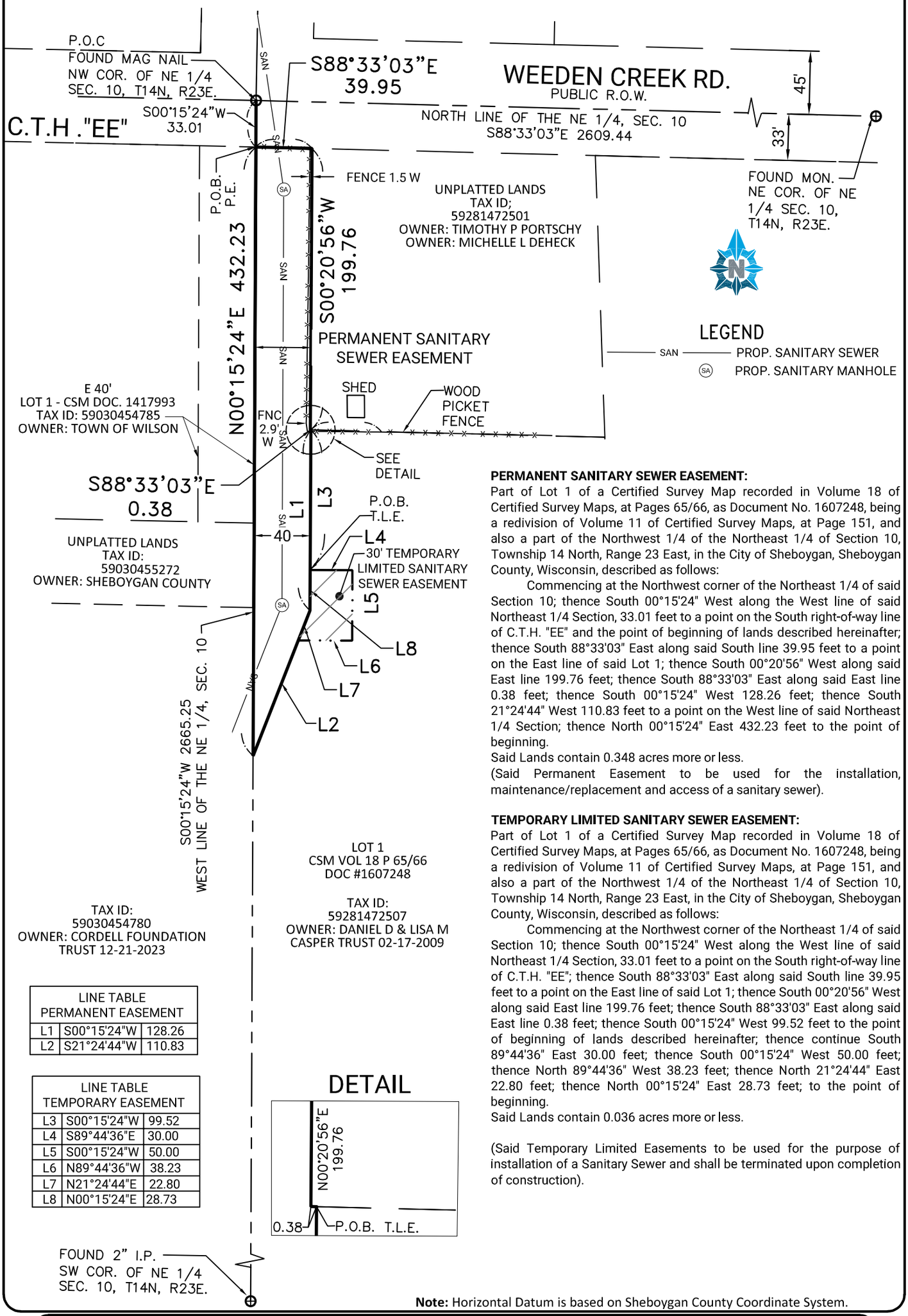
Said Temporary Limited Easement to be used for the purpose of installation of a sanitary sewer and shall be terminated upon the earlier of (i) completion of construction and restoration of the affected areas, or (ii) March 6, 2029.

EXHIBIT B
EASEMENT PLATS

[Easement Exhibit 11, prepared by Foth Infrastructure & Environment, LLC, Project I.D. 0024S042.01, surveyed 05/27/24, prepared 06/25/25, checked 06/25/25, to be attached hereto]

[Easement Exhibit 13, prepared by Foth Infrastructure & Environment, LLC, Project I.D. 0024S042.01, surveyed 05/27/24, prepared 06/25/25, checked 06/25/25, revised 01/13/26, to be attached hereto]

EASEMENT EXHIBIT 11



LINE TABLE PERMANENT EASEMENT		
L1	S00°15'24"W	128.26
L2	S21°24'44"W	110.83

LINE TABLE TEMPORARY EASEMENT		
L3	S00°15'24"W	99.52
L4	S89°44'36"E	30.00
L5	S00°15'24"W	50.00
L6	N89°44'36"W	38.23
L7	N21°24'44"E	22.80
L8	N00°15'24"E	28.73

DETAIL

PERMANENT SANITARY SEWER EASEMENT:

Part of Lot 1 of a Certified Survey Map recorded in Volume 18 of Certified Survey Maps, at Pages 65/66, as Document No. 1607248, being a redivision of Volume 11 of Certified Survey Maps, at Page 151, and also a part of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 10; thence South 00°15'24" West along the West line of said Northeast 1/4 Section, 33.01 feet to a point on the South right-of-way line of C.T.H. "EE" and the point of beginning of lands described hereinafter; thence South 88°33'03" East along said South line 39.95 feet to a point on the East line of said Lot 1; thence South 00°20'56" West along said East line 199.76 feet; thence South 88°33'03" East along said East line 0.38 feet; thence South 00°15'24" West 128.26 feet; thence South 21°24'44" West 110.83 feet to a point on the West line of said Northeast 1/4 Section; thence North 00°15'24" East 432.23 feet to the point of beginning.

Said Lands contain 0.348 acres more or less.

(Said Permanent Easement to be used for the installation, maintenance/replacement and access of a sanitary sewer).

TEMPORARY LIMITED SANITARY SEWER EASEMENT:

Part of Lot 1 of a Certified Survey Map recorded in Volume 18 of Certified Survey Maps, at Pages 65/66, as Document No. 1607248, being a redivision of Volume 11 of Certified Survey Maps, at Page 151, and also a part of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 10; thence South 00°15'24" West along the West line of said Northeast 1/4 Section, 33.01 feet to a point on the South right-of-way line of C.T.H. "EE"; thence South 88°33'03" East along said South line 39.95 feet to a point on the East line of said Lot 1; thence South 00°20'56" West along said East line 199.76 feet; thence South 88°33'03" East along said East line 0.38 feet; thence South 00°15'24" West 99.52 feet to the point of beginning of lands described hereinafter; thence continue South 89°44'36" East 30.00 feet; thence South 00°15'24" West 50.00 feet; thence North 89°44'36" West 38.23 feet; thence North 21°24'44" East 22.80 feet; thence North 00°15'24" East 28.73 feet; to the point of beginning.

Said Lands contain 0.036 acres more or less.

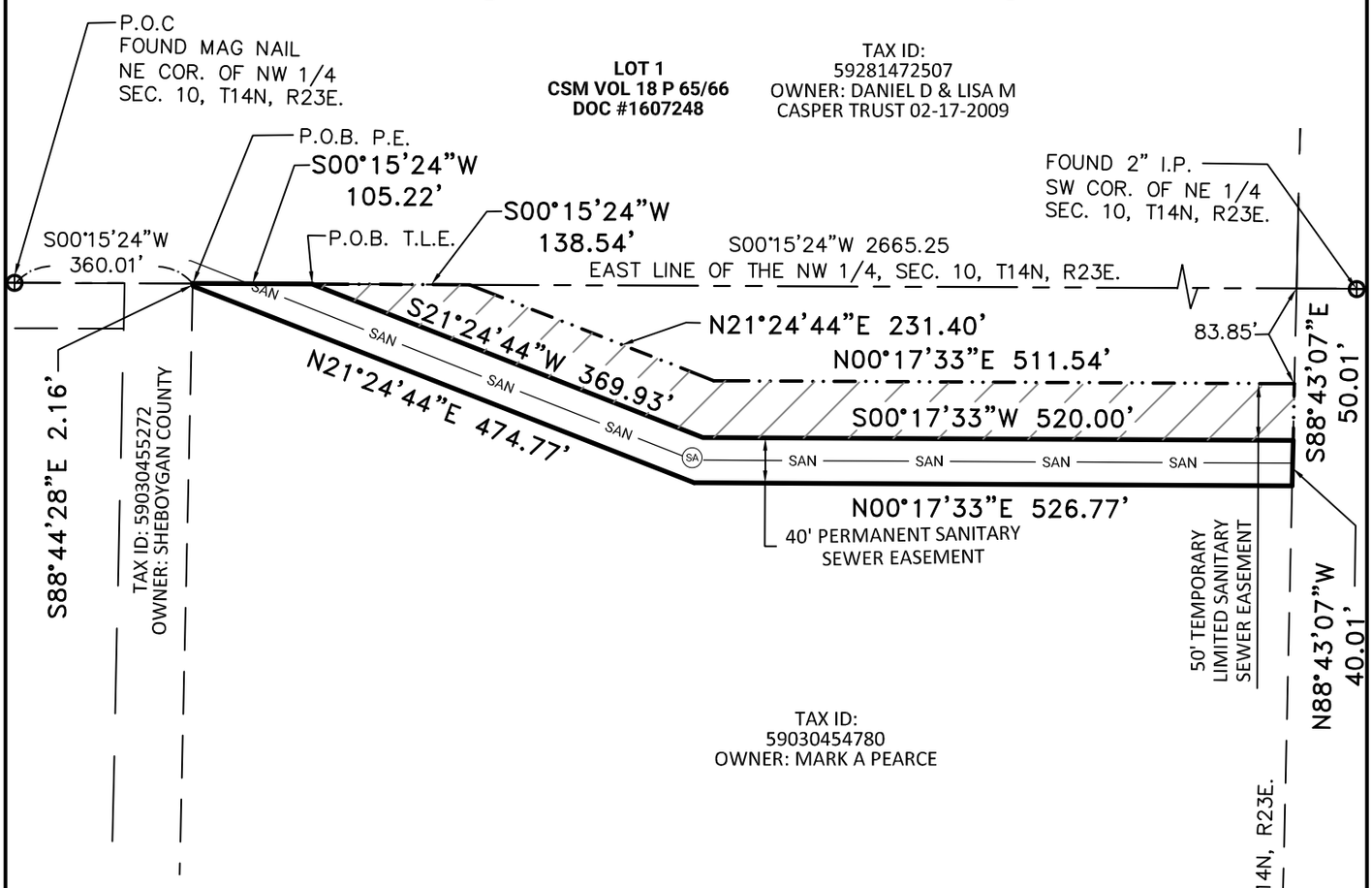
(Said Temporary Limited Easements to be used for the purpose of installation of a Sanitary Sewer and shall be terminated upon completion of construction).

Note: Horizontal Datum is based on Sheboygan County Coordinate System.

PROJECT ID: 0024S042.01	OWNER:		BY	DATE
SHEET: 1 OF 1	CITY OF SHEBOYGAN 828 CENTER AVE., STE 105. SHEBOYGAN, WI 53081	SURVEYED BY	JDS	05/27/24
0 40 80		PREPARED BY	FXA	06/25/25
		CHECKED BY	TDC	06/25/25

Foth
Foth Infrastructure & Environment, LLC
7044 S. Ballpark Dr. Suite 200
Franklin, WI 53132
Phone: 414-336-7900

EASEMENT EXHIBIT 13



PERMANENT SANITARY SEWER EASEMENT:
Part of the Northwest 1/4 of Section 10, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of said Section 10; thence South 00°15'24" West along the East line of said Northwest 1/4 Section, 360.01 feet to the point of beginning of lands described hereinafter; thence continue South 00°15'24" West 105.22 feet; thence South 21°24'44" West 369.93 feet; thence South 00°17'33" West 520.00 feet; thence North 88°43'07" West 40.01 feet; thence North 00°17'33" East 526.77 feet; thence North 21°24'44" East 474.77 feet; thence South 88°44'28" East 2.16 feet to the point of beginning.

Said Lands contain 0.871 acres more or less.

(Said Permanent Easement to be used for the installation, maintenance/replacement and access of a Sanitary Sewer).

TEMPORARY LIMITED SANITARY SEWER EASEMENT:
Part of the Northwest 1/4 of Section 10, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of said Section 10; thence South 00°15'24" West along the East line of said Northwest 1/4 Section, 465.23 feet; thence South 21°24'44" West 369.93 feet; thence South 00°17'33" West 520.00 feet; thence South 88°43'07" East 50.01 feet; thence North 00°17'33" East 511.54 feet; thence North 21°24'44" East 231.40 feet; thence North 00°15'24" East 138.54 feet to the point of beginning.

Said Lands contain 0.937 acres more or less.

(Said Temporary Limited Easements to be used for the purpose of installation of a Sanitary Sewer and shall be terminated upon completion of construction).

LEGEND

SAN — PROP. SANITARY SEWER

SA — PROP. SANITARY MANHOLE

Note: Horizontal Datum is based on Sheboygan County Coordinate System.

PROJECT ID:	0024S042.01
SHEET:	1 OF 1
0	75 150

OWNER:
CITY OF SHEBOYGAN
828 CENTER AVE., STE 105.
SHEBOYGAN, WI 53081

	BY	DATE
SURVEYED BY	JDS	05/27/24
PREPARED BY	FXA	06/25/25
CHECKED BY	AJM	06/25/25
REVISION	FXA	01/13/26

Foth
Foth Infrastructure & Environment, LLC
7044 S. Ballpark Dr. Suite 200
Franklin, WI 53132
Phone: 414-336-7900

CITY OF SHEBOYGAN
RESOLUTION 202-25-26

BY ALDERPERSONS MITCHELL AND PERRELLA.

APRIL 13, 2026.

A RESOLUTION authorizing the appropriate City officials to execute a First Amendment to Tax Incremental District Development Agreement between Waterside Hospitality LLC. and the City of Sheboygan revising the construction commencement date.

RESOLVED: That the appropriate City officials are hereby authorized to execute a First Amendment to Tax Incremental District Development Agreement between Waterside Hospitality LLC and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

FIRST AMENDMENT TO TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT ("**Amendment**") is entered into as of April 20, 2026 (the "**Amendment Effective Date**"), by and among the CITY OF SHEBOYGAN (the "**City**"), a Wisconsin municipal corporation, and WATERSIDE HOSPITALITY LLC, a Wisconsin limited liability company ("**Developer**").

RECITALS:

A. The City and Developer previously entered into a "Tax Incremental District Development Agreement" dated as of July 22, 2025 (the "**Development Agreement**").

B. The parties desire to amend the Development Agreement as specifically set forth herein.

C. Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Development Agreement.

NOW, THEREFORE, the City and Developer, in consideration of the terms and conditions contained in this Amendment and for other good and valuable consideration, the receipt of which is hereby acknowledged, hereby agree as follows:

1. The RECITALS set forth above are true, accurate and incorporated herein by reference.

2. Section 3.1 of the Development Agreement is hereby amended by revising the date for the Commencement Notice from "March 1, 2026" to "May 1, 2026."

3. Section 3.2(a) of the Development Agreement is hereby amended and restated in its entirety with the following:

> "(a) Developer shall construct and timely complete the Project. Developer shall commence construction of the Project (installing footings for the building as depicted in the site plan attached as Exhibit D) on or before May 31, 2026. Upon such commencement, Developer shall proceed to the fully-satisfy and complete all of the improvements, obligations and work set forth in this Section 3.2 with due diligence and without unreasonable delay or interruption (with the exception of force majeure events, if any, as defined in Section 17.10 below). On or before December 31, 2028 (the "**Completion Date**"), the Project shall be completed and available for occupancy."

4. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective, permitted successors and assigns.

5. Except as expressly amended herein, the Development Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of the Development Agreement and this Amendment, this Amendment shall control.

6. The counterparts provisions in Section 17.12 of the Development Amendment are incorporated herein by reference and shall apply to the execution and delivery of this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

CITY:

CITY OF SHEBOYGAN

By: _____
Name: Ryan Sorenson, City Mayor

Attest: _____
Name: Meredith DeBruin, City Clerk

DEVELOPER:

WATERSIDE HOSPITALITY LLC

By: _____
Name: Roland Lokre, Authorized Member

#44021101v5

CITY OF SHEBOYGAN
RESOLUTION 211-25-26

BY ALDERPERSONS RUST AND BOORSE.

APRIL 13, 2026.

A RESOLUTION authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2025 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County.

WHEREAS, the City of Sheboygan and Sheboygan County have the opportunity to obtain a federal local solicitation grant in the total amount of $15,487 funded through the Edward Byrne Memorial Justice Assistance Grant Program, which is the primary provider of federal criminal justice funding to state and local jurisdictions; and

WHEREAS, in order to obtain the grant in the amount of $15,487, it is necessary for the County to 1) submit an application through the Justice Assistance Grant Award Program to be used for law enforcement equipment or resources, and to 2) enter into a Memorandum of Understanding with the City of Sheboygan for the sharing of grant proceeds and the equipment purchase, in substantially similar form to that attached; and

WHEREAS, the City would be awarded 50% of the total grant, equaling $7,743.50. This funding would be 100% from federal sources with no state or local match requirement.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Mayor and Chief of Police to execute the 2025 Justice Assistance Grant Program Award Memorandum of Understanding between the City of Sheboygan and the County of Sheboygan, for the funds and equipment purchased therewith to be shared with the County of Sheboygan, a copy of which is attached hereto, in substantially similar form to that attached.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

FISCAL YEAR 2024 JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM AWARD
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SHEBOYGAN AND
THE COUNTY OF SHEBOYGAN
(Local Solicitation)

THIS AGREEMENT is made and entered into this _____ day of September, 2024, by and between the City of Sheboygan, acting by and through its governing body, and the County of Sheboygan, by and through its governing body (hereinafter referred to as CITY and COUNTY, respectively), both of Sheboygan County, State of Wisconsin,

WITNESSETH

WHEREAS, this Agreement is made under the authority of the intergovernmental cooperation statute, Wis. Stat. § 66.0301; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties and that the undertaking will benefit the public; and

WHEREAS, CITY agrees COUNTY will be the fiscal agent for the fiscal year 2024 Justice Assistance Grant ("JAG") Program funds (local solicitation) award; and

WHEREAS, CITY and COUNTY believe it to be in their best interests to allocate the JAG funds for certain equipment for the City Police Department and the County Sheriff's Department, respectively.

NOW, THEREFORE, CITY and COUNTY agree as follows:

Section 1. CITY agrees COUNTY will be the fiscal agent for the fiscal year 2024 JAG program funds (local solicitation) and COUNTY shall be responsible for providing results measuring data as required under the Government Performance and Results Act of 1993 (GPRA), and the GPRA Modernization Act of 2010, P.L. 111-352. CITY will cooperate with COUNTY in protecting such data in its possession to allow COUNTY to fulfill these requirements.

Section 2. COUNTY and CITY agree to split the grant funds as follows and share the equipment purchased therewith as mutually agreed between the City Police Department and the County Sheriff's Department for law enforcement equipment:

Grant Total	$15,487.00
City Portion	7,743.50
County Portion	7,743.50

Section 3. CITY and COUNTY agree to defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorneys' fees, imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the

services pursuant to this agreement including any liability arising as a result of a failure to comply with the legal requirements the parties agreed to adhere to upon acceptance of an award, all as summarized at www.ojp.usdoj.gov/funding/otherrequirements.htm. Each party shall promptly notify the other of any claim arising under this provision and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

Section 4. Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein and, further, this Agreement shall not create any rights in any party not a signatory hereto.

APPROVED by the parties through signature of the following officials:

CITY OF SHEBOYGAN:

Ryan J. Sorenson, Mayor	Date
Christopher Domagalski, Chief of Police	Date

COUNTY OF SHEBOYGAN:

Keith Abler, County Board Chair	Date
Steve Steinhardt, Emergency Management Director	Date

C:8456\251989\2024-09-16

CITY OF SHEBOYGAN
REPORT 57-25-26

BY CITY CLERK.

APRIL 20, 2026.

Submitting a Summons and Complaint in the matter of El Rancho LLC et al vs. City of Sheboygan et al.

FILED
04-07-2026
Sheboygan Co
Clerk of Circuit Court
2026CV000253
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

El Rancho LLC et al vs. City of Sheboygan et al

Electronic Filing Notice

Case No. 2026CV000253
Class Code: Petition for Writ of Certiorari

CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081

Process Server
Date: 4/8/26 Time: 2:11 am/pm
( ) Personal ( ) Substitute
( ) Posted ( ) Corporate

Case number 2026CV000253 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 313ae3

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: April 8, 2026

FILED
04-07-2026
Sheboygan County
Clerk of Circuit Court
2026CV000253
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

El Rancho LLC, and
Juan Negrete
1725 N 8th Street
Sheboygan, Wisconsin 53081

Plaintiff-Petitioners

vs.

Case No:
Case Code: 30955

City of Sheboygan, and
City of Sheboygan Common Council
828 Center Ave.
Sheboygan, Wisconsin 53081

Defendant-Respondents.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant: You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Clerk of Circuit Court, Sheboygan County Courthouse, 615 N. 6th Street, Sheboygan Wisconsin 53081, and to Dierkes Law Office, LLC, Plaintiff's attorney, whose address is 610 Riverfront Drive, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

April 7th, 2026

610 Riverfront Drive
Sheboygan, Wisconsin 53081
Telephone: 920-457-5703
dierkes@dierkeslaw.com

Dierkes Law Office, LLC
Electronically signed by:
Attorney Jason E. Dierkes
Attorney for Plaintiff-Petitioners
State Bar No: 1038554

FILED
04-07-2026
Sheboygan Co
Clerk of Circuit Court
2026CV000253
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

El Rancho LLC, and
Juan Negrete
1725 N 8th Street
Sheboygan, Wisconsin 53081

Plaintiff-Petitioners

vs.

Case No:
Case Code: 30955

City of Sheboygan, and
City of Sheboygan Common Council
828 Center Ave.
Sheboygan, Wisconsin 53081

Defendant-Respondents.

Petition for Writ of Certiorari

The plaintiff petitioners', El Rancho LLC and Juan Negrete, through their attorney Jason E. Dierkes, of Dierkes Law Office, LLC, allege as follows:

PARTIES

1. Plaintiff-Petitioner, El Ranchoo LLC is a Wisconsin limited liability company. Its agent and representative license applicant, Juan Negrete, is a Wisconsin resident and owner-member of the LLC, with a principal place of business at 1515 New Jersey Ave., Sheboygan, Wisconsin 53081.

2. Defendant, City of Sheboygan is a Wisconsin municipality and the Common Council is the governing municipal body with the authority of granting, or denying, Class B Liquor licenses within its jurisdiction.

JURISDICTION AND VENUE

3. This court has jurisdiction over the subject matter pursuant to Article VII §8 of the Wisconsin Constitution, and Wis.Stat. §125(12)(2)(d).

GENERAL ALLEGATIONS

5. My Place Bar & Grill located at 1515 New Jersey Ave., in Sheboygan, Wisconsin has operated and done business with a valid liquor license for an extended period of time, issued by the City of Sheboygan, and held by Alex Sosa.

6. In January 2026, Alex Sosa and Juan Negrete entered into an agreement for the purchase of the establishment, and together they submitted a liquor license transfer application to the City.

7. On February 9th, 2026 the liquor license transfer application went before the City of Sheboygan Licensing, Hearing, and Public Safety Committee, at which time there was inquiry regarding any relationship of the applicant Juan Negrete to a separate legal entity licensed by the City, at a different location, and owned by Elena Cortez. Upon further discussion, the City Attorney commented:

> *"I'll offer that when the police department, the clerk's department, and the city attorney's department, first assessed this application consistent with our policies and procedures, there was not a reason to recommend denial."*
>
> *City of Sheboygan, Licensing, Hearing, and Public Safety Committee 2-9-2026 video beginning at 19 mins.*

8. El Rancho LLC's Articles of Organization were filed in January of 2026, and Juan Negrete is the authorized agent and applicant for the liquor license transfer pursuant to Wis.Stat.125.04(5)(c).

9. Juan Negrete meets the statutory requirements set-forth in Wis.Stat.125.04(5)(a) - no criminal conviction, resident at least 90 days, etc.

10. Juan Negrete did not attend the February 9th, 2026 Licensing, Hearing, and Public Safety Committee hearing, and the hearing was adjourned to invite Juan Negrete to the next scheduled meeting.

11. On February 23rd, 2026, Juan Negrete attended the Licensing, Hearing, and Public Safety Committee hearing, where Juan Negrete was asked about any connection to another currently licensed bar in the City of Sheboygan named Mi Ranchito. Juan Negrete advised that the other bar is owned by his girlfriend, Elena Cortez, not him, and this application was completely in his name, etc.

12. Also at the February 23rd, 2026 Licensing, Hearing, and Public Safety Committee hearing the police department provided commentary about being concerned about past issues that have occurred at Mi Ranchito on Indiana Ave., whose liquor license is held by Elena Cortez. At this hearing the department did not believe the 1515 New Jersey Ave location was a fit despite the location having been a licensed bar location for decades.

13. In addition, at the February 23rd, 2026 hearing, the committee considered an incident that occurred over 1 year prior involving Juan Negrete where a municipal citation for disorderly conduct was issued and later dismissed by the City, in contradiction to the prohibition against discrimination on arrest or conviction record and set-forth in Wis.Stat.125.12(12)((b)(2). Wis.Stat.111.321 et seq; *City of Sheboygan, Licensing, Hearing, and Public Safety Committee 2-23-2026 video beginning at 9:45.*

14. At the February 23rd, 2026 hearing the Licensing, Hearing, and Public Safety Committee voted to recommend the Common Council deny El Rancho - Juan Negrete's liquor license transfer application.

15. On March 6th, 2026 El Rancho - Juan Negrete's transfer application went before the Common Council, at which time the City Attorney was asked to speak first. The City Attorney advised the Council that the Licensing, Hearing, and Public Safety Committee recommended denial of the applicant, but that the applicant - Juan Negrete satisfies the minimum requirements under State and Local law for the license, and while the Council can consider other factors, those other factors can't be discriminatory.

Immediately after those comments by the City Attorney, the matter was voted to be returned to the Licensing, Hearing, and Public Safety Committee. *City of Sheboygan, Common Council Hearing, 3-6-2026 video beginning at 25:44*

16. On March 10th, 2026 the Law and License Committee took up El Rancho - Juan Negrete's liquor license transfer application again, and again discussed the incident that resulted in the Municipal Court Citation for disorderly conduct, but this time the committee voted to recommend Approval of the license transfer to the Common Council.

17. On March 16th, 2026, six days after the committee's recommended Approval, the issue went before the common council again. At his hearing, the police department made additional commentary regarding the application. After the March 10th, 2026 recommendation for approval, but before the Common Council hearing of March 16th, 2026, on March 14th or March 15th, 2026, officers stopped at 1515 New Jersey Ave., entered, and the police department commentary provided to the Council stated that an officer observed there were patrons eating food, and that the officer did not observe any alcohol out, but did observe mixers on the bar rail, and liquor in the establishment. It was further asked of the City Clerk to correct if wrong, but the speaker informed the Council that the location does not have a valid or active liquor license. Finally, it was observed that there were active gambling machines being used. This event, after the committee's recommendation of approval, but before the common council vote, was used as the basis to not follow the committee's recommendation of Approval six days earlier, and

instead deny the liquor license transfer application. *City of Sheboygan, Common Council Hearing, 3-16-2026 video beginning at 30:30*

18. It is undisputed that El Rancho has the proper permits, inspections, and license to operate and sell food at 1515 New Jersey Ave at the time of the incident of March 14th and 15th, 2026.

19. The City Clerk should have corrected the police department representative when asked to do so in the commentary, as 11515 New Jersey has a valid liquor license, Juan Negrete applied for a "Transfer" of liquor license from Alex Sosa.

"This application is a 'Transfer of License." City of Sheboygan, Law & Licensee Committee 2-9-2026 video beginning at 17:00

20. The presence or use of the 'gambling machines' as a basis for denial is prohibited by 125.12(1)(c).

FIRST CAUSE OF ACTION
(Writ of Certiorari)

21. Paragraphs 1 through 20 are incorporated herein by reference as if fully set forth.

22. The applicant El Rancho and Juan Negrete meet the statutory requirements set-forth by statute for the qualifications for holding or issuance of a liquor license.

23. This Court's review is limited to: (1) whether the Council kept within its jurisdiction; (2) whether it acted according to law; (3) whether its action was arbitrary, oppressive, or unreasonable and represented its will and not its judgment; and (4) whether the evidence was such that it might reasonably make the order or determination in question.

24. The evidence in the record must be substantial.

25. The Common Council's consideration of any municipal citation issued for disorderly conduct, and dismissed, over 1 year ago is discriminatory to the applicant as defined by statute and prohibited, and as a result the Council did not act according to law.

26. The Common Council's consideration of the commentary provided at the hearing that a officer did not observe any alcohol out, but did observe mixers in the bar rail, is not evidence because commentary provided was hearsay and not provided by the observing officer, is not substantial, and as a result the Council did not act according to law.

27. The Common Council's consideration of the provided commentary at the hearing that the location does not have a valid liquor license is an incorrect statement, as El Rancho - Juan Negerete's application was a Transfer Application. A transfer application by definition means someone has a license- to transfer. Which makes the comments at the hearing considered by the Council were factually incorrect. It is not evidence, is not substantial, and as a result the Council did not act according to law.

28. No liquor was being served, or sold, and the operation of selling food was lawful.

29. The Common Council's consideration of the commentary provided that an officer observed operation of gambling machines, and that is a violation of the law without a license, is discriminatory or prohibited for consideration by statute, and as a result the Council did not act according to law.

30. The Committee's and the Common Council's consideration of any issues involving a separate licensed liquor holder who is not the *applicant*, and the back and forth between committee and council to deny, approve, and then deny, demonstrates the Council exercised its decision making authority improperly by looking for reasons to deny, a pre-text, and imputing issues on the applicant that are not related to the applicant. It represented the Council's will, not its judgment, and therefore acted outside of its authority.

31. The alleged reasons provided by the denial, "lack of cooperation and noncompliance with law enforcement" was not supported by the evidence such that it might reasonably make the order or determination in question.

Wherefore, the plaintiff-petitioner demands:

(a) For an Order that the City acted outside of the law and in a discriminatory manner when it considered the matters as set-forth herein;

(b) For an Order that the City did not base any decision on admissible evidence in the record, and any evidence that was considered was not substantial to authorize denial;

(c) For an Order remanding the application go back to the City to consider the Transfer Application according to the applicable law;

(d) For such other and further relief as the court may deem just and proper.

April 7th, 2026

Dierkes Law Office, LLC
Electronically signed by:
Attorney Jason E. Dierkes
Attorney for Plaintiffs-Petitioners
State Bar No: 1038554

610 Riverfront Drive
Sheboygan, Wisconsin 53081
Telephone: 920-457-5703
dierkes@dierkeslaw.com

City of Sheboygan
spirit on the lake

March 18, 2026

El Rancho, LLC, DBA: El Rancho Bar and Grill
Attn: Juan Negrete
1725 N. 8th Street
Sheboygan WI 53081

VIA CERTIFIED MAIL
9589 0710 5270 2242 8477 16

Re: El Rancho, LLC, DBA: El Rancho Bar and Grill;
Premises: 1515 New Jersey Ave
License No. 3767

Dear Mr. Negrete,

Pursuant to Wisconsin Statute § 125.12(3m), we are informing you of the City of Sheboygan Common Council's decision to deny the "Class B" Liquor Alcohol Beverage License Application for El Rancho, LLC, DBA: El Rancho Bar and Grill.

On March 16, 2026, the City of Sheboygan Common Council denied the "Class B" Liquor Alcohol Beverage License Application submitted by El Rancho, LLC, DBA: El Rancho Bar and Grill due to lack of cooperation and noncompliance with law enforcement. Compliance with law enforcement regulations and cooperation with public safety officials are essential responsibilities of all license holders.

You may seek review and/or appeal of this decision pursuant to applicable state law, including Wisconsin Statute § 125.12, and any applicable provisions of the Sheboygan Municipal Code.

Sincerely,

Meredith DeBruin
City Clerk
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081
920-459-3361

MD/ns

cc: Sgt. Rebecca Rupnick
Attorney Liz Majerus
File – Licensing Clerk, Nichole Shilts

CITY CLERK'S OFFICE

CITY HALL
828 CENTER AVE.
SUITE 103
SHEBOYGAN, WI 53081

920-459-3361
sheboyganwi.gov

CITY OF SHEBOYGAN
REPORT 34-25-26

BY CITY CLERK.

DECEMBER 8, 2025.

Submitting a Summons and Complaint in the matter of SCR RC Funding IV LLC vs. City of Sheboygan.

Item 19.

FILED
11-07-2025
Sheboygan County
Clerk of Circuit Court
2025CV000731
Honorable Natasha Torry
Branch 2

Name:
Date: 11 / 07 / 2025
Time: 8 : 20 AM / PM

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

SCF RC FUNDING IV LLC,
a foreign limited liability company,
902 Carnegie Center Blvd., Suite 520
Princeton NJ 08540,

Plaintiff,

vs.

Case No. _____
Case Code: 30301

CITY OF SHEBOYGAN,
a municipal corporation,
City Hall
828 Center Avenue
Sheboygan, WI 53081,

Defendant.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Sheboygan County Clerk of Circuit Court, Sheboygan County Courthouse, 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Rogahn Jones LLC, Plaintiff's attorney, whose address is Rogahn Jones LLC, N16

W23233 Stone Ridge Drive, Suite 270, Waukesha, Wisconsin, 53188. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 7th day of November 2025.

ROGAHN JONES LLC
Attorneys for Plaintiff
Electronically signed by Terry J. Booth

Terry Booth

Terry J. Booth
State Bar No. 1014691
tbooth@rogahnjones.com

POST OFFICE ADDRESS:
Rogahn Jones LLC
N16W23233 Stone Ridge Dr., Suite 270
Waukesha, WI 53188
Telephone: 262.527.1163

Item 19.

FILED
11-07-2025
Sheboygan County
Clerk of Circuit Court
2025CV000731
Honorable Natasha Torry
Branch 2

STATE OF WISCONSIN CORCUIT COURT SHEBOYGAN COUNTY

SCF RC FUNDING IV LLC,
a foreign limited liability company,
902 Carnegie Center Blvd., Suite 520
Princeton, NJ 08540,

Plaintiff,

vs.

Case No. _____
Case Code: 30301

CITY OF SHEBOYGAN,
a municipal corporation,
City Hall
828 Center Avenue
Sheboygan, WI 53081,

Defendant.

COMPLAINT

SCF RC Funding IV LLC (hereinafter referred to as Plaintiff), by its attorneys, Rogahn Jones LLC, for its complaint against the City of Sheboygan (hereinafter City), alleges as follows:

NATURE OF ACTION AND PARTIES

1. This action is brought pursuant to Wis. Stat. §70.47(8m) and Wis. Stat. §74.37(3)(d), for the correction of the assessor's assessment and for a refund of excessive real estate taxes imposed on Plaintiff by the City for the year 2025, plus statutory interest, with respect to a parcel of real property in the City (hereinafter the Property).

2. Plaintiff is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at City Hall, 828 Center Avenue, in the City of Sheboygan.

4. The Property is located at 595 S. Taylor Drive and 613 S. Taylor Drive within the City, and is identified in the City's records as Tax Parcel No. 59281215133.

JURISDICTION AND VENUE

5. This court has personal jurisdiction over the City pursuant to Wis. Stat. §801.05(1).

6. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. §801.50(2)(a).

BACKGROUND FACTS

7. The Department of Revenue determined that the average assessment to market value ratio of property in the City was 0.9703361039 as of January 1, 2025.

8. For 2024, property tax was imposed on property in the City at the rate of $15.019564 per $1,000.00 of the assessed value for property.

9. For 2025, the City's assessor set the assessment of the Property at $12,876,500.00.

10. Plaintiff appealed the 2025 assessment of the Property by filing a timely objection with the City's Board of Review (hereinafter BOR) pursuant to Wis. Stat. §70.47 and otherwise complying with all of the requirements of Wis. Stat. §70.47, except Wis. Stat. §70.47(13).

11. The BOR waived the hearing of Plaintiff's objection pursuant to Wis. Stat. §70.47(8m).

12. The effect of the BOR's waiver is the disallowance of Plaintiff's claim of excessive assessment, and maintenance of the 2025 assessment of the Property, without a hearing, at $12,876,500.00.

13. The City BOR's disallowance of Plaintiff's claim of excessive assessment entitles Plaintiff to appeal that disallowance to the circuit court through this action pursuant to Wis. Stat. §70.47(8m) and Wis. Stat. §74.37(3)(d).

CLAIM FOR RELIEF

14. The allegations of paragraphs 1-13 are incorporated as if fully re-alleged herein.

15. The fair market value of the Property as of January 1, 2025, was no higher than $8,400,000.00.

16. Based on the average assessment to market value ratio of property in the City of 0.9703361039 as of January 1, 2025, the correct assessment of the Property for 2025 is no higher than $8,150,823.27.

17. Based on the tax rate of $15.019564 per $1,000.00 of assessed value, the correct amount of property tax on the Property for 2025 should be no higher than $122,421.81.

18. The 2025 assessment of the Property, as set by the City's Board of Review was excessive in at least the amount of $4,725,676.73, and, upon information and belief, violated Article VIII, Section 1 (known as the "Uniformity Clause") of the Wisconsin Constitution.

19. As a result of the excessive assessment of the Property, Plaintiff will pay an excessive amount in property tax for 2025 on the Property.

20. Plaintiff is entitled to a correction of the 2025 assessment of the Property to not more than $8,150,823.27, and a refund of taxes paid for 2025 in excess of the amount that would

be due based on a Property fair market value of $8,400,000.00, plus statutory interest on that excessive amount.

WHEREFORE, Plaintiff respectfully requests the following relief:

1. A determination that the assessment of the Property for 2025 should be no higher than $8,150,823.27;

2. A determination that the fair market value of the Property for 2025 should be no higher than $8,400,000.00.

3. Judgment in the amount of the value of taxes paid for 2025 in excess of the amount that would be due based on a Property fair market value of $8,400,000.00, plus statutory interest on that excessive amount.

4. An award of all litigation costs incurred by Plaintiff in this action, including the reasonable fees of its attorney; and

5. Such other and further relief as the Court deems appropriate and just.

Dated this 7th day of November 2025.

ROGAHN JONES LLC
Attorneys for Plaintiff
Electronically signed by Terry J. Booth

Terry Booth

Terry J. Booth
State Bar No. 1014691
tbooth@rogahnjones.com

POST OFFICE ADDRESS:
Rogahn Jones LLC
N16W23233 Stone Ridge Dr., Suite 270
Waukesha, WI 53188
Telephone: 262.527.1163

FILED
11-07-2025
Sheboygan County
Clerk of Circuit Court
2025CV000731
Honorable Natasha Torry
Branch 2

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

SCF RC Funding IV LLC vs. City of Sheboygan

Electronic Filing Notice

Case No. 2025CV000731
Class Code: Money Judgment

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2025CV000731 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 6665ad

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: November 7, 2025

CITY OF SHEBOYGAN
REPORT 36-25-26

BY CITY CLERK.

JANUARY 12, 2026.

Submitting a Summons and Complaint in the matter of Waldo State Bank vs. Taylor Properties LLC et al (Case number 2025CV000834).

FILED
12-23-2025
Sheboygan County
Clerk of Circuit Court
2025CV000834
Honorable George A Limbeck
Branch 5

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN

Waldo State Bank vs. Taylor Properties LLC et al

Electronic Filing Notice

Case No. 2025CV000834
Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2025CV000834 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

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If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 9d379e

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: December 26, 2025

FILED
12-23-2025
Sheboygan County
Clerk of Circuit Court
2025CV000834
Honorable George A Limbeck
Branch 5

STATE OF WISCONSIN: CIRCUIT COURT: SHEBOYGAN COUNTY

Case Code: 30404

WALDO STATE BANK
a financial institution
119 N Depot Street
Waldo, WI 53093

CASE NO.:

Plaintiff,

vs.

TAYLOR PROPERTIES LLC
a Wisconsin limited liability company
618 Roosevelt Road
Kohler, WI 53044

and

PFEFFERLE COMPANIES, INC.
a Wisconsin corporation
200 E Washington Street, Ste. 2A
Appleton, WI 54911

and

DR. TOBY WATSON
an adult individual
615 S 8th Street, Suite 240-C
Sheboygan, WI 53081

and

CITY OF SHEBOYGAN
a Wisconsin city
828 Center Avenue
Sheboygan, WI 53081

Defendants.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as Defendant:

You are hereby notified that the Plaintiff named above have filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is Sheboygan County Clerk of Courts, 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Rohde Dales LLP, Plaintiff's attorneys, whose address is 909 North 8th Street, Suite 100, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not provide a proper Answer within 20 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future and may also be enforced by garnishment or seizure of property.

Dated this 23rd day of December, 2025.

ROHDE DALES LLP
Electronically Signed By:

s/Matthew Primozic
An associate of the Firm
State Bar No. 1126635
mprimozic@rohdedales.com
Kyle Borkenhagen
A Member of the Firm
State Bar No. 1084544
kborkenhagen@rohdedales.com
Attorneys for Plaintiff

P.O. Address:
909 North 8th Street, Suite 100
Sheboygan, WI 53081
Telephone: (920) 458-5501
Facsimile: (920) 458-5874

NOTE: This is an attempt to collect a debt. Any information will be used for that purpose.

FILED
12-23-2025
Sheboygan County
Clerk of Circuit Court
2025CV000834
Honorable George A Limbeck
Branch 5

STATE OF WISCONSIN: CIRCUIT COURT: SHEBOYGAN COUNTY

Case Code: 30404

WALDO STATE BANK
a financial institution
119 N Depot Street
Waldo, WI 53093

CASE NO.:

Plaintiff,

vs.

TAYLOR PROPERTIES LLC
a Wisconsin limited liability company
618 Roosevelt Road
Kohler, WI 53044

and

PFEFFERLE COMPANIES, INC.
a Wisconsin corporation
200 E Washington Street, Ste. 2A
Appleton, WI 54911

and

DR. TOBY WATSON
an adult individual
615 S 8th Street, Suite 240-C
Sheboygan, WI 53081

and

CITY OF SHEBOYGAN
a Wisconsin city
828 Center Avenue
Sheboygan, WI 53081

Defendants.

COMPLAINT

Plaintiff Waldo State Bank, by its attorneys, Rohde Dales LLP, as and for its complaint against Defendants Taylor Properties LLC, Pfefferle Companies, Inc., Dr. Toby Watson and City of Sheboygan, alleges as follows:

1. Plaintiff Waldo State Bank is engaged in the lending business with its principal place of business located at 119 N Depot Street, Waldo, WI 53093.

2. Upon information and belief, Defendant Taylor Properties LLC ("Mortgagor") is a Wisconsin limited liability company with a principal place of business at 618 Roosevelt Road, Kohler, WI 53044.

3. Upon information and belief, Defendant Pfefferle Companies, Inc. is a Wisconsin corporation with a principal place of business at 200 E Washington Street, Suite 2A, Appleton, WI 54911.

4. Upon information and belief, Defendant Dr. Toby Watson is an adult individual with a principal place of business at 615 S 8th Street, Suite 240-C, Sheboygan, WI 53081.

5. Upon information and belief, Defendant City of Sheboygan is a Wisconsin city with a principal place of business at 828 Center Avenue, Sheboygan, WI 53081.

6. On February 18, 2022, Plaintiff entered into a Mortgage Note with the Mortgagor (the "First Mortgage") whereby Mortgagor is to make 59 equal payments of $1,258.12 on the 1st of each month starting on April 1, 2022. All unpaid principal and interest are due on March 1, 2027. The term "Mortgage" as used in this Complaint includes any recorded Mortgage and any unrecorded amendments to the Mortgage agreed to by Plaintiff and Mortgagor. A copy of the Mortgage Note is attached hereto as **Exhibit A** and is incorporated herein by this reference.

7. On March 9, 2022, the Mortgage was recorded in the Sheboygan County Register of Deeds as Document Number 2132575. A copy of the recorded Mortgage is attached hereto as **Exhibit B** and is incorporated herein by this reference.

8. The property subject to the Mortgage (the "Property") is represented by Parcel Number 59281108590 and is legally described as follows:

> The South 1/2 of the North 36 2/3 feet of Lots 11 and 12, Block 154, Sheboygan Original Plat, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

9. Mortgagor has defaulted on the Mortgage Note and Mortgage by failing to make monthly payments when due in September, October and November of 2025.

10. The current balance owing on the Mortgage Note is $166,388.39. A copy of the most recent loan statement is attached hereto as **Exhibit C** and is incorporated herein by this reference.

11. Plaintiff is the holder of the Mortgage Note and Mortgage, together with all rights thereunder.

12. Plaintiff has fulfilled all conditions precedent under the Mortgage Note and Mortgage and pursuant to its rights has declared the unpaid balance immediately payable.

13. The mortgaged Property consists of retail space and apartments, which cannot be sold in part or parcels without injury to the rights of the parties.

14. Upon information and belief, Pfefferle Companies, Inc. and Mortgagor entered into a listing contract for the sale of the Property following the recording of the Mortgage.

15. Pursuant to Wisconsin Statute § 779.32, Pfefferle Companies, Inc. may have a broker lien on the Property.

16. Upon information and belief, in or about February 2025, Dr. Toby Watson and Mortgagor entered into an accepted offer to purchase on the Property.

17. The Property was never sold to Dr. Toby Watson following the accepted offer to purchase.

18. Dr. Toby Watson may have a claim or lien against the Property pursuant to the accepted offer to purchase.

19. Upon information and belief, a grant was given by the City of Sheboygan to Mortgagor to repair the Property.

20. The City of Sheboygan may have a claim or lien against the Property pursuant to the grant.

21. Plaintiff, for the purpose of obtaining a shorter redemption period under Wisconsin Statutes Chapter 846, elects to waive judgment for any deficiency which remains due to the Plaintiff after sale of the mortgaged premises in this action against every party who is personally liable for the debt secured by the Mortgage, and consents that each Mortgagor, unless they abandon the property, may remain in possession of the mortgaged property and be entitled to all rents, issues, and profits therefrom to the date of confirmation of sale by the Court. Plaintiff maintains its lien on, and all rights to, any amounts realized due to any taking, forfeiture, insurance loss or any similar miscellaneous proceeds, per the terms of the Mortgage or applicable loan documents.

22. Pursuant to the terms of the Mortgage, Plaintiff is entitled to payment by Mortgagor of all costs and expenses, including reasonable attorney's fees incurred in this action.

WHEREFORE, Plaintiff Waldo State Bank demands judgment as follows:

A. For the foreclosure and sale of the mortgaged premises in accordance with Wis. Stat. § 846.101, or if the mortgaged premises was not owner-occupied at the time of commencement of this action, in accordance with Wis. Stat. § 846.103(2);

B. If each Mortgagor or their assigns should abandon the property, for the foreclosure and sale of the mortgaged premises in accordance with Wis. Stat. § 846.102;

C. Any Mortgagor, or any person occupying the premises, be enjoined and restrained from committing waste during the pendency of the action;

D. Entry of a judgment of foreclosure and sale foreclosing the rights of each defendant so as to bar and foreclose each of them from all right, title, and interest in and to the mortgaged premises, except the right to apply for surplus in accordance with Wisconsin Statutes;

E. For a judgment in favor of Plaintiff and against Mortgagor for its costs and disbursements, including reasonable attorneys' fees incurred in this matter;

F. Extinguishment of any liens or claims by Pfefferle Companies, Inc. on the mortgaged Property;

G. Extinguishment of any liens or claims by Dr. Toby Watson on the mortgaged Property;

H. Extinguishment of any liens or claims by the City of Sheboygan on the mortgaged Property; and

I. For such other and further relief as the court deems just and proper.

Dated this 23rd day of December, 2025.

ROHDE DALES LLP
Electronically Signed By:

s/Matthew Primozic
An associate of the Firm
State Bar No. 1126635
mprimozic@rohdedales.com
Kyle Borkenhagen
A Member of the Firm
State Bar No. 1084544
kborkenhagen@rohdedales.com
Attorneys for Plaintiff

P.O. Address:
909 North 8th Street, Suite 100
Sheboygan, WI 53081
Telephone: (920) 458-5501
Facsimile: (920) 458-5874

NOTE: This is an attempt to collect a debt. Any information will be used for that purpose.

Loan Number: 31532-1

W. B. A. | BUSINESS 451 (4/20/20) | eFIPCO 11221

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Taylor Properties LLC

BUSINESS NOTE

(Use only for business purpose loans)

COPY

Boxes checked are applicable.
Boxes not checked are inapplicable.

(MAKER) February 18, 2022 (DATE) $ 185,500.00

1. Promise to Pay and Payment Schedule. The undersigned ("Maker," whether one or more) promises to pay to the order of Waldo State Bank ("Lender") at 119 N. Depot Street Waldo, Wisconsin, the sum of $ 185,500.00, plus interest as set forth below, according to the following schedule:
59 equal payments of $1,258.12 are due on April 1, 2022 and on the same day(s) of each succeeding month thereafter, plus a final payment of the unpaid principal and interest is due on March 1, 2027. All payments include principal and interest.

2. Interest. Interest shall accrue before maturity (whether by acceleration or lapse of time) at the stated interest rate(s) identified in section 2(a), (b) or (c) below (each a "stated interest rate"), as applicable, on the unpaid principal balance, calculated as provided in section 2(g) or (h), as applicable, below:

[Check (a), (b) or (c); only one shall apply.]

(a) [X] **Fixed Interest Rate.** 5.250 %

(b) [ ] **Stepped Fixed Interest Rate.** n/a % until n/a and n/a % thereafter.

(c) [ ] **Variable Interest Rate.** The stated interest rate is variable and will adjust to equal the Index Rate (as defined below), [ ] plus [ ] minus n/a percentage points. However, the stated interest rate shall not exceed n/a % and shall not be less than n/a %. [ ] The minimum stated interest rate shall not be applicable until the first rate change date. Until the first change date described below, the stated interest rate shall be n/a %. The stated interest rate shall be adjusted on the change dates provided below. The **"Index Rate" is:**
n/a

The Index Rate may or may not be the lowest rate charged by Lender. The stated interest rate shall be adjusted on the following change dates:
n/a

If the Index Rate ceases to be made available to Lender during the term of this Note, Lender may substitute a comparable Index.

(d) **Payment Modification.** If section 2(b) or (c) above is checked, an adjustment in the stated interest rate will result in an increase or decrease in (1) [ ] the amount of each payment of interest, (2) [ ] the amount of the final payment, (3) [ ] the number of scheduled periodic payments sufficient to repay this Note in substantially equal payments, (4) [ ] the amount of each remaining payment of principal and interest so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date, (5) [ ] the amount of each remaining payment of principal and interest (other than the final payment) so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date based on the original amortization schedule used by Lender, plus the final payment of principal and interest, or (6) [ ] n/a. In addition, Lender is authorized to change the amount of periodic payments if and to the extent necessary to pay in full all accrued interest owing on this Note. Maker agrees to pay any resulting payments or amounts.

(e) **Interest After Maturity and Application of All Payments.** Interest shall accrue on unpaid principal and interest after maturity (whether by acceleration or lapse of time) until paid [ ] at the stated interest rate(s) under section 2(a), (b) or (c) above, as applicable, plus n/a percentage points [X] at the stated interest rate of 5.250 %, calculated as provided in section 2(g) or (h), as applicable, below. All payments applied to this Note shall be applied in such order as Lender determines to interest, principal and payments due under this Note or any agreement securing this Note.

(f) [ ] **Compounding. Prior to maturity (whether by acceleration or lapse of time), unpaid and past due interest shall bear interest from its due date at the stated interest rate then in effect for this Note under Section 2(a), (b) or (c) above, as applicable, calculated as provided in section 2(g) or (h), as applicable, below.**

(g) [X] **Interest Calculation (Actual Days).** Interest will be calculated by applying a daily interest rate for the actual number of days interest is owing, up to 365 days in a full year or 366 days in a full leap year. The daily interest rate will be calculated as follows:

[Check (1) or (2); only one shall apply.]

(1) [X] 360 Day Rate Calculation. The daily interest rate will be calculated on the basis of a 360 day year, which means that it is calculated by dividing the applicable stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above, by 360. **Maker understands and agrees that calculating the daily interest rate using a 360 day year means the actual annual interest rate in a 365 day year and in a 366 day leap year is higher than the stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above.**

(2) [ ] 365 Day Rate Calculation. The daily interest rate will be calculated on the basis of a 365 day year, which means that it is calculated by dividing the applicable stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above, by 365. **Maker understands and agrees that calculating the daily interest rate using a 365 day year means the actual annual interest rate in a 366 day leap year is higher than the stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above.**

(h) [ ] **Interest Calculation (30/360).** Interest will be calculated by applying the applicable stated interest rate based on a 360 day year, counting each day as one thirtieth of a month and disregarding differences in lengths of months and years.

3. Other Charges. If any payment (other than the final payment) is not made on or before the 10th day after its due date, Lender may collect a delinquency charge of [X] 5.000 % of the unpaid amount [ ] n/a. Maker agrees to pay a charge of $ 25.00 for each check or electronic debit presented for payment under this Note which is returned unsatisfied.

4. Collateral Disclaimer. [ ] Lender disclaims as collateral security for this Note (i) any real estate mortgage or security agreement covering real property on which any building is located in a special flood hazard area, and (ii) any mobile home located in a special flood hazard area, when such collateral security arises under a mortgage or agreement between Lender [ ] and Maker [ ] and any indorser or guarantor of this Note or any other person providing collateral security for Maker's obligations; provided, however, **Lender does not disclaim any such collateral security arising under a real estate mortgage or security agreement taken contemporaneously with this Note or real estate mortgage(s) or security agreement(s) in favor of Lender, whenever taken, from** n/a dated n/a. A special flood hazard area is an area designated as such under the National Flood Insurance Program.

5. Renewal. [ ] This Note renews and does not satisfy or discharge a note Maker executed to Lender dated n/a.

6. Prepayment. Full or partial prepayment of this Note [X] is permitted at any time without penalty [ ] n/a.

THIS NOTE INCLUDES ADDITIONAL PROVISIONS ON PAGE 2.

Taylor Properties LLC

(SEAL)

A Wisconsin Limited Liability Company
(Type of Organization)

By (SEAL)
Nathan M Taylor, Member

(SEAL)

(SEAL)

(SEAL)

618 Roosevelt Rd

Kohler, WI 53044 (ADDRESS) 920-917-5637 (PHONE)

EXHIBIT A tabbies

FOR LENDER CLERICAL USE ONLY

1st mtg refi - 514 N 8th St., Sheboygan WI. & Unlimited Guaranty of Nathan M Taylor 60 Months/ 25 Year Amortization

Jordan A Mueller, Loan Officer
LOAN OFFICER

ADDITIONAL PROVISIONS

7. Default and Enforcement. Upon the occurrence of any one or more of the following events of default: (a) Maker fails to pay any amount when due under this Note or under any other instrument evidencing any indebtedness of Maker to Lender, (b) any representation or warranty made under this Note or information provided by Maker or any guarantor of this Note to Lender in connection with this Note is or was false or fraudulent in any material respect, (c) a material adverse change occurs in Maker's financial condition, (d) Maker fails to timely observe or perform any of the covenants or duties contained in this Note, (e) any guarantee of Maker's obligations under this Note is revoked or becomes unenforceable for any reason, (f) Maker, Maker's spouse or a surety or guarantor of this Note dies or ceases to exist, (g) an event of default occurs under any agreement securing this Note, or (h) Lender at any time believes in good faith that the prospect of payment or performance under this Note, under any other instrument evidencing any indebtedness of Maker to Lender or under any agreement securing this Note is impaired, then the unpaid balance shall, at the option of Lender, without notice, mature and become immediately payable. The unpaid balance shall automatically mature and become immediately payable in the event any Maker or any surety, indorser or guarantor for any of Maker's obligations under this Note becomes the subject of bankruptcy or other insolvency proceedings. Lender's receipt of any payment on this Note after the occurrence of an event of default shall not constitute a waiver of the default or the Lender's rights and remedies upon such default. Lender may waive any default without waiving any other subsequent or prior default by Maker. Lender may also fail or delay in exercising any right, power or remedy under this Note without waiving any such right, power or remedy. Lender's single or partial exercise of any right, power or remedy under this Note shall not preclude any other or further exercise of any right, power or remedy. To the extent not prohibited by law, Maker consents that venue for any legal proceeding relating to collection of this Note shall be, at Lender's option, the county in which Lender has its principal office in Wisconsin, the county and state in which any Maker resides or the county and state in which this Note was executed and Maker submits to the jurisdiction of any such court.

8. Security. Except for collateral disclaimed as security for this Note under section 4 on page 1 of this Note, this Note is secured by all existing and future security agreements and mortgages between Lender and Maker, between Lender and any indorser or guarantor of this Note, and between Lender and any other person providing collateral security for Maker's obligations, and payment may be accelerated according to any of them. Unless a lien would be prohibited by law or would render a nontaxable account taxable, Maker grants to Lender a security interest and lien in any deposit account Maker may at any time have with Lender. Lender may, at any time after an occurrence of an event of default, without notice or demand, set-off against any deposit balance or other money now or hereafter owed any Maker by Lender any amount unpaid under this Note.

9. Rights of Lender. All rights and remedies of Lender are cumulative and may be exercised from time to time together, separately, and in any order. Without affecting the liability of any Maker, indorser, surety, or guarantor, Lender may, without notice, accept partial payments, release or impair any collateral security for the payment of this Note or agree not to sue any party liable on it. Lender may apply prepayments, if permitted, to such future installments as it elects. Lender may without notice to Maker apply payments made by or for Maker to any obligations of Maker to Lender. Without affecting the liability of any indorser, surety or guarantor, Lender may from time to time, without notice, renew or extend the time for payment.

10. Obligations and Agreements of Maker. The obligations under this Note of all Makers are joint and several. All Makers, indorsers, sureties, and guarantors agree to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by Maker or incident to any action or proceeding involving Maker brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand and notice of dishonor. Maker agrees to indemnify and hold harmless Lender, its directors, officers, employees and agents, for, from and against any and all claims, damages, judgments, penalties, and expenses, including reasonable attorneys' fees, arising directly or indirectly from credit extended under this Note or the activities of Maker. This indemnity shall survive payment of this Note. Each Maker acknowledges that Lender has not made any representations or warranties with respect to, and that Lender does not assume any responsibility to Maker for, the collectability or enforceability of this Note or the financial condition of any Maker. Each Maker has independently determined the collectability and enforceability of this Note. Maker represents that the legal name of Maker and the address of Maker's principal residence are as set forth on page 1. Maker shall not change its legal name or address without providing at least 30 days' prior written notice of the change to Lender.

11. Entire Agreement. THIS NOTE IS INTENDED BY LENDER AND MAKER AS A FINAL EXPRESSION OF THIS NOTE AND AS A COMPLETE AND EXCLUSIVE STATEMENT OF ITS TERMS, THERE BEING NO CONDITIONS TO THE ENFORCEABILITY OF THIS NOTE, AND THIS NOTE MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES TO THIS NOTE. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES TO THIS NOTE. THIS NOTE MAY NOT BE SUPPLEMENTED OR MODIFIED EXCEPT IN WRITING SIGNED BY LENDER AND MAKER.

12. Interpretation. This Note benefits Lender, its successors and assigns, and binds Maker and Maker's heirs, personal representatives, successors and assigns. The validity, construction and enforcement of this Note are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. Invalidity or unenforceability of any provision of this Note shall not affect the validity or enforceability of any other provisions of this Note.

13. Other Provisions. If none stated there are no other provisions.

31532

8582404
Tx:4431472

2132575
SHEBOYGAN COUNTY, WI
RECORDED ON
03/09/2022 02:54 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
EXEMPTION #
Cashier ID: 9
PAGES: 3

eFIPCO
W. B. A. | 42BB (3/24/20) | 11429
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DOCUMENT NO.

REAL ESTATE MORTGAGE

(Use Only to Secure Business Transactions)

Taylor Properties LLC, A Wisconsin Limited Liability Company ("Mortgagor," whether one or more), whose address is 618 Roosevelt Rd, Kohler, WI 53044, mortgages, conveys, assigns, grants a security interest in and warrants to Waldo State Bank ("Lender"), whose address is 119 N. Depot Street, Waldo, WI 53093, in consideration of the sum of One Hundred Eighty-Five Thousand Five Hundred Dollars and 00/100 Dollars ($ 185,500.00), loaned or to be loaned to Taylor Properties LLC ("Borrower," whether one or more) by Lender, evidenced by Borrower's note(s) or agreement(s) dated February 18, 2022, the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, all existing and future improvements and all goods that are or are to become fixtures (all called the "Property") to secure the Obligations described in paragraph 5, including, but not limited to, repayment of the sum stated above plus certain other debts, obligations and liabilities arising out of past, present and future credit granted by Lender. **SINCE THIS MORTGAGE SECURES ALL OBLIGATIONS DESCRIBED IN PARAGRAPH 5, IT IS ACKNOWLEDGED AND AGREED THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO TIME IN A DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.**

Recording Area

Name and Return Address

Waldo State Bank
P.O. Box 8
Waldo, WI 53093

Parcel Identifier No.
59281-108590

☐ If checked here, and not in limitation of paragraph 5, this Mortgage is given to secure all sums advanced and re-advanced to Borrower by Lender from time to time under the revolving credit agreement between Borrower and Lender described above.

Mortgagor warrants to Lender that the following information is true and correct as of the date this Real Estate Mortgage is signed:

(a) The following individuals are all of the persons with a homestead interest in the Property: n/a

(b) The following Mortgagors are married individuals: n/a

(c) The following Mortgagors are unmarried individuals: n/a

1. Description of Property.
The South 1/2 of the North 36 2/3 feet of Lots 11 and 12, Block 154, Sheboygan Original Plat, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

EXHIBIT B

☐ If checked here, description continues or appears on attached sheet(s).
☐ If checked here, this Mortgage is a construction mortgage.
☐ If checked here, Condominium Rider is attached.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and n/a

3. Escrow. Interest will be paid on escrowed funds if an escrow is required under paragraph 8(a).

4. Additional Provisions. This Mortgage includes the additional provisions on pages 2 and 3, which are made a part of this Mortgage.

3

ADDITIONAL PROVISIONS

5. Mortgage as Security. This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges, according to the terms of the promissory note(s) or agreement(s) of Borrower to Lender identified in the first paragraph of this Mortgage, and any extensions, renewals or modifications of such promissory note(s) or agreement(s), plus (b) except as disclaimed below, all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, plus all interest and charges, plus (c) all costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. **This Mortgage does not secure and Lender disclaims this Mortgage as security for any consumer credit transaction governed by the Wisconsin Consumer Act, any loan governed by Chapter 428, Wisconsin Statutes, and any loan governed by the Federal Truth-in-Lending Act.** Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

6. Taxes. To the extent not paid to Lender under paragraph 8(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. Insurance. Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgagee and lender loss payee clauses in favor of Lender, shall insure Lender notwithstanding any defenses of the insurer against Mortgagor and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's approval, Mortgagor is free to select the insurance agent or insurer through which insurance is obtained. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property, and Lender may require that such proceeds of insurance be deposited with it for these purposes. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee. If Mortgagor fails to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagor, such insurance may be acquired by Lender solely to protect the interest of Lender (it will not cover Mortgagor's equity in the Property), and Mortgagor's obligation to repay Lender shall be in accordance with paragraph 10.

8. Mortgagor's Covenants. Mortgagor covenants and warrants:

(a) **Escrow.** If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property, (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, (5) the estimated costs to keep the Property in good and tenantable condition and repair, and to restore and replace damaged or destroyed improvements and fixtures if it is reasonably determined by Lender that Mortgagor has failed to comply with the covenant under paragraph 8(b) below, and (6) other items agreed to be included in the escrow. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagor for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagor in writing, and Mortgagor shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law;

(b) **Condition and Repair.** To keep the Property in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;

(c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2;

(d) **Other Mortgages.** To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;

(e) **Waste.** Not to commit waste or permit waste to be committed upon the Property or abandon Property;

(f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to its interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Obligations;

(g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;

(h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);

(i) **Inspection.** Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property;

(j) **Laws.** To comply with all laws, ordinances and regulations affecting the Property;

(k) **Subrogation.** That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement(s) identified in the first paragraph of this Mortgage; and

(l) **Leases.** To pay and perform all obligations and covenants under and pursuant to the terms of each lease of all or any part of the Property required of Mortgagor, and to not cancel, accept a surrender of, modify, consent to an assignment of the lessee's interest under, or make any other assignment or other disposition of, any lease of all or any part of the Property or any interest of Mortgagor in the lease and to not collect or accept any payment of rent more than one month before it is due and payable.

9. Environmental Laws. Mortgagor represents, warrants and covenants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

10. Authority of Lender to Perform for Mortgagor. If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, including, without limitation, preserving and insuring the Property, not committing waste or abandoning the Property, keeping the Property free of liens or encumbrances other than those approved by Lender, keeping the Property in good and tenantable condition and repair, and complying with all laws, ordinances and regulations affecting the Property, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the covenants or duties or cause them to be performed, or take such other action as may be necessary to protect Lender's interest in the Property and to secure and repair the Property. Such actions may include, without limitation, assessing the value of the Property, paying liens that become superior to this Mortgage and making any other payments required, signing Mortgagor's name, engaging an attorney, appearing in court and paying reasonable attorneys' fees, and entering the Property to make repairs, change locks, replace and board up doors and windows, drain water from pipes, eliminate building code violations and dangerous conditions and maintain appropriate utilities to the Property. Any such amounts expended by Lender shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

11. Default; Acceleration; Remedies. If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's covenants, warranties or duties contained in this Mortgage, then, at the option of Lender each Obligation will become immediately due and payable unless notice to Mortgagor or Borrower and an opportunity to cure are required by applicable law or the document evidencing the Obligation and, in that event, the Obligation will become due and payable if the default is not cured as provided in the document evidencing the Obligation or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

12. Waiver and Consent. Lender may waive any default without waiving any other subsequent or prior default by Mortgagor. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by an authorized officer of Lender. Each Mortgagor who is not also a Borrower expressly consents to and waives notice of the following without affecting the liability of any such Mortgagor: (a) the creation of any present or future Obligations, default under any Obligations, proceedings to collect from any Borrower or anyone else, (b) any surrender, release, impairment, sale or other disposition of any security or collateral for the Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect Lender's security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any determination of the allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Mortgagor or Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

13. Assignment of Rents and Leases. Mortgagor conveys, assigns and transfers to Lender, as additional security for the Obligations, all leases of all or any part of the Property, whether oral or written, now or hereafter entered into by Mortgagor, together with any and all extensions and renewals of any leases, and all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has a license to collect the rents, issues and profits (the "Rents") from the Property. Upon or any time after the occurrence of such an event of default and the expiration of any applicable cure period described in paragraph 11, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Obligation, the license granted Mortgagor to collect the Rents shall automatically and immediately terminate and Mortgagor shall hold all Rents (whether paid before or after an event of default) in trust for the use and benefit of Lender, and Lender may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the leases. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This Assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property. Any entering upon and taking possession of the Property, and collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or invalidate any act done pursuant to such notice, and not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Mortgage, any document evidencing any Obligation or any other instrument securing the Obligations.

14. Power of Sale. In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute. In the event of a foreclosure in which the court determines that the property is abandoned under §846.102, Wis. Stats., and as the same may be amended or renumbered from time to time, Lender may sell the Property at public sale in accordance with that statute.

15. Receiver. Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. Foreclosure Without Deficiency Judgment. If the Property is a one-family to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt nonprofit charitable organization, Mortgagor agrees to the provisions of §846.101 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right of judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less three months after a foreclosure judgment is entered. If the Property is other than a one-family to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt nonprofit charitable organization, Mortgagor agrees to the provisions of §846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

17. Expenses. Mortgagor shall pay all reasonable costs and expenses before and after judgment, including, without limitation, attorneys' fees, appraisal fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. Successors and Assigns. The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

19. Interpretation. The validity, construction and enforcement of this Mortgage are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Mortgage will not affect the validity of any other provision. This Mortgage is intended by Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. This Mortgage may not be supplemented or modified except in writing.

20. Other Provisions. (If none are stated below, there are no other provisions.)

The undersigned agrees to the terms of this Mortgage and acknowledges receipt of an exact copy of this Mortgage.

Signed and Sealed February 18, 2022.

Taylor Properties LLC, A Wisconsin Limited Liability Company (SEAL)

By: (SEAL)
Nathan M Taylor, Member

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION OR **ACKNOWLEDGMENT**

Signatures of

authenticated this day of

Title: Member State Bar of Wisconsin or authorized under §706.06, Wis. Stats.

This instrument was drafted by
Ashley R Lawrence

*Type or print name signed above.

STATE OF Wisconsin

County of Sheboygan

This instrument was acknowledged before me on February 18, 2022,
by Nathan M Taylor

as Member
(Name(s) of persons(s))
(Type of authority, e.g., officer, trustee, etc., if any)

of Taylor Properties LLC
(Name of party on behalf of whom instrument was executed, if any)

*Jordan A Mueller

Notary Public, Wisconsin
My Commission Expires July 14, 2025

JORDAN A MUELLER NOTARY PUBLIC STATE OF WISCONSIN

☐ This notarial act involved the use of communication technology.

☐ By my signature above, I certify that this document is an accurate copy of the electronic record.

Item 20.

685-0000000 WALDO STATE BANK
WALDO STATE BANK
LOAN SERVICES CALL 920-528-8385
119 DEPOT STREET, PO BOX 8
WALDO WI 53093

LOAN STATEMENT (BILL) R-06090-002 11-20-25 PAGE 94
Page 1 of 2

LOAN STATEMENT

#31532 / 1st Mtg: 514 N. 8th St.



TAYLOR PROPERTIES LLC
NATHAN M TAYLOR
618 ROOSEVELT RD
KOHLER WI 53044

Account/Note Number	00000031532-00001
Statement Date	11/20/25
Officer	OWEN WILSON
Branch Number	001
Current Balance	$166,388.39
Payment Due Date	12/01/25
Amount Due	$5,804.25

Call 920-528-8385 with questions on your bill.

SUMMARY

Note/Category	Current Balance	Interest Rate	Maturity Date	Description	Amount Due
1ST MTG ON 514 N 8TH ST., SHEBOYGAN, WI					
00001/C	166,388.39	5.250000	03/01/27	Principal Payment	529.00
				Past Due Principal	1,535.22
				Interest To 12/01/25	729.12
				Past Due Interest	1,721.99
				Escrow	322.23
				Past Due Escrow	966.69
				Total Due On 12/01/25	$5,804.25

YEAR-TO-DATE SUMMARY

Interest Paid	6,495.90	Escrow Interest Paid	0.00
Unapplied Funds	0.00	Escrow Balance	522.46
Taxes Disbursed	0.00	Property Address	514 N 8TH ST SHEBOYGAN WI 53081

WALDO STATE BANK IS OPEN FOR BUSINESS MONDAY-FRIDAY 8:30A-5:00P, ON SATURDAY, DRIVE-THRU ONLY, 8:30A-12:00P. TRANSACTIONS RECEIVED AFTER THE BANK'S BUSINESS HOURS MONDAY-FRIDAY, AND THOSE RECEIVED ON SATURDAY, SUNDAY OR FEDERAL HOLIDAYS OR THOSE DEPOSITED TO A NIGHT DEPOSITORY DURING BUSINESS HOURS WILL BE CREDITED THE NEXT BUSINESS DAY.

Please return the bottom portion of the statement with your loan payment.

TAYLOR PROPERTIES LLC
NATHAN M TAYLOR
618 ROOSEVELT RD
KOHLER WI 53044

685

Account/Note Number	00000031532-00001
Payment Due Date	12/01/25
Amount Due	$5,804.25
Additional Prin, Int, Escrow, Fees:	
Amount Enclosed	

Please remit and make check payable to:

WALDO STATE BANK
119 DEPOT STREET, PO BOX 8
WALDO WI 53093

Check here for change of address or phone number and indicate changes.

685-0000000 WALDO STATE BANK
WALDO STATE BANK
LOAN SERVICES CALL 920-528-8385
119 DEPOT STREET, PO BOX 8
WALDO WI 53093

LOAN STATEMENT (BILL) R-05090-002 11-20-25 PAGE 95

LOAN STATEMENT

TAYLOR PROPERTIES LLC
Account Number 00000031532
Statement Date 11/20/25

UNPAID BILL INFORMATION

Note Number	Payment Due Date	Payment Amount	Principal	Interest	Other	Escrow
00001	09/01/25	1,063.20	503.63	237.34	0.00	322.23
00001	10/01/25	1,580.35	527.97	730.15	0.00	322.23
00001	11/01/25	1,580.35	503.62	754.50	0.00	322.23

CITY OF SHEBOYGAN
REPORT 37-25-26

BY CITY CLERK.

JANUARY 12, 2026.

Submitting a Summons and Complaint in the matter of Waldo State Bank vs. Taylor Properties LLC et al (Case number 2025CV000835).

Item 21.

FILED
12-23-2025
Sheboygan County
Clerk of Circuit Court
2025CV000835
Honorable George A Limbeck
Branch 5

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Waldo State Bank vs. Taylor Properties LLC et al

Electronic Filing Notice

Case No. 2025CV000835
Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2025CV000835 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: a2e236

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: December 26, 2025

Item 21.

FILED
12-23-2025
Sheboygan County
Clerk of Circuit Court
2025CV000835
Honorable George A Limbeck
Branch 5

STATE OF WISCONSIN: CIRCUIT COURT: SHEBOYGAN COUNTY

Case Code: 30404

WALDO STATE BANK
a financial institution
119 N Depot Street
Waldo, WI 53093

CASE NO.:

Plaintiff,

vs.

TAYLOR PROPERTIES LLC
a Wisconsin limited liability company
618 Roosevelt Road
Kohler, WI 53044

and

PFEFFERLE COMPANIES, INC.
a Wisconsin corporation
200 E Washington Street, Ste. 2A
Appleton, WI 54911

and

DR. TOBY WATSON
an adult individual
615 S 8th Street, Suite 240-C
Sheboygan, WI 53081

and

CITY OF SHEBOYGAN
a Wisconsin city
828 Center Avenue
Sheboygan, WI 53081

Defendants.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as Defendant:

You are hereby notified that the Plaintiff named above have filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is Sheboygan County Clerk of Courts, 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Rohde Dales LLP, Plaintiff's attorneys, whose address is 909 North 8th Street, Suite 100, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not provide a proper Answer within 20 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future and may also be enforced by garnishment or seizure of property.

Dated this 23rd day of December, 2025.

ROHDE DALES LLP
Electronically Signed By:

s/Matthew Primozic
An associate of the Firm
State Bar No. 1126635
mprimozic@rohdedales.com
Kyle Borkenhagen
A Member of the Firm
State Bar No. 1084544
kborkenhagen@rohdedales.com
Attorneys for Plaintiff

P.O. Address:
909 North 8th Street, Suite 100
Sheboygan, WI 53081
Telephone: (920) 458-5501
Facsimile: (920) 458-5874

NOTE: This is an attempt to collect a debt. Any information will be used for that purpose.

Item 21.

FILED
12-23-2025
Sheboygan County
Clerk of Circuit Court
2025CV000835
Honorable George A Limbeck
Branch 5

STATE OF WISCONSIN: CIRCUIT COURT: SHEBOYGAN COUNTY

Case Code: 30404

WALDO STATE BANK
a financial institution
119 N Depot Street
Waldo, WI 53093

CASE NO.:

Plaintiff,

vs.

TAYLOR PROPERTIES LLC
a Wisconsin limited liability company
618 Roosevelt Road
Kohler, WI 53044

and

PFEFFERLE COMPANIES, INC.
a Wisconsin corporation
200 E Washington Street, Ste. 2A
Appleton, WI 54911

and

DR. TOBY WATSON
an adult individual
615 S 8th Street, Suite 240-C
Sheboygan, WI 53081

and

CITY OF SHEBOYGAN
a Wisconsin city
828 Center Avenue
Sheboygan, WI 53081

Defendants.

COMPLAINT

Plaintiff Waldo State Bank, by its attorneys, Rohde Dales LLP, as and for its complaint against Defendants Taylor Properties LLC, Pfefferle Companies, Inc., Dr. Toby Watson and City of Sheboygan, alleges as follows:

1. Plaintiff Waldo State Bank is engaged in the lending business with its principal place of business located at 119 N Depot Street, Waldo, WI 53093.

2. Upon information and belief, Defendant Taylor Properties LLC ("Mortgagor") is a Wisconsin limited liability company with a principal place of business at 618 Roosevelt Road, Kohler, WI 53044.

3. Upon information and belief, Defendant Pfefferle Companies, Inc. is a Wisconsin corporation with a principal place of business at 200 E Washington Street, Suite 2A, Appleton, WI 54911.

4. Upon information and belief, Defendant Dr. Toby Watson is an adult individual with a principal place of business at 615 S 8th Street, Suite 240-C, Sheboygan, WI 53081.

5. Upon information and belief, Defendant City of Sheboygan is a Wisconsin city with a principal place of business at 828 Center Avenue, Sheboygan, WI 53081.

6. On February 18, 2022, Plaintiff entered into a Mortgage Note with the Mortgagor (the "First Mortgage") whereby Mortgagor is to make 59 equal payments of $1,210.64 on the 1st of each month starting on April 1, 2022. All unpaid principal and interest are due on March 1, 2027. The term "Mortgage" as used in this Complaint includes any recorded Mortgage and any unrecorded amendments to the Mortgage agreed to by Plaintiff and Mortgagor. A copy of the Mortgage Note is attached hereto as **Exhibit A** and is incorporated herein by this reference.

7. On March 9, 2022, the Mortgage was recorded in the Sheboygan County Register of Deeds as Document Number 2132573. A copy of the recorded Mortgage is attached hereto as **Exhibit B** and is incorporated herein by this reference.

8. The property subject to the Mortgage (the "Property") is represented by Parcel Number 59281108580 and is legally described as follows:

> The South 18 1/3 feet of the North 55 feet of Lots 11 and 12, Block 154, Sheboygan Original Plat, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin, excepting therefrom however, the West 10 feet of said Lot 11.

9. Mortgagor has defaulted on the Mortgage Note and Mortgage by failing to make monthly payments when due in May, June, July, August, September, October and November of 2025.

10. The current balance owing on the Mortgage Note is $161,580.42. A copy of the most recent loan statement is attached hereto as **Exhibit C** and is incorporated herein by this reference.

11. Plaintiff is the holder of the Mortgage Note and Mortgage, together with all rights thereunder.

12. Plaintiff has fulfilled all conditions precedent under the Mortgage Note and Mortgage and pursuant to its rights has declared the unpaid balance immediately payable.

13. The mortgaged Property consists of retail space and apartments, which cannot be sold in part or parcels without injury to the rights of the parties.

14. Upon information and belief, Pfefferle Companies, Inc. and Mortgagor entered into a listing contract for the sale of the Property following the recording of the Mortgage.

15. Pursuant to Wisconsin Statute § 779.32, Pfefferle Companies, Inc. may have a broker lien on the Property.

16. Upon information and belief, in or about February 2025, Dr. Toby Watson and Mortgagor entered into an accepted offer to purchase on the Property.

17. The Property was never sold to Dr. Toby Watson following the accepted offer to purchase.

18. Dr. Toby Watson may have a claim or lien against the Property pursuant to the accepted offer to purchase.

19. Upon information and belief, a grant was given by the City of Sheboygan to Mortgagor to repair the Property.

20. The City of Sheboygan may have a claim or lien against the Property pursuant to the grant.

21. Plaintiff, for the purpose of obtaining a shorter redemption period under Wisconsin Statutes Chapter 846, elects to waive judgment for any deficiency which remains due to the Plaintiff after sale of the mortgaged premises in this action against every party who is personally liable for the debt secured by the Mortgage, and consents that each Mortgagor, unless they abandon the property, may remain in possession of the mortgaged property and be entitled to all rents, issues, and profits therefrom to the date of confirmation of sale by the Court. Plaintiff maintains its lien on, and all rights to, any amounts realized due to any taking, forfeiture, insurance loss or any similar miscellaneous proceeds, per the terms of the Mortgage or applicable loan documents.

22. Pursuant to the terms of the Mortgage, Plaintiff is entitled to payment by Mortgagor of all costs and expenses, including reasonable attorney's fees incurred in this action.

WHEREFORE, Plaintiff Waldo State Bank demands judgment as follows:

A. For the foreclosure and sale of the mortgaged premises in accordance with Wis. Stat. § 846.101, or if the mortgaged premises was not owner-occupied at the time of commencement of this action, in accordance with Wis. Stat. § 846.103(2);

B. If each Mortgagor or their assigns should abandon the property, for the foreclosure and sale of the mortgaged premises in accordance with Wis. Stat. § 846.102;

C. Any Mortgagor, or any person occupying the premises, be enjoined and restrained from committing waste during the pendency of the action;

D. Entry of a judgment of foreclosure and sale foreclosing the rights of each defendant so as to bar and foreclose each of them from all right, title, and interest in and to the mortgaged premises, except the right to apply for surplus in accordance with Wisconsin Statutes;

E. For a judgment in favor of Plaintiff and against Mortgagor for its costs and disbursements, including reasonable attorneys' fees incurred in this matter;

F. Extinguishment of any liens or claims by Pfefferle Companies, Inc. on the mortgaged Property;

G. Extinguishment of any liens or claims by Dr. Toby Watson on the mortgaged Property;

H. Extinguishment of any liens or claims by the City of Sheboygan on the mortgaged Property; and

I. For such other and further relief as the court deems just and proper.

Dated this 23rd day of December, 2025.

ROHDE DALES LLP
Electronically Signed By:

s/Matthew Primozic
An associate of the Firm
State Bar No. 1126635
mprimozic@rohdedales.com
Kyle Borkenhagen
A Member of the Firm
State Bar No. 1084544
kborkenhagen@rohdedales.com
Attorneys for Plaintiff

P.O. Address:
909 North 8th Street, Suite 100
Sheboygan, WI 53081
Telephone: (920) 458-5501
Facsimile: (920) 458-5874

NOTE: This is an attempt to collect a debt. Any information will be used for that purpose.

Loan Number: 31533-1

BUSINESS		eFIPCO
W. B. A.	451 (4/20/20)	11221

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Taylor Properties LLC

BUSINESS NOTE

(Use only for business purpose loans)

COPY

Boxes checked are applicable.
Boxes not checked are inapplicable.

_____ (MAKER) February 18, 2022 (DATE) $ 178,500.00

1. Promise to Pay and Payment Schedule. The undersigned ("Maker," whether one or more) promises to pay to the order of Waldo State Bank ("Lender") at 119 N. Depot Street Waldo, Wisconsin, the sum of $ 178,500.00, plus interest as set forth below, according to the following schedule:
59 equal payments of $1,210.64 are due on April 1, 2022 and on the same day(s) of each succeeding month thereafter, plus a final payment of the unpaid principal and interest is due on March 1, 2027. All payments include principal and interest.

2. Interest. Interest shall accrue before maturity (whether by acceleration or lapse of time) at the stated interest rate(s) identified in section 2(a), (b) or (c) below (each a "stated interest rate"), as applicable, on the unpaid principal balance, calculated as provided in section 2(g) or (h), as applicable, below:
[Check (a), (b) or (c); only one shall apply.]
(a) ☒ **Fixed Interest Rate.** 5.250 %
(b) ☐ **Stepped Fixed Interest Rate.** n/a % until n/a and n/a % thereafter.
(c) ☐ **Variable Interest Rate.** The stated interest rate is variable and will adjust to equal the Index Rate (as defined below), ☐ plus ☐ minus n/a percentage points. However, the stated interest rate shall not exceed n/a % and shall not be less than n/a %. ☐ The minimum stated interest rate shall not be applicable until the first rate change date. Until the first change date described below, the stated interest rate shall be n/a %. The stated interest rate shall be adjusted on the change dates provided below. The "**Index Rate**" is:
n/a

The Index Rate may or may not be the lowest rate charged by Lender. The stated interest rate shall be adjusted on the following change dates:
n/a

If the Index Rate ceases to be made available to Lender during the term of this Note, Lender may substitute a comparable Index.
(d) **Payment Modification.** If section 2(b) or (c) above is checked, an adjustment in the stated interest rate will result in an increase or decrease in (1) ☐ the amount of each payment of interest, (2) ☐ the amount of the final payment, (3) ☐ the number of scheduled periodic payments sufficient to repay this Note in substantially equal payments, (4) ☐ the amount of each remaining payment of principal and interest so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date, (5) ☐ the amount of each remaining payment of principal and interest (other than the final payment) so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date based on the original amortization schedule used by Lender, plus the final payment of principal and interest, or (6) ☐ n/a. In addition, Lender is authorized to change the amount of periodic payments if and to the extent necessary to pay in full all accrued interest owing on this Note. Maker agrees to pay any resulting payments or amounts.
(e) **Interest After Maturity and Application of All Payments.** Interest shall accrue on unpaid principal and interest after maturity (whether by acceleration or lapse of time) until paid ☐ at the stated interest rate(s) under section 2(a), (b) or (c) above, as applicable, plus n/a percentage points ☒ at the stated interest rate of 5.250 %, calculated as provided in section 2(g) or (h), as applicable, below. All payments applied to this Note shall be applied in such order as Lender determines to interest, principal and payments due under this Note or any agreement securing this Note.
(f) ☐ **Compounding. Prior to maturity (whether by acceleration or lapse of time), unpaid and past due interest shall bear interest from its due date at the stated interest rate then in effect for this Note under Section 2(a), (b) or (c) above, as applicable, calculated as provided in section 2(g) or (h), as applicable, below.**
(g) ☒ **Interest Calculation (Actual Days).** Interest will be calculated by applying a daily interest rate for the actual number of days interest is owing, up to 365 days in a full year or 366 days in a full leap year. The daily interest rate will be calculated as follows:
[Check (1) or (2); only one shall apply.]
(1) ☒ 360 Day Rate Calculation. The daily interest rate will be calculated on the basis of a 360 day year, which means that it is calculated by dividing the applicable stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above, by 360. **Maker understands and agrees that calculating the daily interest rate using a 360 day year means the actual annual interest rate in a 365 day year and in a 366 day leap year is higher than the stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above.**
(2) ☐ 365 Day Rate Calculation. The daily interest rate will be calculated on the basis of a 365 day year, which means that it is calculated by dividing the applicable stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above, by 365. **Maker understands and agrees that calculating the daily interest rate using a 365 day year means the actual annual interest rate in a 366 day leap year is higher than the stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above.**
(h) ☐ **Interest Calculation (30/360).** Interest will be calculated by applying the applicable stated interest rate based on a 360 day year, counting each day as one thirtieth of a month and disregarding differences in lengths of months and years.

3. Other Charges. If any payment (other than the final payment) is not made on or before the 10th day after its due date, Lender may collect a delinquency charge of ☒ 5.000 % of the unpaid amount ☐ n/a. Maker agrees to pay a charge of $ 25.00 for each check or electronic debit presented for payment under this Note which is returned unsatisfied.

4. Collateral Disclaimer. ☐ Lender disclaims as collateral security for this Note (i) any real estate mortgage or security agreement covering real property on which any building is located in a special flood hazard area, and (ii) any mobile home located in a special flood hazard area, when such collateral security arises under a mortgage or agreement between Lender ☐ and Maker ☐ and any indorser or guarantor of this Note or any other person providing collateral security for Maker's obligations; provided, however, **Lender does not disclaim any such collateral security arising under a real estate mortgage or security agreement taken contemporaneously with this Note or real estate mortgage(s) or security agreement(s) in favor of Lender, whenever taken, from** n/a, dated n/a. A special flood hazard area is an area designated as such under the National Flood Insurance Program.

5. Renewal. ☐ This Note renews and does not satisfy or discharge a note Maker executed to Lender dated n/a.

6. Prepayment. Full or partial prepayment of this Note ☒ is permitted at any time without penalty ☐ n/a.

THIS NOTE INCLUDES ADDITIONAL PROVISIONS ON PAGE 2.

Taylor Properties LLC

_____ (SEAL)

A Wisconsin Limited Liability Company
(Type of Organization)

By _____ (SEAL)
Nathan M Taylor, Member

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

618 Roosevelt Rd
(ADDRESS)

Kohler, WI 53044

920-917-5637
(PHONE)

EXHIBIT A
tabbies

FOR LENDER CLERICAL USE ONLY

1st mtg refi - 512 N 8th St., Sheboygan WI. & Unlimited Guaranty of Nathan M Taylor 60 Months/ 25 Year Amortization

Jordan A Mueller, Loan Officer
LOAN OFFICER

ADDITIONAL PROVISIONS

7. Default and Enforcement. Upon the occurrence of any one or more of the following events of default: (a) Maker fails to pay any amount when due under this Note or under any other instrument evidencing any indebtedness of Maker to Lender, (b) any representation or warranty made under this Note or information provided by Maker or any guarantor of this Note to Lender in connection with this Note is or was false or fraudulent in any material respect, (c) a material adverse change occurs in Maker's financial condition, (d) Maker fails to timely observe or perform any of the covenants or duties contained in this Note, (e) any guarantee of Maker's obligations under this Note is revoked or becomes unenforceable for any reason, (f) Maker, Maker's spouse or a surety or guarantor of this Note dies or ceases to exist, (g) an event of default occurs under any agreement securing this Note, or (h) Lender at any time believes in good faith that the prospect of payment or performance under this Note, under any other instrument evidencing any indebtedness of Maker to Lender or under any agreement securing this Note is impaired, then the unpaid balance shall, at the option of Lender, without notice, mature and become immediately payable. The unpaid balance shall automatically mature and become immediately payable in the event any Maker or any surety, indorser or guarantor for any of Maker's obligations under this Note becomes the subject of bankruptcy or other insolvency proceedings. Lender's receipt of any payment on this Note after the occurrence of an event of default shall not constitute a waiver of the default or the Lender's rights and remedies upon such default. Lender may waive any default without waiving any other subsequent or prior default by Maker. Lender may also fail or delay in exercising any right, power or remedy under this Note without waiving any such right, power or remedy. Lender's single or partial exercise of any right, power or remedy under this Note shall not preclude any other or further exercise of any right, power or remedy. To the extent not prohibited by law, Maker consents that venue for any legal proceeding relating to collection of this Note shall be, at Lender's option, the county in which Lender has its principal office in Wisconsin, the county and state in which any Maker resides or the county and state in which this Note was executed and Maker submits to the jurisdiction of any such court.

8. Security. Except for collateral disclaimed as security for this Note under section 4 on page 1 of this Note, this Note is secured by all existing and future security agreements and mortgages between Lender and Maker, between Lender and any indorser or guarantor of this Note, and between Lender and any other person providing collateral security for Maker's obligations, and payment may be accelerated according to any of them. Unless a lien would be prohibited by law or would render a nontaxable account taxable, Maker grants to Lender a security interest and lien in any deposit account Maker may at any time have with Lender. Lender may, at any time after an occurrence of an event of default, without notice or demand, set-off against any deposit balance or other money now or hereafter owed any Maker by Lender any amount unpaid under this Note.

9. Rights of Lender. All rights and remedies of Lender are cumulative and may be exercised from time to time together, separately, and in any order. Without affecting the liability of any Maker, indorser, surety, or guarantor, Lender may, without notice, accept partial payments, release or impair any collateral security for the payment of this Note or agree not to sue any party liable on it. Lender may apply prepayments, if permitted, to such future installments as it elects. Lender may without notice to Maker apply payments made by or for Maker to any obligations of Maker to Lender. Without affecting the liability of any indorser, surety or guarantor, Lender may from time to time, without notice, renew or extend the time for payment.

10. Obligations and Agreements of Maker. The obligations under this Note of all Makers are joint and several. All Makers, indorsers, sureties, and guarantors agree to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by Maker or incident to any action or proceeding involving Maker brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand and notice of dishonor. Maker agrees to indemnify and hold harmless Lender, its directors, officers, employees and agents, for, from and against any and all claims, damages, judgments, penalties, and expenses, including reasonable attorneys' fees, arising directly or indirectly from credit extended under this Note or the activities of Maker. This indemnity shall survive payment of this Note. Each Maker acknowledges that Lender has not made any representations or warranties with respect to, and that Lender does not assume any responsibility to Maker for, the collectability or enforceability of this Note or the financial condition of any Maker. Each Maker has independently determined the collectability and enforceability of this Note. Maker represents that the legal name of Maker and the address of Maker's principal residence are as set forth on page 1. Maker shall not change its legal name or address without providing at least 30 days' prior written notice of the change to Lender.

11. Entire Agreement. THIS NOTE IS INTENDED BY LENDER AND MAKER AS A FINAL EXPRESSION OF THIS NOTE AND AS A COMPLETE AND EXCLUSIVE STATEMENT OF ITS TERMS, THERE BEING NO CONDITIONS TO THE ENFORCEABILITY OF THIS NOTE, AND THIS NOTE MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES TO THIS NOTE. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES TO THIS NOTE. THIS NOTE MAY NOT BE SUPPLEMENTED OR MODIFIED EXCEPT IN WRITING SIGNED BY LENDER AND MAKER.

12. Interpretation. This Note benefits Lender, its successors and assigns, and binds Maker and Maker's heirs, personal representatives, successors and assigns. The validity, construction and enforcement of this Note are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. Invalidity or unenforceability of any provision of this Note shall not affect the validity or enforceability of any other provisions of this Note.

13. Other Provisions. If none stated there are no other provisions.

#31533

8582402
Tx:4431472

2132573
SHEBOYGAN COUNTY, WI
RECORDED ON
03/09/2022 02:54 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
EXEMPTION #
Cashier ID: 9
PAGES: 3

eFIPCO
W. B. A. | 428B (3/24/20) | 11429
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DOCUMENT NO.

REAL ESTATE MORTGAGE
(Use Only to Secure Business Transactions)

Taylor Properties LLC, A Wisconsin Limited Liability Company ("Mortgagor," whether one or more), whose address is 618 Roosevelt Rd, Kohler, WI 53044, mortgages, conveys, assigns, grants a security interest in and warrants to Waldo State Bank ("Lender"), whose address is 119 N. Depot Street, Waldo, WI 53093, in consideration of the sum of One Hundred Seventy-Eight Thousand Five Hundred Dollars and 00/100 Dollars ($ 178,500.00), loaned or to be loaned to Taylor Properties LLC ("Borrower," whether one or more) by Lender, evidenced by Borrower's note(s) or agreement(s) dated February 18, 2022, the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, all existing and future improvements and all goods that are or are to become fixtures (all called the "Property") to secure the Obligations described in paragraph 5, including, but not limited to, repayment of the sum stated above plus certain other debts, obligations and liabilities arising out of past, present and future credit granted by Lender. **SINCE THIS MORTGAGE SECURES ALL OBLIGATIONS DESCRIBED IN PARAGRAPH 5, IT IS ACKNOWLEDGED AND AGREED THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO TIME IN A DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.**

Recording Area

Name and Return Address
Waldo State Bank
P.O. Box 8
Waldo, WI 53093

Parcel Identifier No.
59281-108580

☐ If checked here, and not in limitation of paragraph 5, this Mortgage is given to secure all sums advanced and re-advanced to Borrower by Lender from time to time under the revolving credit agreement between Borrower and Lender described above.

Mortgagor warrants to Lender that the following information is true and correct as of the date this Real Estate Mortgage is signed:

(a) The following individuals are all of the persons with a homestead interest in the Property: n/a

(b) The following Mortgagors are married individuals: n/a

(c) The following Mortgagors are unmarried individuals: n/a

1. Description of Property.
The South 18 1/3 feet of the North 55 feet of Lots 11 and 12, Block 154, Sheboygan Original Plat, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin, excepting therefrom however, the West 10 feet of said Lot 11.



☐ If checked here, description continues or appears on attached sheet(s).
☐ If checked here, this Mortgage is a construction mortgage.
☐ If checked here, Condominium Rider is attached.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and n/a.

3. Escrow. Interest will be paid on escrowed funds if an escrow is required under paragraph 8(a).

4. Additional Provisions. This Mortgage includes the additional provisions on pages 2 and 3, which are made a part of this Mortgage.

ADDITIONAL PROVISIONS

5. Mortgage as Security. This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges, according to the terms of the promissory note(s) or agreement(s) of Borrower to Lender identified in the first paragraph of this Mortgage, and any extensions, renewals or modifications of such promissory note(s) or agreement(s), plus (b) except as disclaimed below, all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, plus all interest and charges, plus (c) all costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. This Mortgage does not secure and Lender disclaims this Mortgage as security for any consumer credit transaction governed by the Wisconsin Consumer Act, any loan governed by Chapter 428, Wisconsin Statutes, and any loan governed by the Federal Truth-in-Lending Act. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

6. Taxes. To the extent not paid to Lender under paragraph 8(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. Insurance. Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgagee and lender loss payee clauses in favor of Lender, shall insure Lender notwithstanding any defenses of the insurer against Mortgagor and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's approval, Mortgagor is free to select the insurance agent or insurer through which insurance is obtained. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property, and Lender may require that such proceeds of insurance be deposited with it for these purposes. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee. If Mortgagor fails to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagor, such insurance may be acquired by Lender solely to protect the interest of Lender (it will not cover Mortgagor's equity in the Property), and Mortgagor's obligation to repay Lender shall be in accordance with paragraph 10.

8. Mortgagor's Covenants. Mortgagor covenants and warrants:

(a) **Escrow.** If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property, (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, (5) the estimated costs to keep the Property in good and tenantable condition and repair, and to restore and replace damaged or destroyed improvements and fixtures if it is reasonably determined by Lender that Mortgagor has failed to comply with the covenant under paragraph 8(b) below, and (6) other items agreed to be included in the escrow. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagor for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagor in writing, and Mortgagor shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law;

(b) **Condition and Repair.** To keep the Property in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;

(c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2;

(d) **Other Mortgages.** To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;

(e) **Waste.** Not to commit waste or permit waste to be committed upon the Property or abandon Property;

(f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to its interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Obligations;

(g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;

(h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);

(i) **Inspection.** Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property;

(j) **Laws.** To comply with all laws, ordinances and regulations affecting the Property;

(k) **Subrogation.** That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement(s) identified in the first paragraph of this Mortgage; and

(l) **Leases.** To pay and perform all obligations and covenants under and pursuant to the terms of each lease of all or any part of the Property required of Mortgagor, and to not cancel, accept a surrender of, modify, consent to an assignment of the lessee's interest under, or make any other assignment or other disposition of, any lease of all or any part of the Property or any interest of Mortgagor in the lease and to not collect or accept any payment of rent more than one month before it is due and payable.

9. Environmental Laws. Mortgagor represents, warrants and covenants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

10. Authority of Lender to Perform for Mortgagor. If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, including, without limitation, preserving and insuring the Property, not committing waste or abandoning the Property, keeping the Property free of liens or encumbrances other than those approved by Lender, keeping the Property in good and tenantable condition and repair, and complying with all laws, ordinances and regulations affecting the Property, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the covenants or duties or cause them to be performed, or take such other action as may be necessary to protect Lender's interest in the Property and to secure and repair the Property. Such actions may include, without limitation, assessing the value of the Property, paying liens that become superior to this Mortgage and making any other payments required, signing Mortgagor's name, engaging an attorney, appearing in court and paying reasonable attorneys' fees, and entering the Property to make repairs, change locks, replace and board up doors and windows, drain water from pipes, eliminate building code violations and dangerous conditions and maintain appropriate utilities to the Property. Any such amounts expended by Lender shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

11. Default; Acceleration; Remedies. If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's covenants, warranties or duties contained in this Mortgage, then, at the option of Lender each Obligation will become immediately due and payable unless notice to Mortgagor or Borrower and an opportunity to cure are required by applicable law or the document evidencing the Obligation and, in that event, the Obligation will become due and payable if the default is not cured as provided in the document evidencing the Obligation or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

12. Waiver and Consent. Lender may waive any default without waiving any other subsequent or prior default by Mortgagor. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by an authorized officer of Lender. Each Mortgagor who is not also a Borrower expressly consents to and waives notice of the following without affecting the liability of any such Mortgagor: (a) the creation of any present or future Obligations, default under any Obligations, proceedings to collect from any Borrower or anyone else, (b) any surrender, release, impairment, sale or other disposition of any security or collateral for the Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect Lender's security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any determination of the allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Mortgagor or Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

13. Assignment of Rents and Leases. Mortgagor conveys, assigns and transfers to Lender, as additional security for the Obligations, all leases of all or any part of the Property, whether oral or written, now or hereafter entered into by Mortgagor, together with any and all extensions and renewals of any leases, and all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has a license to collect the rents, issues and profits (the "Rents") from the Property. Upon or any time after the occurrence of such an event of default and the expiration of any applicable cure period described in paragraph 11, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Obligation, the license granted Mortgagor to collect the Rents shall automatically and immediately terminate and Mortgagor shall hold all Rents (whether paid before or after an event of default) in trust for the use and benefit of Lender, and Lender may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the leases. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This Assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property. Any entering upon and taking possession of the Property, and collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or invalidate any act done pursuant to such notice, and not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Mortgage, any document evidencing any Obligation or any other instrument securing the Obligations.

14. Power of Sale. In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute. In the event of a foreclosure in which the court determines that the property is abandoned under §846.102, Wis. Stats., and as the same may be amended or renumbered from time to time, Lender may sell the Property at public sale in accordance with that statute.

15. Receiver. Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. Foreclosure Without Deficiency Judgment. If the Property is a one-family to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt nonprofit charitable organization, Mortgagor agrees to the provisions of §846.101 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right of judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less three months after a foreclosure judgment is entered. If the Property is other than a one-family to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt nonprofit charitable organization, Mortgagor agrees to the provisions of §846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

17. Expenses. Mortgagor shall pay all reasonable costs and expenses before and after judgment, including, without limitation, attorneys' fees, appraisal fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. Successors and Assigns. The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

19. Interpretation. The validity, construction and enforcement of this Mortgage are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Mortgage will not affect the validity of any other provision. This Mortgage is intended by Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. This Mortgage may not be supplemented or modified except in writing.

20. Other Provisions. (If none are stated below, there are no other provisions.)

The undersigned agrees to the terms of this Mortgage and acknowledges receipt of an exact copy of this Mortgage.

Signed and Sealed February 18, 2022.

Taylor Properties LLC, A Wisconsin Limited Liability Company (SEAL)

By: _____ (SEAL)
Nathan M Taylor, Member

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

AUTHENTICATION OR ACKNOWLEDGMENT

Signatures of _____

_____

_____

_____

authenticated this _____ day of _____

_____

_____

_____

Title: Member State Bar of Wisconsin or _____
authorized under §706.06, Wis. Stats.

This instrument was drafted by
Ashley R Lawrence

*Type or print name signed above.

STATE OF Wisconsin

County of Sheboygan

This instrument was acknowledged before me on February 18, 2022,
by Nathan M Taylor

as Member
(Name(s) of persons(s))
(Type of authority, e.g., officer, trustee, etc., if any)

of Taylor Properties LLC
(Name of party on behalf of whom instrument was executed, if any)

Jordan A Mueller

Notary Public, Wisconsin
My Commission Expires July 14, 2025

☐ This notarial act involved the use of communication technology.

☐ By my signature above, I certify that this document is an accurate copy of the electronic record.

JORDAN A MUELLER NOTARY PUBLIC STATE OF WISCONSIN

685-0000000 WALDO STATE BANK
WALDO STATE BANK
LOAN SERVICES CALL 920-528-8385
119 DEPOT STREET, PO BOX 8
WALDO WI 53093

LOAN STATEMENT (BILL) R-06090-002 11-20-25 PAGE 96

LOAN STATEMENT

#31533/1st Mtg: 512 N. 8th St.



TAYLOR PROPERTIES LLC
NATHAN M TAYLOR
618 ROOSEVELT RD
KOHLER WI 53044

Account/Note Number	00000031533-00001
Statement Date	11/20/25
Officer	OWEN WILSON
Branch Number	001
Current Balance	$161,580.42
Payment Due Date	12/01/25
Amount Due	$11,581.36

Call 920-528-8385 with questions on your bill.

SUMMARY

Note/Category	Current Balance	Interest Rate	Maturity Date	Description	Amount Due
1ST MTG ON 512 N 8TH ST., SHEBOYGAN, WI					
00001/C	161,580.42	5.250000	03/01/27	Principal Payment	502.56
				Past Due Principal	2,914.65
				Interest To 12/01/25	708.08
				Past Due Interest	4,349.19
				Escrow	415.78
				Past Due Escrow	2,621.10
				Late Charges Due	70.00
				Total Due On 12/01/25	$11,581.36

WALDO STATE BANK IS OPEN FOR BUSINESS MONDAY-FRIDAY 8:30A-5:00P, ON SATURDAY, DRIVE-THRU ONLY, 8:30A-12:00P. TRANSACTIONS RECEIVED AFTER THE BANK'S BUSINESS HOURS MONDAY-FRIDAY, AND THOSE RECEIVED ON SATURDAY, SUNDAY OR FEDERAL HOLIDAYS OR THOSE DEPOSITED TO A NIGHT DEPOSITORY DURING BUSINESS HOURS WILL BE CREDITED THE NEXT BUSINESS DAY.

Please return the bottom portion of the statement with your loan payment.

TAYLOR PROPERTIES LLC
NATHAN M TAYLOR
618 ROOSEVELT RD
KOHLER WI 53044

685

Account/Note Number	00000031533-00001
Payment Due Date	12/01/25
Amount Due	$11,581.36
Additional Prin, Int, Escrow, Fees:	

Please remit and make check payable to:

WALDO STATE BANK
119 DEPOT STREET, PO BOX 8
WALDO WI 53093

Amount Enclosed

Check here for change of address or phone number and indicate changes.

685-0000000 WALDO STATE BANK
WALDO STATE BANK
LOAN SERVICES CALL 920-528-8385
119 DEPOT STREET, PO BOX 8
WALDO WI 53093

LOAN STATEMENT (BILL) R-06090-002 11-20-25 PAGE 97
Page 2 of 2

LOAN STATEMENT

TAYLOR PROPERTIES LLC
Account Number 00000031533
Statement Date 11/20/25

YEAR-TO-DATE SUMMARY

Interest Paid	3,591.89	Escrow Interest Paid	0.00
Unapplied Funds	0.00	Escrow Balance	155.48-
Taxes Disbursed	0.00	Property Address	512 N 8TH ST SHEBOYGAN WI 53081

UNPAID BILL INFORMATION

Note Number	Payment Due Date	Payment Amount	Principal	Interest	Other	Escrow
00001	05/01/25	126.42	0.00	0.00	0.00	126.42
00001	06/01/25	1,626.42	477.89	732.75	0.00	415.78
00001	07/01/25	1,626.42	501.54	709.10	0.00	415.78
00001	08/01/25	1,626.42	477.89	732.75	0.00	415.78
00001	09/01/25	1,626.42	477.90	732.74	0.00	415.78
00001	10/01/25	1,626.42	501.53	709.11	0.00	415.78
00001	11/01/25	1,626.42	477.90	732.74	0.00	415.78

CITY OF SHEBOYGAN
REPORT 49-25-26

BY CITY CLERK.

FEBRUARY 9, 2026.

Submitting a Summons and Complaint in the matter of Planet Home Lending, LLC vs. Breanna Crump et al.

JAN Item 22.

FILED
01-28-2026
Sheboygan County
Clerk of Circuit Court
2026CV000071
Honorable Samantha R. Bastil
Branch 1

1/29/26 3:54p

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Planet Home Lending, LLC vs. Breanna Crump et al

Electronic Filing Notice

Case No. 2026CV000071
Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

Case number 2026CV000071 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 53a97d

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: January 28, 2026

Item 22.

FILED
01-28-2026
Sheboygan County
Clerk of Circuit Court
2026CV000071
Honorable Samantha R. Bastil
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

Planet Home Lending, LLC
321 Research Parkway, Suite 303
Meriden, CT 06450

Plaintiff,

vs.

Breanna Crump
2325 N 6th St
Sheboygan, WI 53083-4958

John Doe Crump
2325 N 6th St
Sheboygan, WI 53083-4958

The United States of America
c/o US Attorney
517 E Wisconsin Ave
Milwaukee, WI 53202-4500
&
c/o US Attorney General
950 Pennsylvania Ave NW, Rm B-103
Washington, DC 20530-0001

U.S. Department of HUD
c/o Office of Regional Counsel
77 W Jackson Blvd Rm 2604
Chicago, IL 60604-3511

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081-4442

Community First Credit Union
2626 S Oneida St
Appleton, WI 54915-2101

Anesthesiology Associates LTD.
c/o Michael Lattos, Registered Agent
225 S Executive Dr
Brookfield, WI 53005-4257

Defendants.

SUMMONS

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $10,000.00

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 28th day of January, 2026.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: _____
Ian J. Thomson
State Bar No. 1076280

16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
091168F02

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

Item 22.

FILED
01-28-2026
Sheboygan County
Clerk of Circuit Court
2026CV000071
Honorable Samantha R. Bastil
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

Planet Home Lending, LLC
321 Research Parkway, Suite 303
Meriden, CT 06450

Plaintiff,

vs.

Breanna Crump
2325 N 6th St
Sheboygan, WI 53083-4958

John Doe Crump
2325 N 6th St
Sheboygan, WI 53083-4958

The United States of America
c/o US Attorney
517 E Wisconsin Ave
Milwaukee, WI 53202-4500
&
c/o US Attorney General
950 Pennsylvania Ave NW, Rm B-103
Washington, DC 20530-0001

U.S. Department of HUD
c/o Office of Regional Counsel
77 W Jackson Blvd Rm 2604
Chicago, IL 60604-3511

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081-4442

Community First Credit Union
2626 S Oneida St
Appleton, WI 54915-2101

Anesthesiology Associates LTD.
c/o Michael Lattos, Registered Agent
225 S Executive Dr
Brookfield, WI 53005-4257

Defendants.

COMPLAINT

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $10,000.00

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.

2. The mortgaged real estate is owned of record by Breanna Crump.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of $103,851.79 together with interest from the 1st day of May, 2025.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is real estate which is 20 acres or less; with a one to four family residence thereon which is occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under Section 846.101(2)(c)1. with a three month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

9. That John Doe Crump has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Breanna Crump and any such interest is subject and

subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of Section 846.101(2)(c)1. of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 28th day of January, 2026.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: _____
Ian J. Thomson
State Bar No. 1076280

16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

NOTE

FHA Case No. [redacted]
Group [redacted]
Loan # [redacted]
MIN [redacted]

January 22, 2021 [Date] | Sheboygan, [City] | Wisconsin [State]

2325 N 6TH ST, Sheboygan, WI 53083
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $114,977.00 (this amount is called "Principal"), plus interest to the order of the Lender. The Lender is Planet Home Lending, LLC. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 2.750%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on March 1, 2021. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest and other items in the order described in the Security Instrument before Principal. If, on February 1, 2051, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 69197, Baltimore, MD 21264-9197 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $469.38.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to any accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

Initials: B.C

[redacted]

[redacted]

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

> If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.
>
> If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further

Initials: B. C.

[redacted]

EXHIBIT A

[redacted]

notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

_____ (SEAL)
- BORROWER - Breanna Crump

[Sign Original Only]

Individual Loan Originator: Brian Christopher Jaeger, NMLSR ID: [redacted]
Loan Originator Organization: Planet Home Lending, LLC, NMLSR ID: [redacted]

Initials: B.C

[redacted]

EXHIBIT A

Document Title: Mortgage

After Recording Return To:
Planet Home Lending, LLC
1795 International Way
Idaho Falls, ID 83402
ATTN: c/o First American Mortgage Solutions

Parcel ID Number: 59281008370

2108389
SHEBOYGAN COUNTY, WI
RECORDED ON
02/05/2021 02:48 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
EXEMPTION #
Cashier ID: 8
PAGES: 16

[Space Above This Line For Recording Data]

MORTGAGE

Crump
Loan #[redacted]
MIN[redacted]
MERS Phone: 1-888-679-6377
PIN: 59281008370
Case #[redacted]

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated January 22, 2021, together with all Riders to this document.

(B) "Borrower" is BREANNA CRUMP, SINGLE WOMAN. Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is Planet Home Lending, LLC. Lender is a Limited Liability Company organized and existing under the laws of Delaware. Lender's address is 321 Research Parkway, Suite 303, Meriden, CT 06450.

(E) "Note" means the promissory note signed by Borrower and dated January 22, 2021. The Note states that Borrower owes Lender One Hundred Fourteen Thousand Nine Hundred Seventy-Seven And 00/100 Dollars (U.S. $114,977.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1, 2051.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the

Initials: B.C

[redacted]

EXHIBIT B

[redacted]

Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Planned Unit Development Rider

☐ Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

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TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the COUNTY of Sheboygan:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
which currently has the address of 2325 N 5TH ST, Sheboygan, WI 53083 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan

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current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and,

Fifth, to late charges due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and

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in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This

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insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance

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claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for

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enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking,

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destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and

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(c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument, or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it

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might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had

Initials: B.C

[redacted]

EXHIBIT B

[redacted]

occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Borrower Not Third-Party Beneficiary to Contract of Insurance. Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous

Initials: B.C

[redacted]

EXHIBIT B

[redacted]

Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the

Initials: B.C

[redacted]

EXHIBIT B

[redacted]

same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less three months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Breanna Crump (SEAL)
- BORROWER - Breanna Crump

[Space Below This Line For Acknowledgment]

State of Wisconsin

County of Sheboygan

This record was acknowledged before me on January 22, 2021, by Breanna Crump

MARK S. ERDMANN
Notary Public
State of Wisconsin

Notary Public

Commission Expires
11/15/2023

My Commission Expires: _____

[redacted]

EXHIBIT D

[redacted]

Individual Loan Originator: Brian Christopher Jaeger, NMLSR ID: [redacted]
Loan Originator Organization: Planet Home Lending, LLC, NMLSR ID: [redacted]

This instrument was drafted by:
elliot pimentel
Planet Home Lending, LLC
105 Maxess Rd., Suite N107
Melville, NY 11747

[redacted]

[redacted]

EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the City of Sheboygan, County of Sheboygan, State of WI, and is described as follows:

Lot 16 Block 1, except the North 24 feet of the East 36 feet therof, Lake Heights Addition in the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Being the same property conveyed from Andrew R. Benton, a single person, to Breanna Crump by deed dated October 15, 2019 and recorded on December 30, 2019 in Instrument No. 2084278.

APN: 59281008370

EXHIBIT B

~HOA: None

12. _____
~PLAT: Yes

13. ~COVENANTS: No

14. _____
RECORDED DOCUMENTS

Mortgage:
From: Breanna Crump, single woman
To: Mortgage Electronic Registration Systems, Inc., as nominee for Planet Home Lending, LLC, its successor and/or assigns
Amount: $114,977.00
Dated: January 22, 2021
Recorded on: February 05, 2021
Recording Info: 2108389

AOM:
From: MERS, Inc., as nominee for Planet Home Lending, LLC
To: Planet Home Lending, LLC
Dated: November 22, 2024
Recorded on: November 22, 2024
Recording Info: 2171569

Mortgage:
From: Breanna Crump, single woman
To: Secretary of Housing and Urban Development (USA)
Amount: $5,025.22
Dated: May 21, 2024
Recorded on: July 08, 2024
Recording Info: 2165793

Mortgage:
From: Breanna Crump, single woman
To: Secretary of Housing and Urban Development (USA)
Amount: $10,940.68
Dated: February 11, 2025
Recorded on: May 19, 2025
Recording Info: 2178312

15. _____
TAX WARRANTS - None

16. _____
COURT PLEADINGS

Judgment

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by WFG National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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LIEN REPORT

In Favor Of: City of Sheboygan
Against: Breanna Crump
Amount: $250.00
Entered On: April 19, 2024
Case#: 2024TJ000082

Judgment
In Favor Of: Community First Credit Union
Against: Breanna Rochelle Ceaira Crump
Amount: $334.85
Entered On: November 20, 2024
Case#: 2024SC001830

Judgment
In Favor Of: Anesthesiology Associates LTD
Against: Breanna Crump
Amount: $12,247.50
Entered On: October 29, 2025
Case#: 2024CV000748

17. _____
~Searched Parties: Breanna Crump, Andrew R. Benton, Michael J. Maxel, Victoria L. Maxel

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LIEN REPORT

CITY OF SHEBOYGAN
REPORT 52-25-26

BY CITY CLERK.

MARCH 9, 2026.

Submitting a Summons and Complaint in the matter of Wal-Mart Stores Inc. vs. City of Sheboygan.

FILED
11-07-2025
Sheboygan County
Clerk of Circuit Court
2025CV000732
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Wal-Mart Stores, Inc. vs. City of Sheboygan

Electronic Filing Notice

Case No. 2025CV000732
Class Code: Money Judgment

CITY OF SHEBOYGAN
SUITE 103
828 CENTER AVENUE
SHEBOYGAN WI 53081

UNREDACTED

Case number 2025CV000732 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: e822cf

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: November 7, 2025

FILED
11-07-2025
Sheboygan County
Clerk of Circuit Court
2025CV000732
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.
702 SW 8th Street
Bentonville, Arkansas 72716

Plaintiff,

v.

Case No. 2025-CV
Case Code: 30301
(Money Judgment over $10,000)

CITY OF SHEBOYGAN
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Defendant.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendant:

You are hereby notified that the Plaintiff above named has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes. The answer must be sent or delivered to the court, whose address is 615 N. 6th Street, Sheboygan, Wisconsin 53081, and to Mallery s.c., Plaintiff's attorneys, whose address is 731 N. Jackson St., Suite 900, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien

against any real estate you own now or in the future and may also be enforced by garnishment or seizure of property.

Dated this November 7, 2025.

MALLERY, S.C.

Electronically signed by Christopher L. Strohbehn

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
Email: cstrohbehn@mallerysc.com
RUSSELL J. KARNES
State Bar No. 1054982
Email: rkarnes@mallerysc.com
SAMANTHA S. BAILEY
State Bar No. 1118995
Email: sbailey@mallerysc.com
Attorneys for the Plaintiff

P.O. ADDRESS:
731 North Jackson Street, Suite 900
Milwaukee, Wisconsin 53202
Telephone: 414-271-2424
Facsimile: 414-271-8678

FILED
11-07-2025
Sheboygan County
Clerk of Circuit Court
2025CV000732
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.
702 SW 8th Street
Bentonville, Arkansas 72716

Plaintiff,

v.

Case No. 2025-CV
Case Code: 30301
(Money Judgment over $10,000)

CITY OF SHEBOYGAN
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Defendant.

COMPLAINT

Plaintiff, Wal-Mart Stores, Inc. ("Wal-Mart"), by its attorneys Mallery s.c., for its complaint against Defendant, City of Sheboygan ("the City"), alleges as follows:

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this Court that the 2025 value with respect to the parcel of real property in the City known as parcel 5921-479120 ("the Property"), is no more than $14,000,000 and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Wal-Mart by the City for the Property in 2025, plus statutory interest.

2. Walmart is a Delaware statutory trust duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart is the owner of the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, within the City.

4. The Property is located at 3711 S. Taylor Drive, within the City.

Background Facts

5. The 2025 value of the Property was set by the City Assessor's office at $20,698,600.

6. Walmart timely filed an objection to the 2025 assessment of the Property with the City's Board of Review ("BOR") pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing ("Waiver") in accordance with the provisions of Wis. Stat. §70.47(8m). A copy of the Waiver is attached as ***Exhibit A***.

7. Walmart timely brings this action and seeks review of the assessment as set forth below.

First Claim for Relief – Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The value of the Property as of January 1, 2025, was no higher than $14,000,000.

10. The 2025 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2025 was excessive.

11. Walmart is entitled to a refund of 2025 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief – Non-Uniform Tax Assessment

12. The allegations of paragraphs 1-11 are incorporated as if fully re-alleged herein.

13. The value of the Property as of January 1, 2025, was no higher than $14,000,000.

14. Upon information and belief, the 2025 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2025 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief – Declaratory Judgment

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. As alleged above, the City's BOR delegated its authority to determine the 2025 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart's right to a reduction in the 2025 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2025 value of the Property from $20,698,600 to $14,000,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, Plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2025, was no higher than $14,000,000.

B. A determination that Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

C. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

D. Any such other and further relief as the Court deems appropriate and just.

Dated November 7, 2025.

MALLERY, S.C.

Electronically signed by Christopher L. Strohbehn

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
Email: cstrohbehn@mallerysc.com
RUSSELL J. KARNES
State Bar No. 1054982
Email: rkarnes@mallerysc.com
SAMANTHA S. BAILEY
State Bar No. 1118995
Email: sbailey@mallerysc.com
Attorneys for the Plaintiff

P.O. ADDRESS:
731 North Jackson Street, Suite 900
Milwaukee, Wisconsin 53202
Telephone: 414-271-2424
Facsimile: 414-271-8678

FILED
11-07-2025
Sheboygan County
Clerk of Circuit Court
2025CV000732
Honorable Angela W.
Branch 3

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality	County
City of Sheboygan	Sheboygan
Requestor's name Wal-Mart Stores, Inc.	**Agent name (if applicable)*** Mallery, s.c.
Requestor's mailing address PO Box 8050, Bentonville, AR 72712	**Agent's mailing address** 731 N. Jackson Street, Suite 900, Milwaukee, WI 53202
Requestor's telephone number (479)204 - 3838 ☒ Land Line ☐ Cell Phone	**Agent's telephone number** (414) 271 - 2424 ☒ Land Line ☐ Cell Phone
Requestor's email address brandon.caplena@walmart.com	**Agent's email address** cstrohbehn@mallerysc.com / rkames@mallerysc.com

Property address 3711 S. Taylor Drive	
Legal description or parcel number 5921-479120	
Taxpayer's assessment as established by assessor – Value as determined due to waiving of BOR hearing $20,698,600	
Property owner's opinion of value $14,000,000	
Basis for request To take matter directly to Circuit Court.	
Date Notice of Intent to Appear at BOR was given 09 - 05 - 2025	**Date Objection Form was completed and submitted** 09 - 08 - 2025

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

Christopher L. Strohbehn

Requestor's / Agent's Signature

***If agent, attach signed Agent Authorization Form, PA-105**

Decision

☑ Approved ☐ Denied

Reason _____

Michael A. Vandehey

Board of Review Chairperson's Signature

9/9/2025

Date

☑ Taxpayer advised 09/09/2025

Date

PA-813 (R. 10-16)

Wisconsin Department of Revenue

CITY OF SHEBOYGAN
R. O. 10-25-26

BY CITY CLERK.

MAY 19, 2025.

Submitting a Summons and Complaint in the matter of Katherine Kobs v. City of Sheboygan.

MAY 15 '25 P

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

BRANCH ____

CLERK CIRCUIT COURT
FILED

'25 MAY 13 P12:24

SHEBOYGAN COUNTY
WISCONSIN

Katherine Kobs
N8142 County Road QQ
Malone, WI 53049

Plaintiff,

Case No. 25CV0294

v.

(Case classification)
(Code #): 30703

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081

Defendant,

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days after receiving this summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 615 N 6th Street Sheboygan, WI 53081 and Plaintiff at N8142 County Road QQ Malone, WI 53049. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future and also may be enforced by garnishment or seizure of property.

Dated: May 8th, 2025

Katherine Kobs

"Electronically signed by"
Katherine Kobs

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
BRANCH _____

CLERK CIRCUIT COURT
FILED
'25 MAY 13 P12:24
SHEBOYGAN COUNTY
WISCONSIN

Katherine Kobs
N8142 County Road QQ
Malone, WI 53049

Plaintiff,

v.

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081

Defendant,

Case No. 25CV0294

(Case classification)
(Code #): 30703

Amount claimed is greater than (statutory threshold dollar amount for claim).

COMPLAINT

NOW COMES the Plaintiff, Katherine Kobs, and for a Complaint against the Defendant, City of Sheboygan, alleges and shows as follows:

I. NATURE OF COMPLAINT

1. This is a complaint brought under the Wisconsin Fair Employment Act, Wis. Stat. § 111.31 et seq., the Wisconsin Wage Payment and Collection Law, Wis. Stat. § 109.01 et seq., and relevant provisions of the Fair Labor Standards Act to address unlawful employment practices committed by Defendant, the City of Sheboygan against Plaintiff Katherine Kobs, including discrimination on the basis of sex, sexual orientation, retaliation, and unlawful wage practices.

II. JURISDICTION AND PROCEDURAL BACKGROUND

2. This Complaint is filed with the Equal Rights Division (ERD) under the WFEA and other applicable Wisconsin employment statutes.

3. Plaintiff previously filed a Charge of Discrimination with the U.S. Equal Employment Opportunity Commission (EEOC) and received a Notice of Right to Sue dated March 6, 2025.
4. This filing is timely under Wis. Stat. § 111.39(1) and is intended to preserve Plaintiff's claims under state law, including remedies and enforcement mechanisms available through ERD.
5. Venue is proper because Defendant is located in Wisconsin and the alleged acts occurred in Sheboygan County, Wisconsin.

PARTIES

1. Plaintiff, Katherine Kobs, is a resident of Fond du Lac County, Wisconsin.

2. Defendant, City of Sheboygan, is a Wisconsin municipal employer with its City Hall located at 828 Center Avenue, Sheboygan, WI.

STATEMENT OF FACTS / CONDITIONS PRECEDENT

1. Plaintiff was employed by the City of Sheboygan from October 2022 - May 2023 and served in a de facto capacity performing duties consistent with that of a Human Resources Director.

2. During a critical period, Plaintiff performed the work of multiple human resources positions (Assistant, two Generalists, and Director) without proper compensation, despite the City of Sheboygan's internal acknowledgement of the excessive workload.

3. Plaintiff had advanced qualifications, that being a Master's of Science Degree in Leadership and Organizational Development with an emphasis in Human Resources Management and a Graduate Human Resources Management Certification along with holding SHRM-CP (Society for Human Resources Management – Certified Professional) credential.

4. Despite Plaintiff's qualifications, the City of Sheboygan hired a less experienced male candidate, Adam Westbrook, to fill the Director of Human Resources and Labor Relations position. Mr. Westbrook had minimal experience in Human Resources, a problematic employment history, and is facing felony charges.

5. The City of Sheboygan, nor Baker Tilly, conducted a proper background check on Adam Westbrook.

6. The Mayor, Ryan Sorenson, who chose Adam Westbrook for the Director of Human Resources and Labor Relations maintained a close relationship with Mr. Westbrook and shares the same sexual orientation. Their bias towards LGBTQ employees and hostility toward heterosexual women, including Plaintiff, was apparent and contributed to Plaintiff's mistreatment.

7. Plaintiff's supervisor, Mr. Westbrook, showed favoritism toward individuals who shared his sexual orientation. Plaintiff, a heterosexual woman, was targeted and marginalized.

8. Plaintiff was denied a promotion despite qualifications, in violation of Wis. Stat. § 111.322 and § 111.36(1)(b).

9. Mr. Westbrook demonstrated preferential treatment toward certain employees, failed to take corrective action when Plaintiff was harassed by a coworker, Barbara Hanson, and participated in retaliatory acts after Plaintiff raised concerns.

10. The City of Sheboygan has a zero tolerance policy for harassment. Mr. Westbrook allowed for the harassment to continue and the harasser was not given any discipline or terminated while Plaintiff worked for The City of Sheboygan.

11. Mr. Westbrook's conduct contributed to a work environment that was hostile and discriminatory, particularly toward Plaintiff, and failed to meet professional and ethical standards expected of supervisory personnel.

12. Plaintiff's supervisor is also a known member of the "Sisters of Perpetual Indulgence," a controversial group that blends performance art with LGBTQ activism. His affiliation and conduct further illustrate a pattern of ideological bias and discriminatory behavior within the workplace.

13. The Mayor, also a male, of the City of Sheboygan was publicly photographed at a rally in the city posing with members of the Sisters of Perpetual Indulgence including one member mocking the catholic church dressed as a nun. This rally and the Mayor's participation reflect a broader pattern of ideological alignment among city leadership that contributed to a hostile work environment and discriminatory actions against the Plaintiff.

14. Plaintiff was subjected to a workplace culture where expressions of religious belief were disfavored, and supervisors' conduct suggested ideological bias that contributed to a hostile work environment, particularly given Plaintiff's known Catholic faith Wis .Stat. §322.1325

15. Plaintiff's termination was allegedly based on "willful misconduct," for gossiping a claim unsupported by facts. It followed her report of harassment, discriminatory culture, and lack of support. No disciplinary process was followed, and Plaintiff was not given the opportunity to respond to the accusations.

16. Plaintiff reported discrimination and was wrongfully terminated without due process while at an official function on behalf of the City of Sheboygan out of state. Plaintiff's compensation was unlawfully withheld by Mr. Westbrook, in violation of Wis. Stat. § 109.03(1)–(2) , Wis. Stat. § 111.322(3) and 29 U.S.C. § 206 et seq. FLSA, Fair Labor Standards Act.

17. Plaintiff's accrued vacation time was withheld under the pretext of this "misconduct," which included no formal disciplinary history. Her earned wellness program incentives (Go365/HSA) were never paid which is a violation of Wis. Stat. § 109.03.

18. Prior to her termination, Plaintiff had discussed a performance-based bonus with Mr. Westbrook. While similar bonuses had been awarded to others in the same position (e.g., $30,000 to a Finance Director serving temporarily), Plaintiff was told her acting up pay would only

amount to $2,000. Which was never paid. Acting-up pay for higher-level duties was not provided as agreed, in violation of Wis. Stat. § 109.03(1) and FLSA.

19. When Plaintiff later filed a claim under the FLSA regarding this pay and other withheld benefits, a phone conversation with Mr. Westbrook that discussed her compensation mysteriously went missing from records. The City Attorney's office claimed no such record could be found. Deleting records subject to Open Records Statute is a violation of Wis. Stat. § 19.31-19.39

20. These facts, along with additional documented internal patterns of neglect, favoritism, discrimination, and retaliation, are supported by contemporaneous written logs and emails.

21. Ryan Sorenson and Adam Westbrook shared a close personal and professional relationship with each other to the detriment of Plaintiff.

22. Plaintiff experienced discrimination based on her sex and sexual orientation, contrary to Wis. Stat. § 111.321 and § 111.36.

23. Todd Wolf, previous City Administrator for City of Sheboygan, recommended Plaintiff for the Director of Human Resources and Labor Relations position.

24. Plaintiff mitigated her damages by accepting a new job after termination. However, the position pays less than the Director of Human Resources and Labor Relations at the City of Sheboygan.

25. The City of Sheboygan's actions were willful and in bad faith, entitling Plaintiff to liquidated damages under Wis. Stat. § 109.11 and 29 U.S.C. § 216(b).

CAUSES OF ACTION

COUNT I – Sex Discrimination (Title VII and WFEA)

Violation of 42 U.S.C. § 2000e-2(a) and Wis. Stat. § 111.321, § 111.322, and § 111.36

1. Defendant discriminated against Plaintiff on the basis of sex by denying her a promotion, treating her less favorably than male counterparts, and subjecting her to a hostile work environment.

COUNT II – Sexual Orientation Discrimination (Title VII and WFEA)

Violation of 42 U.S.C. § 2000e-2(a) and Wis. Stat. §§ 111.321, 111.322, and 111.36

1. Defendant discriminated against Plaintiff based on her heterosexual orientation by favoring employees who shared the same sexual orientation as her supervisor, creating a hostile work environment, and subjecting Plaintiff to adverse employment actions, including denial of promotion and termination. This conduct constitutes unlawful

discrimination under both federal and Wisconsin law.

COUNT III – Retaliation (Title VII and WFEA)

Violation of 42 U.S.C. § 2000e-3(a) and Wis. Stat. § 111.322(3)

1. Plaintiff engaged in protected activity by reporting discriminatory and retaliatory treatment. In response, Defendant retaliated against Plaintiff, culminating in her termination.

COUNT IV – Wage Violations (FLSA and Wisconsin Wage Law)

Violation of 29 U.S.C. § 201 et seq., Wis. Stat. § 109.01–§ 109.11

1. Plaintiff performed duties of a higher classification (HR Director) but was not compensated accordingly.
2. Plaintiff's earned and accrued vacation time and wellness program incentives were unlawfully withheld upon termination.
3. These actions were taken in bad faith, entitling Plaintiff to full compensation, penalties, and liquidated damages under Wis. Stat. § 109.03, § 109.09, and FLSA § 216(b).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Katherine Kobs respectfully requests that the Equal Rights Division grant the following relief:

1. A finding that the Defendant, City of Sheboygan, engaged in unlawful discrimination, retaliation, and wage violations in violation of the Wisconsin Fair Employment Act, the Wisconsin Wage Payment and Collection Law, and the Fair Labor Standards Act;

2. Reinstatement to Plaintiff's former position or an equivalent position, or in the alternative, an award of front pay in lieu of reinstatement;

3. Back pay, including lost wages, benefits, and other compensation from the date of the adverse employment action to the date of judgment;

4. Compensatory damages for emotional distress, loss of reputation, and other non-economic harms caused by Defendant's unlawful conduct;

5. Liquidated damages pursuant to Wis. Stat. § 109.11 and 29 U.S.C. § 216(b) for willful violations of wage laws;

6. Payment of all unpaid wages, accrued vacation, bonuses, and earned benefits, including

wellness incentives and "acting-up" pay, with interest;

7. An order directing Defendant to cease and desist from engaging in discriminatory and retaliatory practices;

8. Correction of Plaintiff's Wisconsin Retirement System (WRS) records, including restoration of any lost service credit, contributions, and earnings, and remittance of any required employer and employee contributions for the relevant period;

9. Reasonable attorney's fees and costs, to the extent permitted by law, or reimbursement of out-of-pocket expenses if Plaintiff proceeds pro se;

10. Any further legal or equitable relief as the Division deems just and proper.

JURY DEMAND

Plaintiffs demand a trial by a jury of twelve.

Dated: May 8th, 2025

"Electronically signed by"
Katherine Kobs

STATE OF WISCONSIN CIRCUIT COURT ____ COUNTY
BRANCH ____

CLERK CIRCUIT COURT
FILED
'25 MAY 13 PM2:24
SHEBOYGAN COUNTY
WISCONSIN

Katherine Kobs
N8142 County Road QQ
Malone, WI 53049

Plaintiff

v.

Case No. 25CV0294

30703

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081

Defendant

JURY DEMAND

Pursuant to Wis. Stat. § 805.01, Plaintiff Katherine Kobs, demands a trial by a jury of twelve and tenders the fee with this demand.

Dated: May 8th, 2025

Katherine Kobs
Plaintiff

"Electronically signed by"
Katherine Kobs

CITY OF SHEBOYGAN
R. C. 271-24-25

BY FINANCE AND PERSONNEL COMMITTEE.

APRIL 14, 2025.

Your Committee to whom was referred R. C. No. 266-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 78-23-24 by City Clerk submitting a Summons and Complaint in the matter of Walmart Real Estate Business Trust c/o Wal-Mart Stores, Inc. vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2025-2026 council year.

Committee:

_____ _____

_____ _____

_____ _____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
R. C. 266-23-24

BY FINANCE AND PERSONNEL COMMITTEE.

APRIL 15, 2024.

Your Committee to whom was referred R. O. No. 78-23-24 by City Clerk submitting a Summons and Complaint in the matter of Walmart Real Estate Business Trust c/o Wal-Mart Stores, Inc. vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2024-2025 council year.

Committee:

_____ _____

_____ _____

_____ _____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
R. O. 78-23-24

BY CITY CLERK.

DECEMBER 4, 2023.

Submitting a Summons and Complaint in the matter of Walmart Real Estate Business Trust c/o Wal-Mart Stores, Inc. vs. City of Sheboygan.

FILED
11-09-2023
Sheboygan County
Clerk of Circuit Court
2023CV000596
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Walmart Real Estate Business Trust c/o Wal-Mart Stores, Inc. vs. City of Sheboygan

Electronic Filing Notice

Case No. 2023CV000596
Class Code: Money Judgment

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 100
SHEBOYGAN WI 53081

Case number 2023CV000596 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 92a0d2

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: November 10, 2023

FILED
11-09-2023
Sheboygan County
Clerk of Circuit Court
2023CV000596
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST
C/O WAL-MART STORES, INC.
702 SW 8th Street,
Bentonville, Arkansas 72716,

Plaintiff,

v.

CASE NO.: 23-CV-
CASE CODE: 30301
(MONEY JUDGEMENT: Over $10,000)

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100,
Sheboygan, Wisconsin 53081,

Defendant.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff above named has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes. The answer must be sent or delivered to the court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Mallery s.c., plaintiff's attorneys, whose address is 731 North Jackson Street, Suite 900, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 9th day of November, 2023.

MALLERY, S.C.

By: *s/ Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
Email: cstrohbehn@mallerysc.com
RUSSELL J. KARNES
State Bar No. 1054982
Email: rkarnes@mallerysc.com
SAMANTHA S. BAILEY
State Bar No. 1118995
Email: sbailey@mallerysc.com

P.O. ADDRESS:
731 North Jackson Street, Suite 900
Milwaukee, Wisconsin 53202
Telephone: 414-271-2424
Facsimile: 414-271-8678

FILED
11-09-2023
Sheboygan County
Clerk of Circuit Court
2023CV000596
Honorable Angela W. Sutkiewicz
Branch 3

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST
C/O WAL-MART STORES, INC.
702 SW 8th Street,
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100,
Sheboygan, Wisconsin 53081,

Defendant.

CASE NO.: 23-CV-
CASE CODE: 30301
(MONEY JUDGEMENT: Over $10,000)

COMPLAINT

Plaintiff, Wal-Mart Real Estate Business Trust c/o Wal-Mart Stores, Inc., ("Walmart"), by its attorneys Mallery, s.c., for its complaint against defendant, City of Sheboygan ("the City"), alleges as follows:

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this Court that the 2023 value with respect to the parcel of real property in the City known as parcel #59281-479120 ("the Property"), is no more than $9,380,000 and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2023, plus statutory interest.

2. Walmart is a foreign corporate entity duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart is the owner of the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 100, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

Background Facts

5. The 2023 value of the Property was set by the City Assessor's office at $18,010,500.

6. Walmart timely filed an objection to the 2023 assessment of the Property with the City's Board of Review ("BOR") pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing ("Waiver") in accordance with the provisions of Wis. Stat. §70.37(3). A copy of the Waiver is attached as Exhibit A.

7. Walmart timely brings this action and seeks review of the assessment as set forth below.

First Claim for Relief – Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The value of the Property as of January 1, 2023 was no higher than $9,380,000.

10. The 2023 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2023 was excessive.

11. Walmart is entitled to a refund of 2023 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief – Non-Uniform Tax Assessment

12. The allegations of paragraphs 1-11 are incorporated as if fully re-alleged herein.

13. The value of the Property as of January 1, 2023 was no higher than $9,380,000.

14. Upon information and belief, the 2023 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2023 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief – Declaratory Judgment

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. As alleged above, the City's BOR delegated its authority to determine the 2023 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart's right to a reduction in the 2023 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2023 value of the Property from $18,010,500 to $9,380,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2023 was no higher than $9,380,000.

B. A determination that Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

C. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

D. Any such other and further relief as the Court deems appropriate and just.

Dated this 9th day of November, 2023.

MALLERY, S.C.

By: *s/ Christopher L. Strohbehn*
CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
Email: cstrohbehn@mallerysc.com
RUSSELL J. KARNES
State Bar No. 1054982
Email: rkarnes@mallerysc.com
SAMANTHA S. BAILEY
State Bar No. 1118995
Email: sbailey@mallerysc.com

P.O. ADDRESS:
731 North Jackson Street, Suite 900
Milwaukee, Wisconsin 53202
Telephone: 414-271-2424
Facsimile: 414-271-8678

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality	County
City of Sheboygan	Sheboygan
Requestor's name Wal-Mart Real Estate Business Trust c/o Wal-Mart Stores, Inc.	Agent name *(if applicable)* * Mallery s.c.
Requestor's mailing address PO Box 8050, Bentonville, AR 72716	Agent's mailing address 731 N. Jackson Street, Suite 900 Milwaukee, WI 53202
Requestor's telephone number (479) 204 - 3835 ☒ Land Line ☐ Cell Phone	Agent's telephone number (414) 271 -2424 ☒ Land Line ☐ Cell Phone
Requestor's email address brandon.caplena@walmart.com	Agent's email address cstrohbehn@mallerysc.com / rkarnes@mallerysc.com

Property address 3711 South Taylor Drive, Sheboygan, WI 53081
Legal description or parcel number 59281-473120
Taxpayer's assessment as established by assessor - Value as determined due to waiving of BOR hearing $ 18,653,800
Property owner's opinion of value $ 8,860,000
Basis for request To take matter directly to Circuit Court as the 2020 and 2021 matters are currently in litigation.

Date Notice of Intent to Appear at BOR was given	Date Objection Form was completed and submitted
09 - 12 - 2023	09 - 12 - 2023

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

Requestor's / Agent's Signature

***If agent, attach signed Agent Authorization Form, PA-105**

Decision

☒ Approved ☐ Denied

Reason _____

Board of Review Chairperson's Signature

9-13-2023
Date

☑ Taxpayer advised 9-13-2023
Date

PA-813 (R. 10-16)

PLAINTIFF'S EXHIBIT A

CITY OF SHEBOYGAN
R. C. 277-24-25

BY FINANCE AND PERSONNEL COMMITTEE.

APRIL 14, 2025.

Your Committee to whom was referred R. O. No. 85-24-25 by City Clerk submitting a Summons and Complaint in the matter of SCR RC Funding IV LLC vs City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2025-2026 council year.

Committee:

_____ _____

_____ _____

_____ _____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL
_____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
R. O. 85-24-25

BY CITY CLERK.

DECEMBER 2, 2024.

Submitting a Summons and Complaint in the matter of SCR RC Funding IV LLC vs City of Sheboygan.

Item 26.

FILED
11-07-2024
Sheboygan County
Clerk of Circuit Court
2024CV000668
Honorable George A Limbeck
Branch 5

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

SCF RC Funding IV LLC vs. City of Sheboygan

Electronic Filing Notice

Case No. 2024CV000668
Class Code: Money Judgment

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2024CV000668 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: f82798

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: November 8, 2024

FILED
11-07-2024
Sheboygan County
Clerk of Circuit Court
2024CV000668
Honorable George A Limbeck
Branch 5

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

SCF RC FUNDING IV LLC,
a foreign limited liability company,
902 Carnegie Center Blvd., Suite 520
Princeton NJ 08540,

Plaintiff,

vs.

Case No. _____
Case Code: 30301

CITY OF SHEBOYGAN,
a municipal corporation,
City Hall
828 Center Avenue
Sheboygan, WI 53081,

Defendant.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Sheboygan County Clerk of Circuit Court, Sheboygan County Courthouse, 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Rogahn Jones LLC, Plaintiff's attorney, whose address is Rogahn Jones LLC, N16

W23233 Stone Ridge Drive, Suite 270, Waukesha, Wisconsin, 53188. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 7th day of November 2024.

ROGAHN JONES LLC
Attorneys for Plaintiff
Electronically signed by Terry J. Booth

/s/ *Terry Booth*

Terry J. Booth
State Bar No. 1014691
tbooth@rogahnjones.com

POST OFFICE ADDRESS:
Rogahn Jones LLC
N16W23233 Stone Ridge Dr., Suite 270
Waukesha, WI 53188
Telephone: 262.527.1163

FILED
11-07-2024
Sheboygan County
Clerk of Circuit Court
2024CV000668
Honorable George A Limbeck
Branch 5

STATE OF WISCONSIN CORCUIT COURT SHEBOYGAN COUNTY

SCF RC FUNDING IV LLC,
a foreign limited liability company,
902 Carnegie Center Blvd., Suite 520
Princeton, NJ 08540,

Plaintiff,

vs.

Case No. _____
Case Code: 30301

CITY OF SHEBOYGAN,
a municipal corporation,
City Hall
828 Center Avenue
Sheboygan, WI 53081,

Defendant.

COMPLAINT

SCF RC Funding IV, LLC (hereinafter referred to as Plaintiff), by its attorneys, Rogahn Jones LLC, for its complaint against the City of Sheboygan (hereinafter City), alleges as follows:

NATURE OF ACTION AND PARTIES

1. This action is brought pursuant to Wis. Stat. §70.47(12) and Wis. Stat. §74.37(3)(d), for the correction of the assessor's assessment and for a refund of excessive real estate taxes imposed on Plaintiff by the City for the year 2024, plus statutory interest, with respect to a parcel of real property in the City (hereinafter the Property).

2. Plaintiff is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at City Hall, 828 Center Avenue, in the City of Sheboygan.

4. The Property is located at 595 S. Taylor Drive and 613 S. Taylor Drive within the City, and is identified in the City's records as Tax Parcel No. 59281215133.

JURISDICTION AND VENUE

5. This court has personal jurisdiction over the City pursuant to Wis. Stat. §801.05(1).

6. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. §801.50(2)(a).

BACKGROUND FACTS

7. The Department of Revenue determined that the average assessment to market value ratio of property in the City was 0.9729 as of January 1, 2023.

8. For 2023, property tax was imposed on property in the City at the rate of $16.128525 per $1,000.00 of the assessed value for property.

9. For 2024, the City's assessor set the assessment of the Property at $12,444,100.00.

10. Plaintiff appealed the 2024 assessment of the Property by filing a timely objection with the City's Board of Review (hereinafter BOR) pursuant to Wis. Stat. §70.47 and otherwise complying with all of the requirements of Wis. Stat. §70.47, except Wis. Stat. §70.47(13).

11. The BOR waived the hearing of Plaintiff's objection pursuant to Wis. Stat. §70.47(8m).

12. The effect of the BOR's waiver is the disallowance of Plaintiff's claim of excessive assessment, and maintenance of the 2024 assessment of the Property, without a hearing, at $12,444,100.00.

13. The City BOR's disallowance of Plaintiff's claim of excessive assessment entitles Plaintiff to appeal that disallowance to the circuit court through this action pursuant to Wis. Stat. §70.47(8m) and Wis. Stat. §74.37(3)(d).

CLAIM FOR RELIEF

14. The allegations of paragraphs 1-13 are incorporated as if fully re-alleged herein.

15. The fair market value of the Property as of January 1, 2024, was no higher than $8,121,990.00.

16. Based on the average assessment to market value ratio of property in the City of 0.9729 as of January 1, 2023, the correct assessment of the Property for 2024 is no higher than $7,901,884.07.

17. Based on the tax rate of $16.128525 per $1,000.00 of assessed value, the correct amount of property tax on the Property for 2024 should be no higher than $127,445.69.

18. The 2024 assessment of the Property, as set by the City's Board of Review was excessive in at least the amount of $4,542,215.93, and, upon information and belief, violated Article VIII, Section 1 (known as the "Uniformity Clause") of the Wisconsin Constitution.

19. As a result of the excessive assessment of the Property, Plaintiff will pay an excessive amount in property tax for 2024 on the Property.

20. Plaintiff is entitled to a correction of the 2024 assessment of the Property to not more than $7,901,884.07, and a refund of taxes paid for 2024 in excess of the amount that would

be due based on a Property fair market value of $8,121,990.00, plus statutory interest on that excessive amount.

WHEREFORE, Plaintiff respectfully requests the following relief:

1. A determination that the assessment of the Property for 2024 should be no higher than $7,901,884.07;

2. A determination that the fair market value of the Property for 2024 should be no higher than $8,121,990.00.

3. Judgment in the amount of the value of taxes paid for 2024 in excess of the amount that would be due based on a Property fair market value of $8,121,990.00, plus statutory interest on that excessive amount.

4. An award of all litigation costs incurred by Plaintiff in this action, including the reasonable fees of its attorney; and

5. Such other and further relief as the Court deems appropriate and just.

Dated this 7th day of November 2024.

ROGAHN JONES LLC
Attorneys for Plaintiff
Electronically signed by Terry J. Booth

/s/ *Terry Booth*

Terry J. Booth
State Bar No. 1014691
tbooth@rogahnjones.com

POST OFFICE ADDRESS:
Rogahn Jones LLC
N16W23233 Stone Ridge Dr., Suite 270
Waukesha, WI 53188
Telephone: 262.527.1163

CITY OF SHEBOYGAN
R. C. 276-24-25

BY FINANCE AND PERSONNEL COMMITTEE.

APRIL 14, 2025.

Your Committee to whom was referred R. O. No. 16-24-25 by City Clerk submitting a Summons and Complaint in the matter of SCF RC Funding IV LLC vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2025-2026 council year.

Committee:

_____ _____

_____ _____

_____ _____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
R. O. 16-24-25

BY CITY CLERK.

JUNE 3, 2024.

Submitting a Summons and Complaint in the matter of SCF RC Funding IV LLC vs. City of Sheboygan.

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

SCF RC Funding IV LLC vs. City of Sheboygan

Electronic Filing Notice

Case No. 2024CV000270
Class Code: Money Judgment

MAY 22 2024

FILED
05-13-2024
Sheboygan Co
Clerk of Circuit Court
2024CV000270
Honorable George A Limbeck
Branch 5

PROCESS SERVER
TIME 12:50 AM/PM DATE 5/22/24
( ) PERSONAL ( ) SUBSTITUTE
( ) POSTED ( ) CORPORATE

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

UNREDACTED

Case number 2024CV000270 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 6cc2e4

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: May 13, 2024

FILED
05-13-2024
Sheboygan County
Clerk of Circuit Court
2024CV000270
Honorable George A Limbeck
Branch 5

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

SCF RC FUNDING IV LLC,
a foreign limited liability company,
902 Carnegie Center, Suite 520
Princeton NJ 08540-653,

Plaintiff,

vs.

Case No. _____
Case Code: 30301

CITY OF SHEBOYGAN,
a municipal corporation,
City Hall
828 Center Avenue
Sheboygan, WI 53081,

Defendant.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Sheboygan County Clerk of Circuit Court, Sheboygan County Courthouse, 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Rogahn Jones LLC, Plaintiff's attorney, whose address is Rogahn Jones LLC, N16

W23233 Stone Ridge Drive, Suite 270, Waukesha, Wisconsin, 53188. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 13th day of May 2024.

ROGAHN JONES LLC
Attorneys for Plaintiff
Electronically signed by Terry J. Booth

/s/ *Terry Booth*

Terry J. Booth
State Bar No. 1014691
tbooth@rogahnjones.com

POST OFFICE ADDRESS:
Rogahn Jones LLC
N16W23233 Stone Ridge Dr., Suite 270
Waukesha, WI 53188
Telephone: 262.527.1163

FILED
05-13-2024
Sheboygan County
Clerk of Circuit Court
2024CV000270
Honorable George A Limbeck
Branch 5

Item 27.

STATE OF WISCONSIN CORCUIT COURT SHEBOYGAN COUNTY

SCF RC FUNDING IV LLC,
a foreign limited liability company,
902 Carnegie Center, Suite 520
Princeton, NJ 08540-6531,

Plaintiff,

vs.

Case No. _____
Case Code: 30301

CITY OF SHEBOYGAN,
a municipal corporation,
City Hall
828 Center Avenue
Sheboygan, WI 53081,

Defendant.

COMPLAINT

SCF RC Funding IV, LLC (hereinafter referred to as Plaintiff), by its attorneys, Rogahn Jones LLC, for its complaint against the City of Sheboygan (hereinafter City), alleges as follows:

NATURE OF ACTION AND PARTIES

1. This action is brought pursuant to Wis. Stat. §70.47(12) and Wis. Stat. §74.37(3)(d), for the correction of the assessor's assessment and for a refund of excessive real estate taxes imposed on Plaintiff by the City for the year 2023, plus statutory interest, with respect to a parcel of real property in the City (hereinafter the Property).

2. Plaintiff is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at City Hall, 828 Center Avenue, in the City of Sheboygan.

4. The Property is located at 595 S. Taylor Drive and 613 S. Taylor Drive within the City, and is identified in the City's records as Tax Parcel No. 59281215133.

JURISDICTION AND VENUE

5. This court has personal jurisdiction over the City pursuant to Wis. Stat. §801.05(1).

6. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. §801.50(2)(a).

BACKGROUND FACTS

7. The Department of Revenue determined that the average assessment to market value ratio of property in the City was 0.9729 as of January 1, 2023.

8. For 2023, property tax was imposed on property in the City at the rate of $16.128525 per $1,000.00 of the assessed value for property.

9. For 2023, the City's assessor set the assessment of the Property at $11,215,200.00.

10. Plaintiff appealed the 2023 assessment of the Property by filing a timely objection with the City's Board of Review (hereinafter BOR) pursuant to Wis. Stat. §70.47 and otherwise complying with all of the requirements of Wis. Stat. §70.47, except Wis. Stat. §70.47(13).

11. The City's Board of Review conducted a hearing and thereafter sustained the 2023 assessment on the merits at $11,215,200.00.

12. The City imposed tax on the Property for 2023 in the amount of $180,884.64.

13. Plaintiff timely paid the property taxes imposed by the City on the Property for 2023, or the required installments thereof.

CLAIM FOR RELIEF

14. The allegations of paragraphs 1-13 are incorporated as if fully re-alleged herein.

15. The fair market value of the Property as of January 1, 2023, was no higher than $8,348,226.95.

16. Based on the average assessment to market value ratio of property in the City of 0.9729 as of January 1, 2023, the correct assessment of the Property for 2023 is no higher than $8,121,990.00.

17. Based on the tax rate of $16.128525 per $1,000.00 of assessed value, the correct amount of property tax on the Property for 2023 should be no higher than $130,995.68.

18. The 2023 assessment of the Property, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (known as the "Uniformity Clause") of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2023 was excessive in at least the amount of $49,888.96.

19. Plaintiff is entitled to a refund of 2023 tax in the amount of $49,888.96, or such greater amount as may be determined to be due to Plaintiff, plus statutory interest.

WHEREFORE, Plaintiff respectfully requests the following relief:

1. Judgment in the amount of $49,888.96 as a refund of the 2023 taxes it paid on the Property, plus statutory interest.

2. An award of all litigation costs incurred by Plaintiff in this action, including the reasonable fees of its attorney; and

3. Such other and further relief as the Court deems appropriate and just.

Dated this 13th day of May 2024.

ROGAHN JONES LLC
Attorneys for Plaintiff
Electronically signed by Terry J. Booth

/s/ *Terry Booth*

Terry J. Booth
State Bar No. 1014691
tbooth@rogahnjones.com

POST OFFICE ADDRESS:
Rogahn Jones LLC
N16W23233 Stone Ridge Dr., Suite 270
Waukesha, WI 53188
Telephone: 262.527.1163

CITY OF SHEBOYGAN
R. C. 278-24-25

BY FINANCE AND PERSONNEL COMMITTEE.

APRIL 14, 2025.

Your Committee to whom was referred R. O. No. 89-24-25 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2025-2026 council year.

Committee:

_____ _____

_____ _____

_____ _____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

Attest

_____
Ryan Sorenson, Mayor, City of Sheboygan

_____
Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
R. O. 89-24-25

BY CITY CLERK.

DECEMBER 2, 2024.

Submitting a Summons and Complaint in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan.

11/18 GH 12:57

Item 28.

FILED
11-08-2024
Sheboygan County
Clerk of Circuit Court
2024CV000669
Honorable Samantha R. Bastil
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES INC.,
702 SW 8th Street
Bentonville, Arkansas 72712,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 103
Sheboygan, WI 53081,

Defendant.

Case No.: 24-CV-
Case Code: 30301
(Money Judgment: Over $10,000)

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff above named has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action. Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes. The answer must be sent or delivered to the court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Mallery, s.c., plaintiff's attorneys, whose address is 731 North Jackson Street, Suite 900, Milwaukee, WI 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 8th of November, 2024.

MALLERY, S.C.

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
Email: cstrohbehn@mallerysc.com
RUSSELL J. KARNES
State Bar No. 1054982
Email: rkarnes@mallerysc.com
SAMANTHA S. BAILEY
State Bar No. 1118995
Email: sbailey@mallerysc.com
Attorneys for the Plaintiff

P.O. ADDRESS:
731 North Jackson Street, Suite 900
Milwaukee, Wisconsin 53202
Telephone: 414-271-2424
Facsimile: 414-271-8678

Item 28.

FILED
11-08-2024
Sheboygan County
Clerk of Circuit Court
2024CV000669
Honorable Samantha R. Bastil
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES INC.,
702 SW 8th Street
Bentonville, Arkansas 72712,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 103
Sheboygan, WI 53081,

Defendant.

Case No.: 24-CV-
Case Code: 30301
(Money Judgment: Over $10,000)

COMPLAINT

Plaintiff Wal-Mart Stores Inc. (Walmart), by its attorneys Mallery, s.c., for its complaint against defendant City of Sheboygan (the City) alleges as follows:

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this court that the 2024 value with respect to the parcel of real property in the City known as parcel #59281-479120 (the Property), is no more than $9,380,000, and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2024, plus statutory interest.

2. Walmart is a foreign corporation duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72712. Walmart is the owner of the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 103, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

Background Facts

5. The 2024 value of the Property was set by the City Assessor's office at $20,564,500.

6. Walmart timely filed an objection to the 2024 assessment of the Property with the City's Board of Review ("BOR") pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing ("Waiver") in accordance with the provisions of Wis. Stat. §70.37(3). A copy of the Waiver is attached as Exhibit A.

7. Walmart timely brings this action and seeks review of the assessment as set forth below.

First Claim for Relief – Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

8. The value of the Property as of January 1, 2024 was no higher than $9,380,000.

10. The 2024 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2024 was excessive.

11. Walmart is entitled to a refund of 2024 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief – Non-Uniform Tax Assessment

12. The allegations of paragraphs 1-11 are incorporated as if fully re-alleged herein.

13. The value of the Property as of January 1, 2024 was no higher than $9,380,000.

14. Upon information and belief, the 2024 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2024 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief – Declaratory Judgment

16. The allegations of paragraphs 1-15 are incorporated as if fully realleged herein.

17. As alleged above, the City's BOR delegated its authority to determine the 2024 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart's right to a reduction in the 2024 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2024 value of the Property from $20,564,500 to $9,380,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2024 was no higher than $9,380,000 and Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

B. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

C. Any such other and further relief as the Court deems appropriate and just.

Dated this 8th of November, 2024.

MALLERY, S.C.

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
Email: cstrohbehn@mallerysc.com
RUSSELL J. KARNES
State Bar No. 1054982
Email: rkarnes@mallerysc.com
SAMANTHA S. BAILEY
State Bar No. 1118995
Email: sbailey@mallerysc.com
Attorneys for the Plaintiff

P.O. ADDRESS:
731 North Jackson Street, Suite 900
Milwaukee, Wisconsin 53202
Telephone: 414-271-2424
Facsimile: 414-271-8678

4863-8782-7703, v. 1

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality		County	
City of Sheboygan		Sheboygan	
Requestor's name		**Agent name *(if applicable)* ***	
Wal-Mart Stores, Inc.		Mallery, s.c.	
Requestor's mailing address		**Agent's mailing address**	
P.O. Box 8050 Bentonville, AR 72712		731 North Jackson Street, Suite 900 Milwaukee, WI 53202	
Requestor's telephone number	☒ Land Line ☐ Cell Phone	**Agent's telephone number**	☒ Land Line ☐ Cell Phone
(479) 204 - 3838		(414) 271 - 2424	
Requestor's email address		**Agent's email address**	
brandon.caplena@walmart.com		cstrohbehn@mallerysc.com/rkarnes@mallerysc.com	

Property address	
3711 South Taylor Drive, Sheboygan, WI	
Legal description or parcel number	
5921-479120	
Taxpayer's assessment as established by assessor – Value as determined due to waiving of BOR hearing	
$ 20,564,500	
Property owner's opinion of value	
$ 9,380,000	
Basis for request	
To take matter directly to Circuit Court.	
Date Notice of Intent to Appear at BOR was given	**Date Objection Form was completed and submitted**
09 - 06 - 2024	09 - 06 - 2024

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

Joseph L Hatlet

Requestor's / Agent's Signature

***If agent, attach signed Agent Authorization Form, PA-105**

Decision

☒ Approved ☐ Denied

Reason _____

Michael A Henderson

Board of Review Chairperson's Signature

9-11-24

Date

☒ Taxpayer advised 9-12-24

PA-813 (R. 10-16)

EXHIBIT A

FILED
11-08-2024
Sheboygan County
Clerk of Circuit Court
2024CV000669
Honorable Samantha R. Bastil
Branch 1

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Wal-Mart Stores Inc. vs. City of Sheboygan

Electronic Filing Notice

Case No. 2024CV000669
Class Code: Money Judgment

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 103
SHEBOYGAN WI 53081

UNREDACTED

Case number 2024CV000669 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 5b6768

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: November 8, 2024

CITY OF SHEBOYGAN
RESOLUTION 206-25-26

BY ALDERPERSONS DEKKER AND PERRELLA.

APRIL 20, 2026.

A RESOLUTION creating Tax Incremental District No. 26, approving its project plan and establishing its boundaries.

WHEREAS, the City of Sheboygan (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 26 (the "District") is proposed to be created by the City as a mixed-use district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
b. An economic feasibility study;
c. A detailed list of estimated project costs;
d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
e. A map showing existing uses and conditions of real property in the District;
f. A map showing proposed improvements and uses in the District;
g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
h. A list of estimated non-project costs;
i. A statement of the proposed plan for relocation of any persons to be displaced;
j. A statement indicating how the District promotes the orderly development of the City;
k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Sheboygan County, the Sheboygan Area School District, and the Lakeshore College, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on March 24, 2026 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the District, adopted the Project Plan, and recommended to the Common Council that it create such District and approve the Project Plan.

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

1. The boundaries of the District that shall be named "Tax Incremental District No. 26, City of Sheboygan", are hereby established as specified in Exhibit A of this Resolution.

2. The District is created effective as of January 1, 2026.

3. The Common Council finds and declares that:

   (a) Not less than 50% by area of the real property within the District is suitable for mixed-use development as defined by Wisconsin Statutes Section 66.1105(2)(cm).

   (b) Based upon the finding stated in 3.a. above, the District is declared to be a mixed-use district based on the identification and classification of the property included within the District.

   (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.

   (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.

   (e) That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.

   (f) The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).

(g) The project costs relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.

(h) Lands proposed for newly platted residential development comprise 0% of the real property area within the District.

4. The Project Plan for "Tax Incremental District No. 26, City of Sheboygan" (see Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2026, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

EXHIBIT A -

LEGAL BOUNDARY DESCRIPTION
OR
MAP OF
TAX INCREMENTAL DISTRICT NO. 26
CITY OF SHEBOYGAN

[INCLUDED WITHIN PROJECT PLAN]

EXHIBIT B -

PROJECT PLAN

[DISTRIBUTED SEPARATELY]

EHLERS
PUBLIC FINANCE ADVISORS

City of Sheboygan, WI

TID #26 Creation Summary

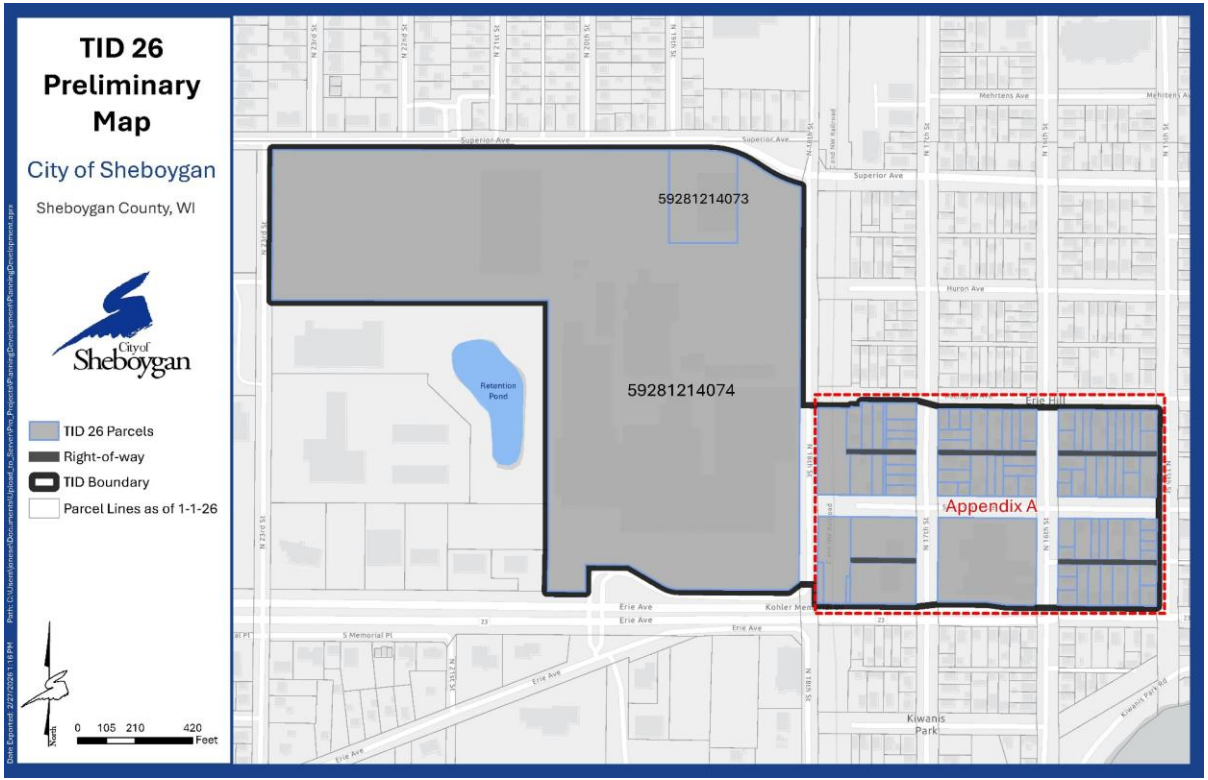
TID #26 Details

District Type	Mixed use district, maximum life of 20 years.
Location	Approximately 62 acres encompassing Vollrath Company, extending east to include Old World Creamery and other areas suited for mixed-use development.
Project Costs	$3,000,000 including development incentives, administrative costs, & ½ mile radius projects including sewer, street, and sidewalk improvements.
Incremental Value	Initial phase of development anticipated to generate $8,000,000.

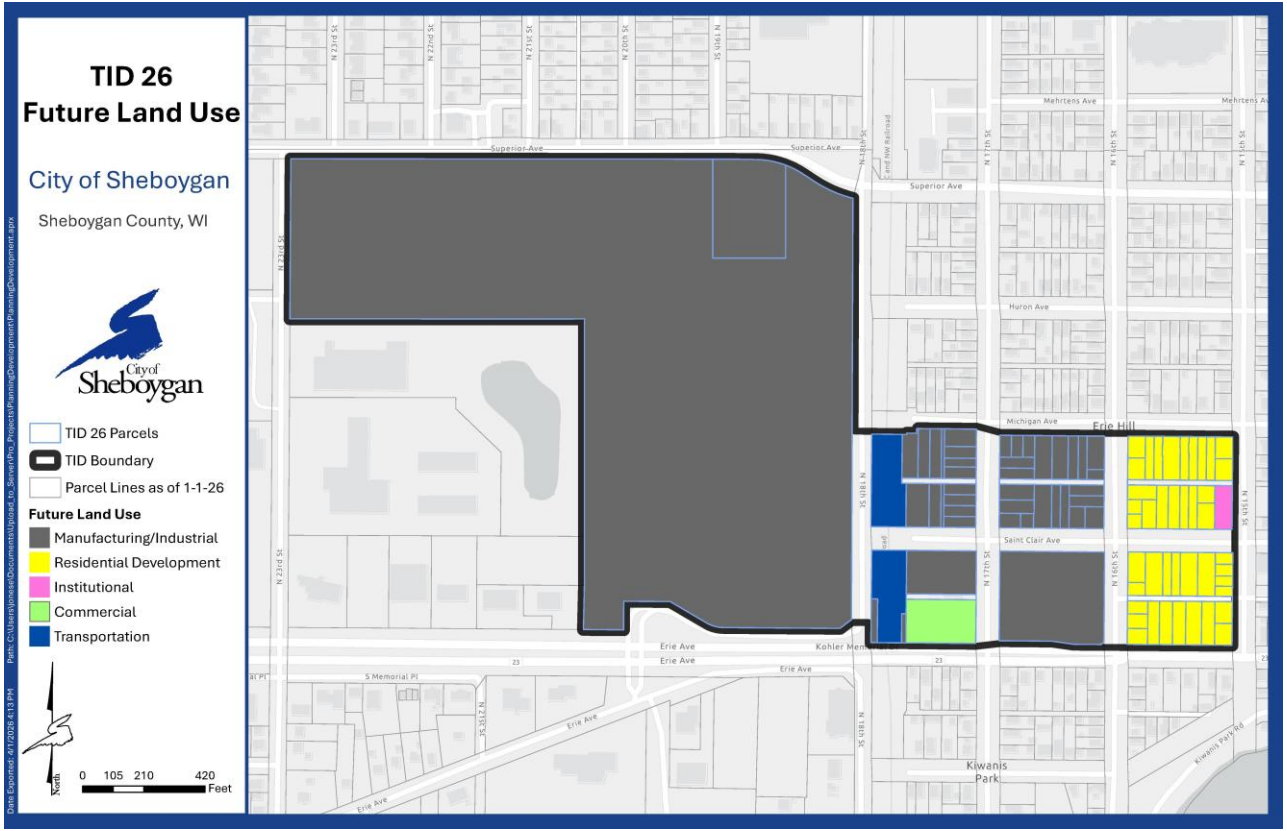
Compliance with equalized value test

Valuation Test Compliance Calculation		
Calculation of City Equalized Value Limit		
City TID IN Equalized Value (Jan. 1, 2025)	$	5,160,609,800
TID Valuation Limit @ 12% of Above Value	**$**	**619,273,176**
Calculation of Value Subject to Limit		
Estimated Base Value of Territory to be Included in District	$	22,807,400
Incremental Value of Existing Districts (Jan. 1, 2025)	$	188,794,900
Total Value Subject to 12% Valuation Limit	**$**	**211,602,300**
Total Percentage of TID IN Equalized Value		4.10%
Residual Value Capacity of TID IN Equalized Value	$	407,670,876

TID #26 Preliminary Boundary



TID #26 Future Land Use Map



Eligible Project Costs

Tax Increment District No. 26

Detailed List of Estimated Project Costs

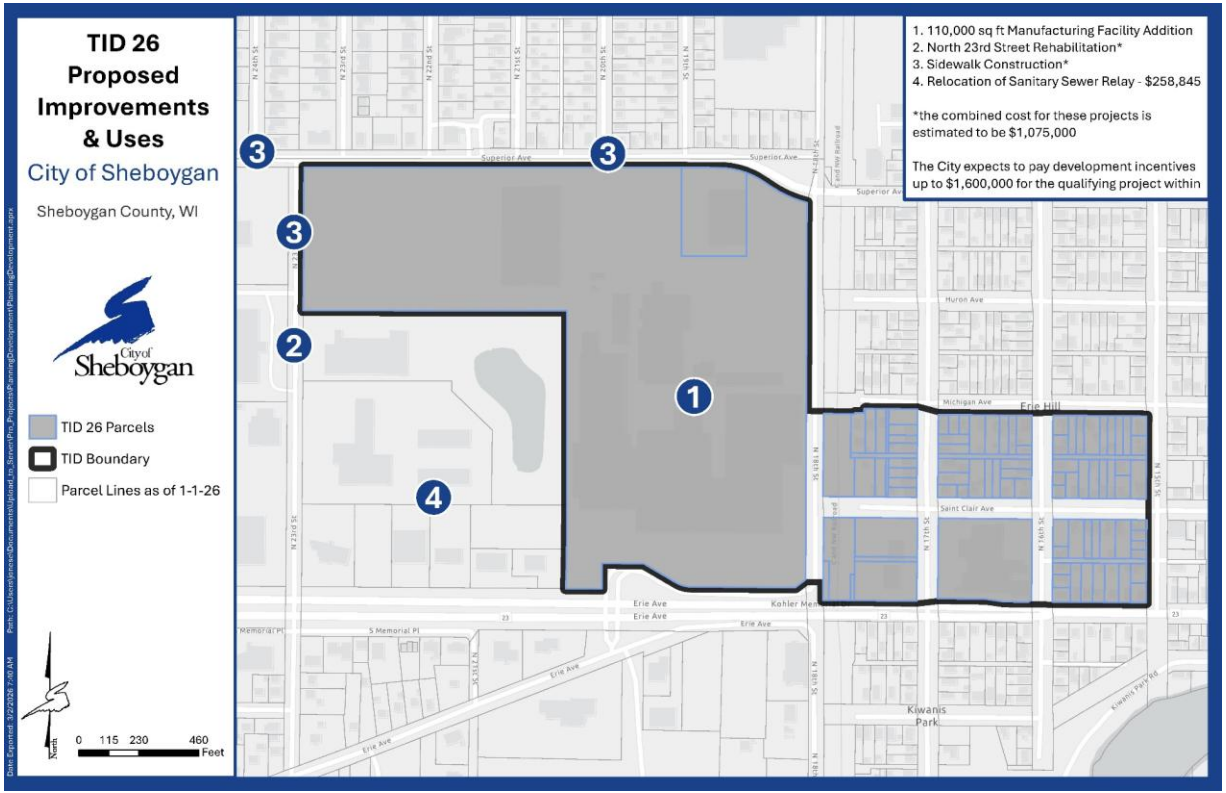
Project Map ID	Project Name/Type	Est. Cost Phase I	Est. Cost Phase II	Est. Cost Ongoing	Totals	1/2 Mile	Est. Timing
1	Development Incentive	1,600,000			**1,600,000**		2026
4	Sanitary Sewer Relay Relocation		258,845		**258,845**	258,845	2026
2,3	N. 23rd Street Repairs/Relocation/ and Sidewalks[1]		1,075,000		**1,075,000**	1,075,000	2027
N/A	TID Setup	25,000			**25,000**		2026
N/A	Ongoing Planning & Administrative Costs			40,000	**40,000**		
Total Projects		**1,625,000**	**1,333,845**	**40,000**	**2,998,845**	**1,333,845**	

Notes:

[1]The amount shown for the N. 23rd Street Repair/Relocation is TID eligible. In the cashflow it only represents the amount of the project supported over the TID life using the current tax rate and projected development value. If the TID incremental value is greater than the $8M required, it will allow for more of the project to be paid from TID funds.

EHLERS PUBLIC FINANCE ADVISORS

Project Cost Location



TID #26 Financial Analysis Summary

Development Assumptions	Projected value from initial development is $8,000,000.
Cash Flow	Illustrates potential project costs supported by initial phase of development. Additional project costs can be funded if tax increment is sufficient to support the costs.
Projected Closure	District projected to remain open for its maximum life (2047).

Development (valuation) Assumptions

Development Assumptions

Construction Year		Vollrath Co. Expansion	**Annual Total**	Construction Year	
1	2026	8,000,000	**8,000,000**	2026	1
2	2027		**0**	2027	2
3	2028		**0**	2028	3
4	2029		**0**	2029	4
5	2030		**0**	2030	5
6	2031		**0**	2031	6
7	2032		**0**	2032	7
8	2033		**0**	2033	8
9	2034		**0**	2034	9
10	2035		**0**	2035	10
11	2036		**0**	2036	11
12	2037		**0**	2037	12
13	2038		**0**	2038	13
14	2039		**0**	2039	14
15	2040		**0**	2040	15
16	2041		**0**	2041	16
17	2042		**0**	2042	17
18	2043		**0**	2043	18
19	2044		**0**	2044	19
20	2045		**0**	2045	20
	Totals	**8,000,000**	**8,000,000**		

Notes:

Tax Increment Projection Worksheet

Type of District	Mixed Use	
District Creation Date	April 20, 2026	
Valuation Date	Jan 1,	2026
Max Life (Years)	20	
End of Expenditure Period	15	4/20/2041
Revenue Periods/Final Year	20	2047
Extension Eligibility/Years	Yes	3
Eligible Recipient District	No	

Base Value	22,807,400
Economic Change Factor	0.00%
Apply to Base Value	
Base Tax Rate	$15.41
Rate Adjustment Factor	0.00%

	Construction Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate[1]	Tax Increment
1	2026	8,000,000	2027	0	8,000,000	2028	$15.41	**123,280**
2	2027	0	2028	0	8,000,000	2029	$15.41	**123,280**
3	2028	0	2029	0	8,000,000	2030	$15.41	**123,280**
4	2029	0	2030	0	8,000,000	2031	$15.41	**123,280**
5	2030	0	2031	0	8,000,000	2032	$15.41	**123,280**
6	2031	0	2032	0	8,000,000	2033	$15.41	**123,280**
7	2032	0	2033	0	8,000,000	2034	$15.41	**123,280**
8	2033	0	2034	0	8,000,000	2035	$15.41	**123,280**
9	2034	0	2035	0	8,000,000	2036	$15.41	**123,280**
10	2035	0	2036	0	8,000,000	2037	$15.41	**123,280**
11	2036	0	2037	0	8,000,000	2038	$15.41	**123,280**
12	2037	0	2038	0	8,000,000	2039	$15.41	**123,280**
13	2038	0	2039	0	8,000,000	2040	$15.41	**123,280**
14	2039	0	2040	0	8,000,000	2041	$15.41	**123,280**
15	2040	0	2041	0	8,000,000	2042	$15.41	**123,280**
16	2041	0	2042	0	8,000,000	2043	$15.41	**123,280**
17	2042	0	2043	0	8,000,000	2044	$15.41	**123,280**
18	2043	0	2044	0	8,000,000	2045	$15.41	**123,280**
19	2044	0	2045	0	8,000,000	2046	$15.41	**123,280**
20	2045	0	2046	0	8,000,000	2047	$15.41	**123,280**
	Totals	**8,000,000**		**0**			**Future Value of Increment**	**2,465,600**

Notes:
1) Tax rates shown through the 2026 revenue year are actual per DOR Form PC-202 (Tax Increment Collection Worksheet).

Cash Flow Projection

	Projected Revenues		Projected Expenditures					Balances			
Year	Tax Increments	**Total Revenues**	MRO #1 2026 Vollrath $1,600,000	Capital Projects	TID Setup	Ongoing Planning & Administration	**Total Expenditures**	Annual	Cumulative	Liabilities Outstanding	Year
2026		**0**		258,845	25,000	0	**283,845**	(283,845)	(283,845)	1,600,000	2026
2027		**0**		540,000		500	**540,500**	(540,500)	(824,345)	1,600,000	2027
2028	123,280	**123,280**	98,624			1,000	**99,624**	23,656	(800,689)	1,501,376	2028
2029	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(777,533)	1,402,752	2029
2030	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(754,377)	1,304,128	2030
2031	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(731,221)	1,205,504	2031
2032	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(708,065)	1,106,880	2032
2033	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(684,909)	1,008,256	2033
2034	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(661,753)	909,632	2034
2035	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(638,597)	811,008	2035
2036	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(615,441)	712,384	2036
2037	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(592,285)	613,760	2037
2038	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(569,129)	515,136	2038
2039	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(545,973)	416,512	2039
2040	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(522,817)	317,888	2040
2041	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(499,661)	219,264	2041
2042	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(476,505)	120,640	2042
2043	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(453,349)	22,016	2043
2044	123,280	**123,280**	22,016			1,500	**23,516**	99,764	(353,585)	0	2044
2045	123,280	**123,280**				1,500	**1,500**	121,780	(231,805)	0	2045
2046	123,280	**123,280**				1,500	**1,500**	121,780	(110,025)	0	2046
2047	123,280	**123,280**				11,500	**11,500**	111,780	**1,755**	**0**	2047
Totals	**2,465,600**	**2,465,600**	**1,600,000**	**798,845**	**25,000**	**40,000**	**2,463,845**				

Notes:

PROJECTED CLOSURE YEAR

LEGEND:

END OF EXP. PERIOD

Timeline

- March 17, 2026: Initial Joint Review Board (organizational).
- March 24, 2026
  - ✓ Plan Commission Public Hearing. Consider resolution to create district (approval required to proceed).
- April 20, 2026
  - ✓ City Council considers resolution to create district (approval required to proceed).
- May 4, 2026 to June 4, 2026
  - ✓ Final JRB meeting to consider resolution to create district (approval required).

April 20, 2026

DRAFT PROJECT PLAN

City of Sheboygan, Wisconsin

Tax Incremental District No. 26

Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held:	Scheduled for March 17, 2026
Public Hearing Held:	Scheduled for March 24, 2026
Consideration by Plan Commission:	Scheduled for March 24, 2026
Consideration by Common Council:	Scheduled for April 20, 2026
Consideration by the Joint Review Board:	TBD

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SECTION 1:
Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District ("TID") No. 26 ("District") is a proposed Mixed-Use District comprising approximately 62 acres encompassing property housing the Vollrath Company, extending east to include the property housing the Old World Creamery and other areas that could be suited for mixed-use development. When created, the District will pay the costs of a variety of public infrastructure improvements, development incentives (including, without limitation, for the expansion of the Vollrath Company, LLC ("Vollrath Development") and other project costs to support future mixed-use development within the District (collectively, the "Project"). Further, Old World Creamery has had recent economic growth with the addition of the cream cheese line. This growth can be seen in their increase in employees and the addition to the factory. The City would like to support the economic momentum of Old World Creamery as they explore further expansion. In addition to the incremental property value that will be created, the City expects the Project will result in the retention of existing jobs and creation of new employment opportunities.

AUTHORITY

The City is creating the District under the provisions of Wis. Stat. § 66.1105.

ESTIMATED TOTAL PROJECT COST EXPENDITURES

The City anticipates making total expenditures of approximately $3,000,000 ("Project Costs"). Project Costs within the District include an estimated $1,600,000 in development incentives, and $65,000 for the creation of the TID and ongoing administrative costs. Project costs within a ½ mile radius of the District include $258,000 for sanitary sewer relay relocation, $1,075,000 for repairs to N. 23rd Street and sidewalk improvements.

INCREMENTAL VALUATION

The City projects that new land and improvements value of approximately $8,000,000 will result from the initial phase of development within the District. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

EXPECTED TERMINATION OF DISTRICT

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within 20 years.

SUMMARY OF FINDINGS

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That "but for" the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered:

   The City has received representations from developers that the extraordinary costs associated with demolition of structures, site clean-up and assembly and redevelopment of existing sites makes the proposed redevelopment projects not economically viable without public involvement and incentives. The public infrastructure necessary to allow for development and redevelopment within the District requires substantial investment. Absent the use of tax increment financing, the City is unable to fully-fund the necessary infrastructure improvements.

2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:

   The expectation that the Project will provide new employment opportunities and benefits to local businesses as the developers will likely purchase goods and services from local suppliers, retailers, restaurants and service companies during the construction of the projects.

   Vollrath's proposed multi-million-dollar manufacturing facility in Sheboygan represents a significant investment to replace aging infrastructure and strengthen the company's long-standing manufacturing presence in the community. The new facility will update key production areas and create a modern environment that supports the long-term sustainability of manufacturing operations in Sheboygan, helping retain existing manufacturing jobs while positioning the company for future growth.

   This investment reflects Vollrath's continued commitment to the local community and to maintaining a strong domestic manufacturing footprint. By enhancing its facilities and creating a modern space for core manufacturing processes, the project helps ensure that Sheboygan remains

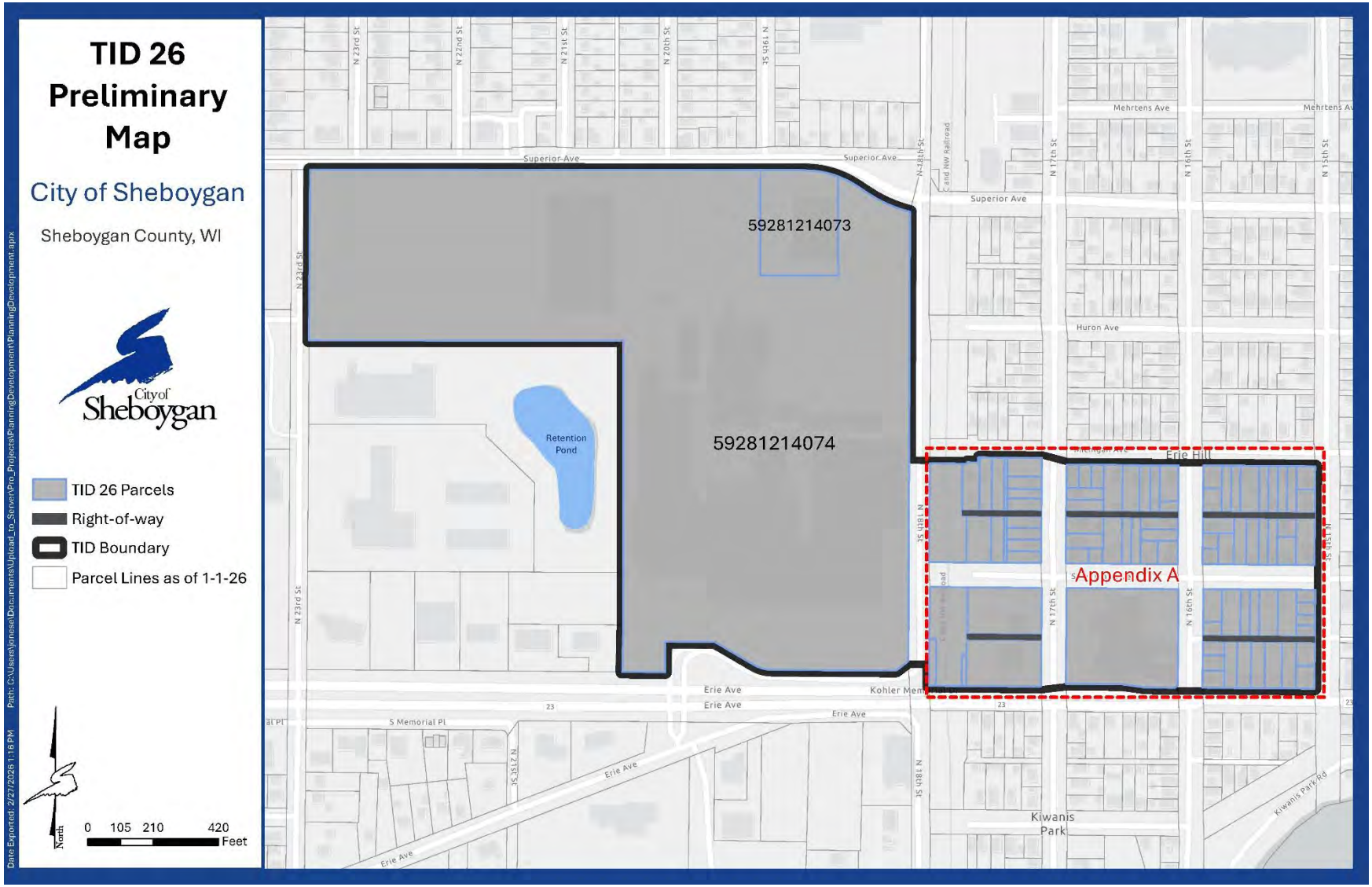
a central hub for Vollrath's operations, supports job retention, and creates opportunities for future growth. Through this project and its partnership with the City of Sheboygan through TID financing, Vollrath is reinforcing its commitment to local manufacturing, supporting the community's economic stability, and maintaining its legacy of manufacturing in Sheboygan.

3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur at all or not at the scope or timeline proposed without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
4. Not less than 50% by area of the real property within the District is suitable for mixed-use development as defined by Wis. Stat. § 66.1105(2)(cm). No area within the District is proposed for newly platted residential development.
5. Based on the foregoing finding, the District is designated as a mixed-use district.
6. The Project Costs relate directly to promoting mixed-use development in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
10. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
11. The Plan for the District is feasible and is in conformity with the Master Plan of the City.

SECTION 2:
Preliminary Map of Proposed District Boundary

Map Found on Following Page.

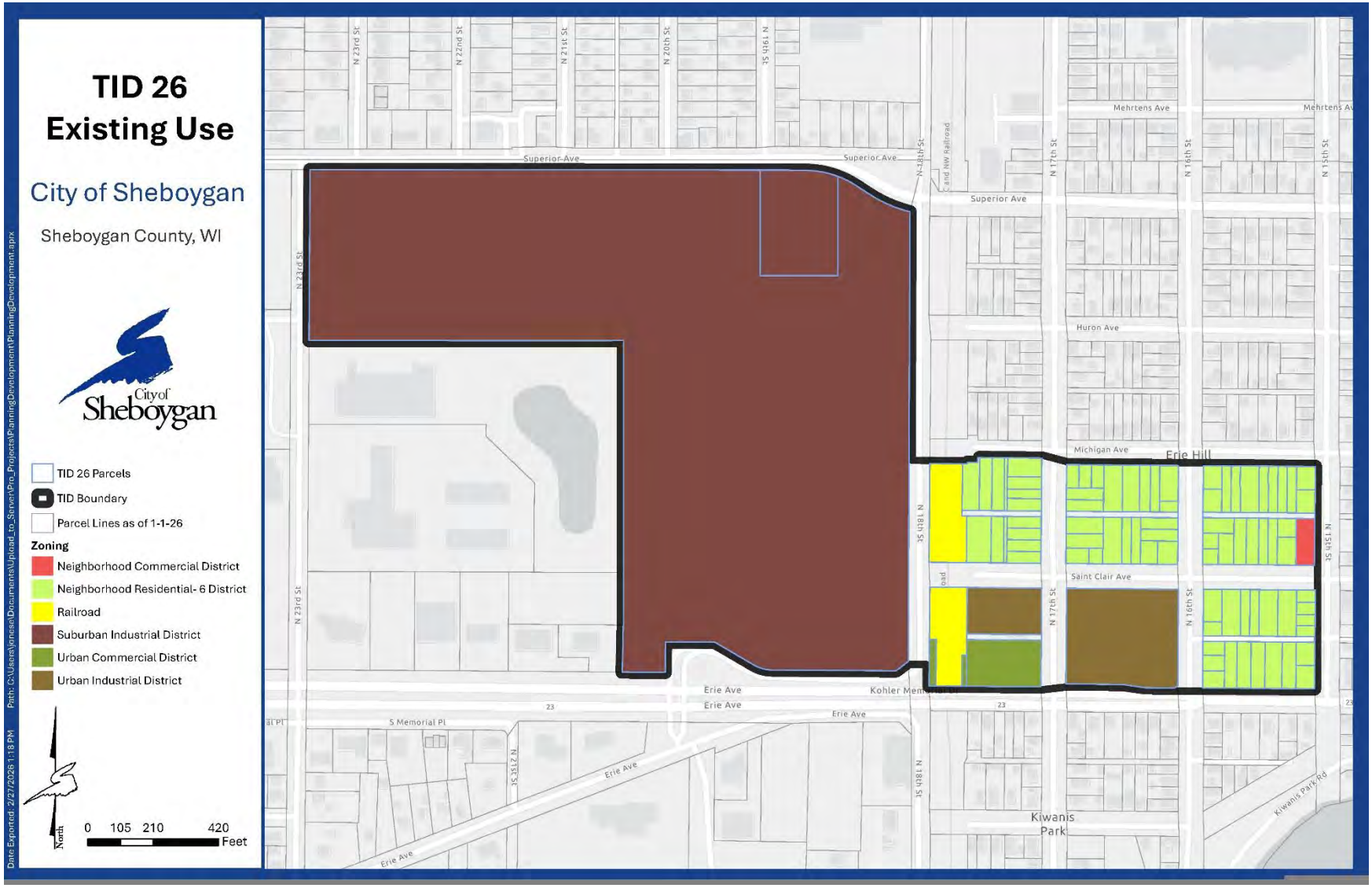
To the extent District boundaries include wetlands identified on a map prepared under Wis. Stat. § 23.32, the wetlands are excluded from the District.


TID 26
Preliminary
Map
City of Sheboygan
Sheboygan County, WI
City of Sheboygan
TID 26 Parcels
Right-of-way
TID Boundary
Parcel Lines as of 1-1-26
North
0 105 210 420
Feet
Date Exported: 2/27/2026 1:16 PM
Path: C:\Users\jvnsen\Documents\Upload_to_Server\Pro_Projects\PlanningDevelopment\PlanningDevelopment.aprx
59281214073
59281214074
Retention Pond
Appendix A
Superior Ave
Mehrtens Ave
Huron Ave
Erie Hill
Erie Ave
S Memorial Pl
Kohler Memorial Dr
Kiwanis Park
Kiwanis Park Rd
N 23rd St
N 22nd St
N 21st St
N 20th St
N 19th St
N 18th St
N 17th St
N 16th St
N 15th St
N 21st St
23


TID 26
Appendix A
City of Sheboygan
Sheboygan County, WI
City of Sheboygan
Right-of-way
TID Boundary
Parcel Lines as of 1-1-26
North
0 37.5 75 150
Feet
Michigan Ave
Erie Hill
Saint Clair Ave
N 17th St
N 16th St
59281202320
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23

SECTION 3:
Map Showing Existing Uses and Conditions

Map Found on Following Page.


TID 26
Existing Use
City of Sheboygan
Sheboygan County, WI
City of Sheboygan
TID 26 Parcels
TID Boundary
Parcel Lines as of 1-1-26
Zoning
Neighborhood Commercial District
Neighborhood Residential- 6 District
Railroad
Suburban Industrial District
Urban Commercial District
Urban Industrial District
North
0 105 210 420
Feet
Date Exported: 2/27/2026 1:18 PM
Path: C:\Users\jvinsen\Documents\Upload_to_Server\Pro_Projects\PlanningDevelopment\PlanningDevelopment.aprx
Superior Ave
Mehrtens Ave
Huron Ave
Michigan Ave
Erie Hill
Saint Clair Ave
Erie Ave
S Memorial Pl
Kohler Memorial Dr
Kiwanis Park Rd
Kiwanis Park
N 23rd St
N 22nd St
N 21st St
N 20th St
N 19th St
N 18th St
N 17th St
N 16th St
N 15th St
C and NW Railroad

SECTION 4:
Preliminary Parcel List and Analysis

Found on Following Pages.

Calculation of Estimated Base Value[1]

	Assessed Value			Equalized Value[2]		
Parcel	Land	Improvement	Total	Land	Improvement	Total
59281214074	1,722,700	8,568,000	**10,290,700**	1,775,300	8,829,700	**10,605,000**
59281205300	39,000	195,500	**234,500**	40,200	201,500	**241,700**
59281205320	2,300	0	**2,300**	2,400	0	**2,400**
59281205325	1,100	0	**1,100**	1,100	0	**1,100**
59281205310	0	0	**0**	0	0	**0**
59281205330	200,400	471,200	**671,600**	206,500	485,600	**692,100**
59281205100	9,400	149,100	**158,500**	9,700	153,700	**163,400**
59281205170	10,500	167,400	**177,900**	10,800	172,500	**183,300**
59281205090	10,900	175,800	**186,700**	11,200	181,200	**192,400**
59281205180	13,900	133,200	**147,100**	14,300	137,300	**151,600**
59281205110	10,500	145,000	**155,500**	10,800	149,400	**160,200**
59281205080	10,000	152,700	**162,700**	10,300	157,400	**167,700**
59281204970	7,400	106,600	**114,000**	7,600	109,900	**117,500**
59281205070	9,200	99,500	**108,700**	9,500	102,500	**112,000**
59281204980	7,400	119,500	**126,900**	7,600	123,200	**130,800**
59281204990	8,300	102,200	**110,500**	8,600	105,300	**113,900**
59281205000	8,300	101,200	**109,500**	8,600	104,300	**112,900**
59281205010	18,500	127,800	**146,300**	19,100	131,700	**150,800**
59281205020	18,500	95,400	**113,900**	19,100	98,300	**117,400**
59281205030	10,200	97,200	**107,400**	10,500	100,200	**110,700**
59281205040	10,200	114,700	**124,900**	10,500	118,200	**128,700**
59281205050	18,500	115,100	**133,600**	19,100	118,600	**137,700**
59281205060	25,800	14,600	**40,400**	26,600	15,000	**41,600**
59281202360	10,800	125,600	**136,400**	11,100	129,400	**140,500**
59281202750	9,200	116,100	**125,300**	9,500	119,600	**129,100**
59281202540	8,300	0	**8,300**	8,600	0	**8,600**
59281202530	11,200	144,700	**155,900**	11,500	149,100	**160,600**
59281202590	13,900	152,300	**166,200**	14,300	157,000	**171,300**
59281202580	12,200	0	**12,200**	12,600	0	**12,600**
59281202370	10,800	158,000	**168,800**	11,100	162,800	**173,900**
59281202810	14,300	95,200	**109,500**	14,700	98,100	**112,800**
59281202520	13,300	108,500	**121,800**	13,700	111,800	**125,500**
59281202760	13,000	148,900	**161,900**	13,400	153,400	**166,800**
59281202740	9,200	153,400	**162,600**	9,500	158,100	**167,600**
59281202600	11,300	150,000	**161,300**	11,600	154,600	**166,200**
59281202380	10,800	0	**10,800**	11,100	0	**11,100**
59281202830	0	0	**0**	0	0	**0**
59281202820	8,200	141,800	**150,000**	8,500	146,100	**154,600**
59281202800	10,200	100,100	**110,300**	10,500	103,200	**113,700**
59281202790	10,200	133,100	**143,300**	10,500	137,200	**147,700**
59281202780	13,200	120,200	**133,400**	13,600	123,900	**137,500**
59281202770	13,200	107,600	**120,800**	13,600	110,900	**124,500**
59281202730	13,000	152,400	**165,400**	13,400	157,100	**170,500**
59281202610	11,300	130,000	**141,300**	11,600	134,000	**145,600**

Calculation of Estimated Base Value[1]

	Assessed Value			Equalized Value[2]		
Parcel	Land	Improvement	Total	Land	Improvement	Total
59281202570	10,200	0	10,200	10,500	0	10,500
59281202560	10,200	0	10,200	10,500	0	10,500
59281202550	18,800	139,300	158,100	19,400	143,600	163,000
59281202510	15,200	238,800	254,000	15,700	246,100	261,800
59281202390	10,800	142,600	153,400	11,100	147,000	158,100
59281202350	0	0	0	0	0	0
59281202340	13,500	0	13,500	13,900	0	13,900
59281202330	22,700	0	22,700	23,400	0	23,400
59281202400	7,400	93,500	100,900	7,600	96,400	104,000
59281202500	11,300	0	11,300	11,600	0	11,600
59281202240	11,300	152,200	163,500	11,600	156,800	168,400
59281202620	13,900	130,100	144,000	14,300	134,100	148,400
59281202250	8,700	91,600	100,300	9,000	94,400	103,400
59281202720	13,900	148,100	162,000	14,300	152,600	166,900
59281202490	11,300	0	11,300	11,600	0	11,600
59281202260	11,300	138,500	149,800	11,600	142,700	154,300
59281202630	13,100	185,800	198,900	13,500	191,500	205,000
59281202640	15,700	193,500	209,200	16,200	199,400	215,600
59281202650	10,200	107,600	117,800	10,500	110,900	121,400
59281202660	10,200	167,700	177,900	10,500	172,800	183,300
59281202670	10,200	93,300	103,500	10,500	96,100	106,600
59281202680	18,500	129,200	147,700	19,100	133,100	152,200
59281202690	10,100	166,800	176,900	10,400	171,900	182,300
59281202700	10,200	111,200	121,400	10,500	114,600	125,100
59281202710	13,100	119,500	132,600	13,500	123,200	136,700
59281202410	16,200	152,500	168,700	16,700	157,200	173,900
59281202420	10,200	150,700	160,900	10,500	155,300	165,800
59281202430	10,200	141,800	152,000	10,500	146,100	156,600
59281202440	17,200	107,500	124,700	17,700	110,800	128,500
59281202450	18,500	75,900	94,400	19,100	78,200	97,300
59281202460	9,300	154,500	163,800	9,600	159,200	168,800
59281202470	9,300	133,500	142,800	9,600	137,600	147,200
59281202480	12,300	231,200	243,500	12,700	238,300	251,000
59281202320	0	0	0	0	0	0
59281202270	6,000	0	6,000	6,200	0	6,200
59281202280	0	0	0	0	0	0
59281202290	14,000	129,400	143,400	14,400	133,400	147,800
59281202300	14,000	73,100	87,100	14,400	75,300	89,700
59281202310	17,500	162,800	180,300	18,000	167,800	185,800
59281205130	11,700	165,400	177,100	12,100	170,500	182,600
59281205120	11,700	133,800	145,500	12,100	137,900	150,000
59281205141	13,800	134,000	147,800	14,200	138,100	152,300
59281205161	11,700	143,900	155,600	12,100	148,300	160,400
59281205260	546,300	550,100	1,096,400	563,000	566,900	1,129,900
59281214073	0	0	0	0	0	0
TOTALS	3,452,300	18,679,000	22,131,300	3,557,500	19,249,900	22,807,400

1) Estimated based on values as of January 1, 2025. Actual base value will be as of January 1, 2026.

2) Calculation based on aggregate assessment ratio of 97.04%.

Parcel Number	Address	Acres	Suitable Acres			
			Commercial/ Business	Previously-Platted Residential	Newly-Platted Residential	Industrial
59281214074	1236 N 18TH ST	44.48				44.48
59281205300	1118 N 17TH ST	0.83				0.83
59281205320		0.08				0.08
59281205325		0.03				0.03
59281205310		0.70				
59281205330	1704 ERIE AVE	0.83	0.83			
59281205100	1103 N 16TH ST	0.09		0.09		
59281205170	1504 ERIE AVE	0.10		0.10		
59281205090	1111 N 16TH ST	0.08		0.08		
59281205180	1116 N 15TH ST	0.10		0.10		
59281205110	1530 ERIE AVE	0.14		0.14		
59281205080	1115 N 16TH ST	0.07		0.07		
59281204970	1120 N 15TH ST	0.05		0.05		
59281205070	1117 N 16TH ST	0.06		0.06		
59281204980	1122 N 15TH ST	0.05		0.05		
59281204990	1126 N 15TH ST	0.06		0.06		
59281205000	1503 ST CLAIR AVE	0.06		0.06		
59281205010	1511 ST CLAIR AVE	0.21		0.21		
59281205020	1515 ST CLAIR AVE	0.21		0.21		
59281205030	1519 ST CLAIR AVE	0.10		0.10		
59281205040	1523 ST CLAIR AVE	0.10		0.10		
59281205050	1529 ST CLAIR AVE	0.21		0.21		
59281205060	ST CLAIR AVE	0.15		0.15		
59281202360	1202 N 17TH ST	0.10				0.10
59281202750	1534 ST CLAIR AVE	0.06		0.06		
59281202540	ST CLAIR AVE	0.05				0.05
59281202530	1634 ST CLAIR AVE	0.09				0.09
59281202590	1202 N 16TH ST	0.11				0.11
59281202580	ST CLAIR AVE	0.10				0.10
59281202370	1206 N 17TH ST	0.10				0.10
59281202810	1510 ST CLAIR AVE	0.12		0.12		
59281202520	1207 N 17TH ST	0.13				0.13
59281202760	1530 ST CLAIR AVE	0.12		0.12		
59281202740	1209 N 16TH ST	0.06		0.06		
59281202600	1212 N 16TH ST	0.11				0.11
59281202380	N 17TH ST	0.10				0.10
59281202830	1504 ST CLAIR AVE	0.21				
59281202820	1510A ST CLAIR AVE	0.08		0.08		
59281202800	1514 ST CLAIR AVE	0.10		0.10		
59281202790	1518 ST CLAIR AVE	0.10		0.10		
59281202780	1520 ST CLAIR AVE	0.14		0.14		
59281202770	1526 ST CLAIR AVE	0.14		0.14		
59281202730	1213 N 16TH ST	0.12		0.12		
59281202610	1214 N 16TH ST	0.11				0.11

Parcel Number	Address	Acres	Suitable Acres			
			Commercial/ Business	Previously-Platted Residential	Newly-Platted Residential	Industrial
59281202570	ST CLAIR AVE	0.10				0.10
59281202560	ST CLAIR AVE	0.10				0.10
59281202550	1624 ST CLAIR AVE	0.21				0.21
59281202510	1213 N 17TH ST	0.15				0.15
59281202390	1214 N 17TH ST	0.10				0.10
59281202350		0.03				0.03
59281202340	ST CLAIR AVE	0.14				0.14
59281202330	ST CLAIR AVE	0.27				0.27
59281202400	1220 N 16TH ST	0.05				0.05
59281202500	N 17TH ST	0.11				0.11
59281202240	1220 N 17TH ST	0.10				0.10
59281202620	1220 N 15TH ST	0.10		0.10		
59281202250	1224 N 17TH ST	0.08				0.08
59281202720	1219 N 16TH ST	0.10		0.10		
59281202490	N 17TH ST	0.11				0.11
59281202260	1228 N 17TH ST	0.10				0.10
59281202630	1503 MICHIGAN AVE	0.10		0.10		
59281202640	1507 MICHIGAN AVE	0.10		0.10		
59281202650	1509 MICHIGAN AVE	0.10		0.10		
59281202660	1513 MICHIGAN AVE	0.10		0.10		
59281202670	1517 MICHIGAN AVE	0.10		0.10		
59281202680	1521 MICHIGAN AVE	0.21		0.21		
59281202690	1525 MICHIGAN AVE	0.10		0.10		
59281202700	1529 MICHIGAN AVE	0.10		0.10		
59281202710	1531 MICHIGAN AVE	0.10		0.10		
59281202410	1601 MICHIGAN AVE	0.16				0.16
59281202420	1607 MICHIGAN AVE	0.10				0.10
59281202430	1611 MICHIGAN AVE	0.12				0.12
59281202440	1613 MICHIGAN AVE	0.19				0.19
59281202450	1621 MICHIGAN AVE	0.21				0.21
59281202460	1627 MICHIGAN AVE	0.07				0.07
59281202470	1629 MICHIGAN AVE	0.07				0.07
59281202480	1635 MICHIGAN AVE	0.07				0.07
59281202320		0.83				
59281202270	N 17TH ST	0.15				0.15
59281202280		0.03				0.03
59281202290	1715 MICHIGAN AVE	0.16		0.16		
59281202300	1719 MICHIGAN AVE	0.16		0.16		
59281202310	1723 MICHIGAN AVE	0.20		0.20		
59281205130	1520 ERIE AVE	0.16		0.16		
59281205120	1524 ERIE AVE	0.16		0.16		
59281205141	1516 ERIE AVE	0.19		0.19		
59281205161	1508 ERIE AVE	0.16		0.16		
59281205260	1606 ERIE AVE	2.63				2.63
59281214073	1837 SUPERIOR AVE	1.93				1.93
		61.58	0.83	5.26	0.00	53.76

Area Suitable for Mixed Use Development	97%

SECTION 5:
Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals $211,602,300. This value is less than the maximum of $619,273,176 in equalized value that is permitted for the City.

Valuation Test Compliance Calculation		
Calculation of City Equalized Value Limit		
City TID IN Equalized Value (Jan. 1, 2025)	$	5,160,609,800
TID Valuation Limit @ 12% of Above Value	**$**	**619,273,176**
Calculation of Value Subject to Limit		
Estimated Base Value of Territory to be Included in District	$	22,807,400
Incremental Value of Existing Districts (Jan. 1, 2025)	$	188,794,900
Total Value Subject to 12% Valuation Limit	**$**	**211,602,300**
Total Percentage of TID IN Equalized Value		4.10%
Residual Value Capacity of TID IN Equalized Value	$	407,670,876

SECTION 6:
Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the City expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as

defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Water System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or

expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications,

including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Contribution to Redevelopment Authority (RDA)

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its RDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the RDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program (Development Incentives)

To encourage private development consistent with the objectives of this Plan, the City, through its RDA may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the RDA in the program manual. Any funds returned to the RDA from the repayment of loans made are not considered revenues to the District and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the RDA for purposes of implementing this program are considered eligible Project Costs.

Municipal Revenue Obligations (MRO's) (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and a guaranteed increment value through a Municipal Revenue Obligation (MRO). Terms of an MRO may be negotiated specifically with each developer and approved by the City's Common Council. No MRO payments will be provided until the City executes a developer agreement with the recipient and the agreed upon increment is generated. Any payments related to an MRO executed by the City are eligible Project Costs.

Miscellaneous

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to make the following project cost expenditures outside the District:

- N. 23rd Street repairs/relocation and sidewalk improvements adjacent to the District: $1,075,000
- Relocation of sanitary sewer relay: $258,845

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs.

Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

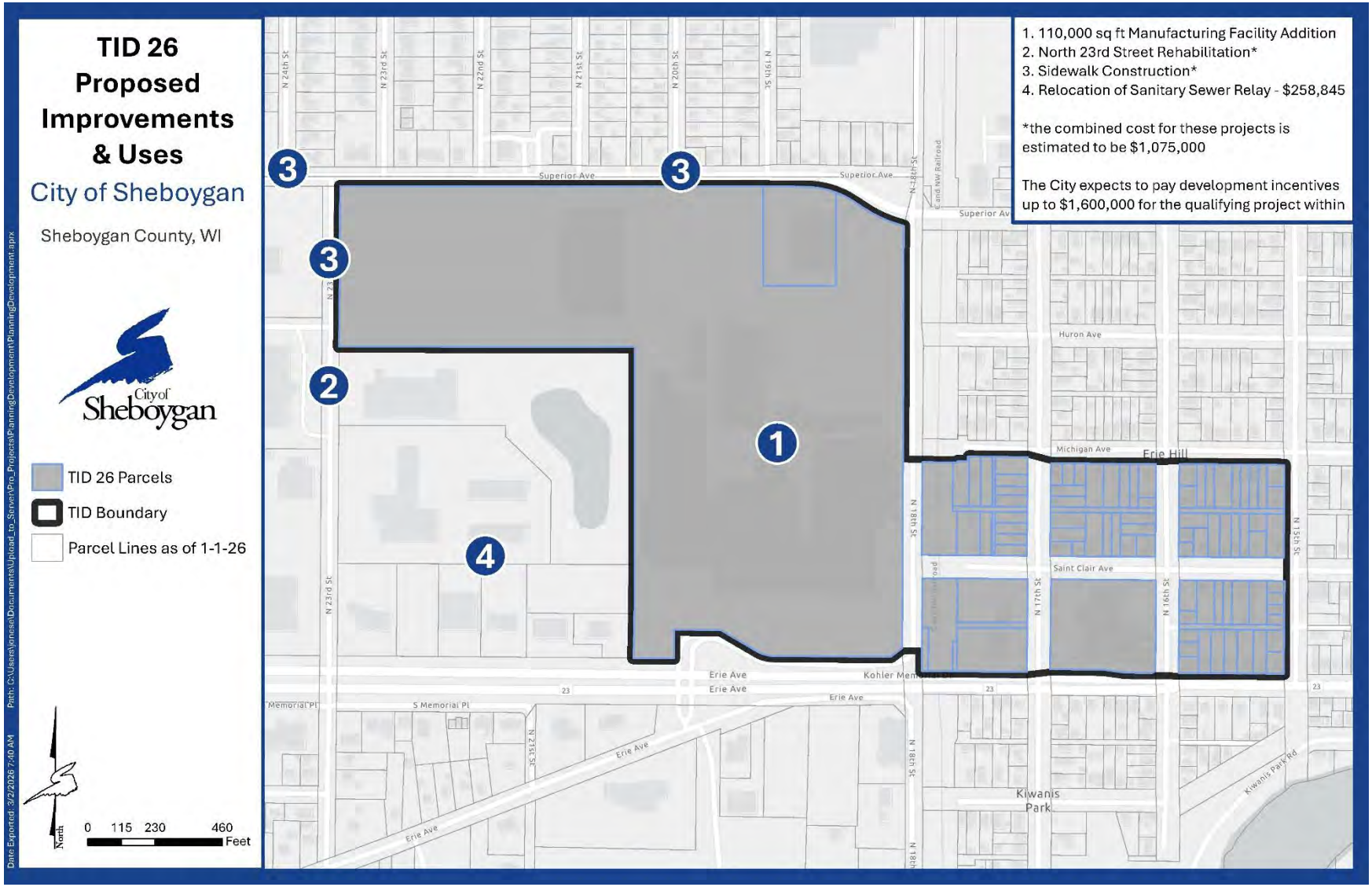
The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

Financing Costs

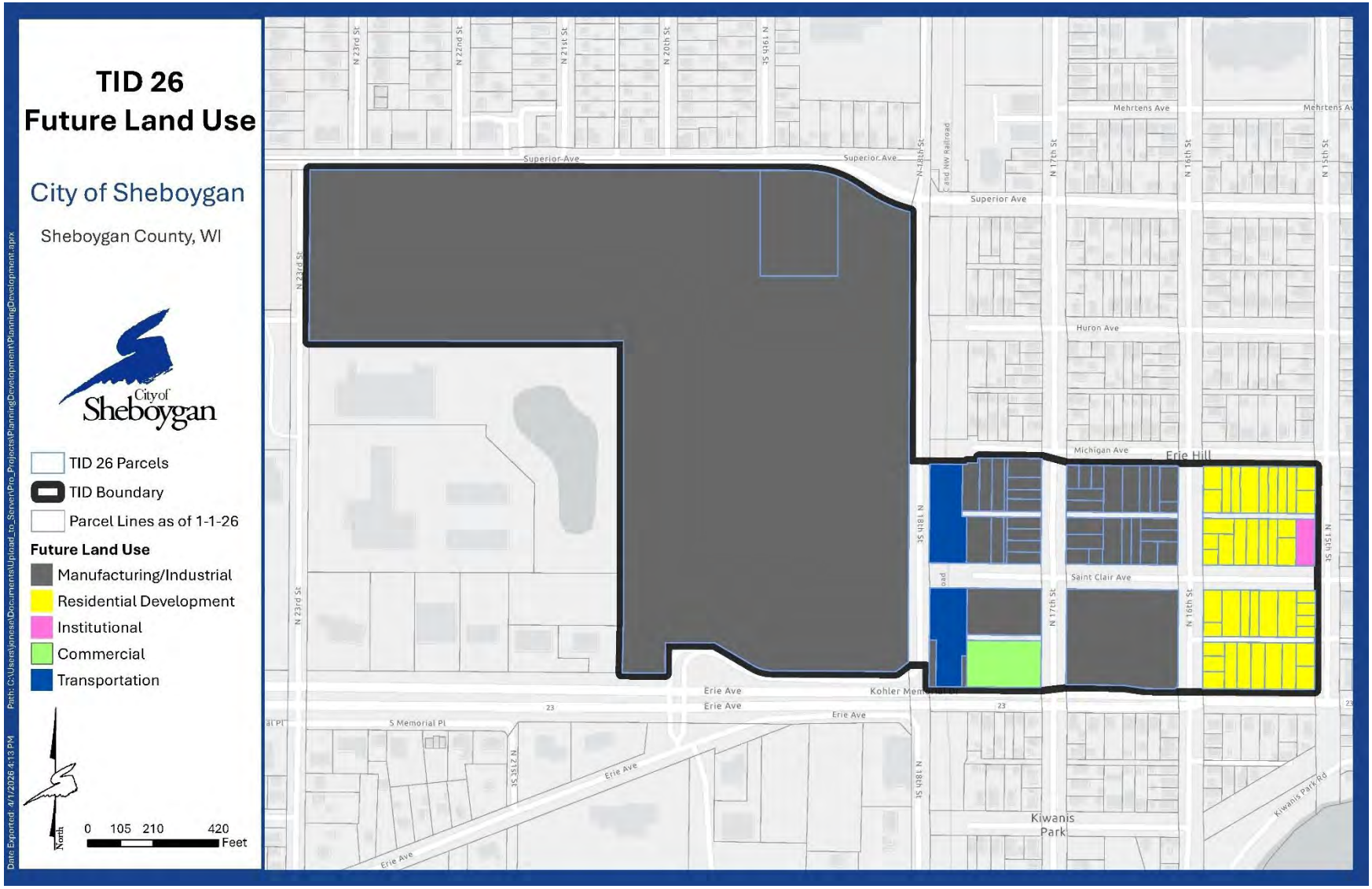
Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

SECTION 7:
Map Showing Proposed Improvements and Future Land Use

Maps Found on Following Pages.


TID 26
Proposed
Improvements
& Uses
City of Sheboygan
Sheboygan County, WI
City of Sheboygan
TID 26 Parcels
TID Boundary
Parcel Lines as of 1-1-26
North
0 115 230 460
Feet
1. 110,000 sq ft Manufacturing Facility Addition
2. North 23rd Street Rehabilitation*
3. Sidewalk Construction*
4. Relocation of Sanitary Sewer Relay - $258,845
*the combined cost for these projects is estimated to be $1,075,000
The City expects to pay development incentives up to $1,600,000 for the qualifying project within
Superior Ave
Huron Ave
Michigan Ave
Erie Hill
Saint Clair Ave
Erie Ave
Kiwanis Park
Kiwanis Park Rd
N 23rd St
N 17th St
N 16th St
S Memorial Pl


TID 26
1/2 mile buffer
City of Sheboygan
Sheboygan County, WI
City of Sheboygan
TID 26 Parcels
TID Boundary
Parcel Lines as of 1-1-26
1/2 mile buffer
0 0.05 0.1 0.2
Miles
North
Date Exported: 2/27/2026 7:28 PM
Path: C:\Users\jcrease\Documents\Upload to Serve\Pro Projects\PlanningDevelopment\PlanningDevelopment.aprx
Geele Ave
Cleveland Park
Garden
Saemann Ave
South Calumet
Kuehne Park
North Flats
Heller Ave
Superior Ave
Erie Hill
KMD West
Vollrath West
Saint Clair Ave
Kohler Memorial Dr
Gateway
KMD South
Kiwanis Park
Ontario Ave
Erie Ave
River Bend
Wildwood
Michigan Ave
Huron Ave
Pennsylvania Ave


TID 26
Future Land Use
City of Sheboygan
Sheboygan County, WI
City of Sheboygan
TID 26 Parcels
TID Boundary
Parcel Lines as of 1-1-26
Future Land Use
Manufacturing/Industrial
Residential Development
Institutional
Commercial
Transportation
North
0 105 210 420
Feet
Superior Ave
Mehrtens Ave
Huron Ave
Michigan Ave
Erie Hill
Saint Clair Ave
Erie Ave
S Memorial Pl
Kohler Memorial Dr
Kiwanis Park
Kiwanis Park Rd
N 23rd St
N 22nd St
N 21st St
N 20th St
N 19th St
N 18th St
N 17th St
N 16th St
N 15th St
N 13th St
C and NW Railroad

SECTION 8:
Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

While the City can reallocate costs between projects as necessary, all expenditures will require separate approval by the City's Common Council. The City expects to review planned TID expenditures and projected increment within the District prior to approving capital expenditures or developer incentives to determine if it is feasible for the District to support the proposed costs.

Tax Increment District No. 26

Detailed List of Estimated Project Costs

Project Map ID	Project Name/Type	Est. Cost					
		Phase I	Phase II	Ongoing	Totals	1/2 Mile	Est. Timing
1	Development Incentive	1,600,000			**1,600,000**		2026
4	Sanitary Sewer Relay Relocation		258,845		**258,845**	258,845	2026
2,3	N. 23rd Street Repairs/Relocation/ and Sidewalks[1]		1,075,000		**1,075,000**	1,075,000	2027
N/A	TID Setup	25,000			**25,000**		2026
N/A	Ongoing Planning & Administrative Costs			40,000	**40,000**		
Total Projects		**1,625,000**	**1,333,845**	**40,000**	**2,998,845**	**1,333,845**	

Notes:

[1]The amount shown for the N. 23rd Street Repair/Relocation is TID eligible. In the cashflow it only represents the amount of the project supported over the TID life using the current tax rate and projected development value. If the TID incremental value is greater than the $8M required, it will allow for more of the project to be paid from TID funds.

SECTION 9:
Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

Key Assumptions

The initial phase of development within the District is anticipated to generate $8,000,000 of incremental value (Table 1). Assuming the City's current equalized TID Interim tax rate of $15.41 per thousand of equalized value, and no economic appreciation or depreciation, the initial phase of development would generate $2,465,600 in incremental tax revenue over the 20-year term of the District as shown in Table 2.

The cash flow exhibit (Table 3) illustrates potential project costs that can be supported by the initial phases of development within the District. Additional Project Costs can be funded if tax increment is sufficient to support the costs. The District is projected to accumulate sufficient funds by the year 2047 to pay off Project Cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected. The cash flow exhibit is an illustration of how Project Costs could be funded and does not represent a commitment by the City to proceed with a specific project or fund it in a particular manner.

Table 1 – Development Assumptions

Development Assumptions

Construction Year		Vollrath Co. Expansion	**Annual Total**	Construction Year	
1	2026	8,000,000	**8,000,000**	2026	1
2	2027		**0**	2027	2
3	2028		**0**	2028	3
4	2029		**0**	2029	4
5	2030		**0**	2030	5
6	2031		**0**	2031	6
7	2032		**0**	2032	7
8	2033		**0**	2033	8
9	2034		**0**	2034	9
10	2035		**0**	2035	10
11	2036		**0**	2036	11
12	2037		**0**	2037	12
13	2038		**0**	2038	13
14	2039		**0**	2039	14
15	2040		**0**	2040	15
16	2041		**0**	2041	16
17	2042		**0**	2042	17
18	2043		**0**	2043	18
19	2044		**0**	2044	19
20	2045		**0**	2045	20
	Totals	**8,000,000**	**8,000,000**		

Notes:

Table 2 – Tax Increment Projection Worksheet

Tax Increment Projection Worksheet

Type of District	Mixed Use		Base Value	22,807,400
District Creation Date	April 20, 2026		Economic Change Factor	0.00%
Valuation Date	Jan 1,	2026	Apply to Base Value	
Max Life (Years)	20		Base Tax Rate	$15.41
End of Expenditure Period	15	4/20/2041	Rate Adjustment Factor	0.00%
Revenue Periods/Final Year	20	2047		
Extension Eligibility/Years	Yes	3		
Eligible Recipient District	No			

	Construction Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate[1]	Tax Increment
1	2026	8,000,000	2027	0	8,000,000	2028	$15.41	**123,280**
2	2027	0	2028	0	8,000,000	2029	$15.41	**123,280**
3	2028	0	2029	0	8,000,000	2030	$15.41	**123,280**
4	2029	0	2030	0	8,000,000	2031	$15.41	**123,280**
5	2030	0	2031	0	8,000,000	2032	$15.41	**123,280**
6	2031	0	2032	0	8,000,000	2033	$15.41	**123,280**
7	2032	0	2033	0	8,000,000	2034	$15.41	**123,280**
8	2033	0	2034	0	8,000,000	2035	$15.41	**123,280**
9	2034	0	2035	0	8,000,000	2036	$15.41	**123,280**
10	2035	0	2036	0	8,000,000	2037	$15.41	**123,280**
11	2036	0	2037	0	8,000,000	2038	$15.41	**123,280**
12	2037	0	2038	0	8,000,000	2039	$15.41	**123,280**
13	2038	0	2039	0	8,000,000	2040	$15.41	**123,280**
14	2039	0	2040	0	8,000,000	2041	$15.41	**123,280**
15	2040	0	2041	0	8,000,000	2042	$15.41	**123,280**
16	2041	0	2042	0	8,000,000	2043	$15.41	**123,280**
17	2042	0	2043	0	8,000,000	2044	$15.41	**123,280**
18	2043	0	2044	0	8,000,000	2045	$15.41	**123,280**
19	2044	0	2045	0	8,000,000	2046	$15.41	**123,280**
20	2045	0	2046	0	8,000,000	2047	$15.41	**123,280**
Totals		**8,000,000**		**0**			**Future Value of Increment**	**2,465,600**

Notes:

1) Tax rates shown through the 2026 revenue year are actual per DOR Form PC-202 (Tax Increment Collection Worksheet).

Table 3 – Cash Flow

Cash Flow Projection											
	Projected Revenues		Projected Expenditures					Balances			
Year	Tax Increments	**Total Revenues**	MRO #1 2026 Vollrath $1,600,000	Capital Projects	TID Setup	Ongoing Planning & Administration	**Total Expenditures**	Annual	Cumulative	Liabilities Outstanding	Year
2026		**0**		258,845	25,000	0	**283,845**	(283,845)	(283,845)	1,600,000	2026
2027		**0**		540,000		500	**540,500**	(540,500)	(824,345)	1,600,000	2027
2028	123,280	**123,280**	98,624			1,000	**99,624**	23,656	(800,689)	1,501,376	2028
2029	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(777,533)	1,402,752	2029
2030	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(754,377)	1,304,128	2030
2031	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(731,221)	1,205,504	2031
2032	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(708,065)	1,106,880	2032
2033	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(684,909)	1,008,256	2033
2034	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(661,753)	909,632	2034
2035	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(638,597)	811,008	2035
2036	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(615,441)	712,384	2036
2037	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(592,285)	613,760	2037
2038	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(569,129)	515,136	2038
2039	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(545,973)	416,512	2039
2040	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(522,817)	317,888	2040
2041	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(499,661)	219,264	2041
2042	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(476,505)	120,640	2042
2043	123,280	**123,280**	98,624			1,500	**100,124**	23,156	(453,349)	22,016	2043
2044	123,280	**123,280**	22,016			1,500	**23,516**	99,764	(353,585)	0	2044
2045	123,280	**123,280**				1,500	**1,500**	121,780	(231,805)	0	2045
2046	123,280	**123,280**				1,500	**1,500**	121,780	(110,025)	0	2046
2047	123,280	**123,280**				11,500	**11,500**	111,780	**1,755**	**0**	2047
Totals	**2,465,600**	**2,465,600**	**1,600,000**	**798,845**	**25,000**	**40,000**	**2,463,845**				

Notes:

PROJECTED CLOSURE YEAR

LEGEND:

END OF EXP. PERIOD

SECTION 10:
Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the property within the proposed District boundary was annexed during the past three years.

SECTION 11:
Estimate of Property to Be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12:
Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Plan is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed Plan is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for mixed-use development (including, industrial, commercial, or residential development).

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13:
Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14:
How Creation of the Tax Incremental District Promotes the Orderly Development of the City

Creation of the District and the implementation of the projects in its Plan will promote the orderly mixed-use development of the City through public infrastructure improvements and providing appropriate financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses.

SECTION 15:
List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

There are no non-project costs currently contemplated with regard to any Projects in the District.

SECTION 16:
Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)

Legal Opinion Found on Following Page.

von Briesen
von Briesen & Roper, s.c. | Attorneys at Law

TAGLaw International Lawyers

Brion T. Winters
Direct Telephone
414-287-1561
brion.winters@vonbriesen.com

As of April 20, 2026

Mayor
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

RE: Project Plan for City of Sheboygan Tax Incremental District No. 26

Dear Mayor:

Wisconsin Statute §66.1105(4)(f) requires that a project plan for a tax incremental district includes an opinion provided by counsel advising as to whether the project plan is complete and complies with Wisconsin Statute §66.1105.

We have acted as counsel for the City of Sheboygan in connection with the proposed creation of Tax Incremental District No. 26 of the City of Sheboygan (the "**District**") and the review of the project plan for the District dated April 20, 2026 (the "**Project Plan**") for compliance with applicable statutory requirements.

Based upon our review, relying upon the accuracy of the statements set forth in the Project Plan, it is our opinion that the Project Plan is complete and complies with the provisions of Wisconsin Statute §66.1105.

Very truly yours,

von BRIESEN & ROPER, s.c.

Brion T. Winters

#44029007v3

411 East Wisconsin Avenue, Suite 1000 Milwaukee, WI 53202 Phone 414-276-1122 Fax 414-276-6281

SECTION 17:
Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.

Revenue Year	Sheboygan County	City of Sheboygan	Sheboygan Area School District	Lakeshore College	Total	Revenue Year
2028	26,523	53,587	38,980	4,190	123,280	2028
2029	26,523	53,587	38,980	4,190	123,280	2029
2030	26,523	53,587	38,980	4,190	123,280	2030
2031	26,523	53,587	38,980	4,190	123,280	2031
2032	26,523	53,587	38,980	4,190	123,280	2032
2033	26,523	53,587	38,980	4,190	123,280	2033
2034	26,523	53,587	38,980	4,190	123,280	2034
2035	26,523	53,587	38,980	4,190	123,280	2035
2036	26,523	53,587	38,980	4,190	123,280	2036
2037	26,523	53,587	38,980	4,190	123,280	2037
2038	26,523	53,587	38,980	4,190	123,280	2038
2039	26,523	53,587	38,980	4,190	123,280	2039
2040	26,523	53,587	38,980	4,190	123,280	2040
2041	26,523	53,587	38,980	4,190	123,280	2041
2042	26,523	53,587	38,980	4,190	123,280	2042
2043	26,523	53,587	38,980	4,190	123,280	2043
2044	26,523	53,587	38,980	4,190	123,280	2044
2045	26,523	53,587	38,980	4,190	123,280	2045
2046	26,523	53,587	38,980	4,190	123,280	2046
2047	26,523	53,587	38,980	4,190	123,280	2047
Totals	**530,464**	**1,071,748**	**779,593**	**83,795**	**2,465,600**	

CITY OF SHEBOYGAN
RESOLUTION 212-25-26

BY ALDERPERSONS DEKKER AND PERRELLA.

APRIL 20, 2026.

A RESOLUTION authorizing retaining outside legal counsel to represent the City in the matter of Sheboygan County Case 2026CV253; El Rancho LLC and Juan Negrete vs. City of Sheboygan and City of Sheboygan Common Council, and authorizing payment for said services.

RESOLVED: That the Common Council hereby authorizes the hiring of Attorney Oliver Bauer and Attorney Kelly Del Ponte of Hopp Neumann Humke LLP as outside legal counsel to represent the City in the matter of Sheboygan County Case 2026CV253; El Rancho LLC and Juan Negrete vs. City of Sheboygan and City of Sheboygan Common Council.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 711150-531200 (Liability Insurance Fund – Legal Services) in payment of same.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
RESOLUTION 213-25-26

BY ALDERPERSONS DEKKER AND PERRELLA.

APRIL 20, 2026.

A RESOLUTION authorizing the appropriate City officials to execute a Quit Claim Deed conveying a parcel of land to the Redevelopment Authority of Sheboygan to support the redevelopment of land associated with the former Mayline property.

WHEREAS, the City of Sheboygan and Redevelopment Authority of Sheboygan, in collaboration with Sheboygan County, and the Union Pacific Railroad Company, have been negotiating various real estate transactions in order to relocate a portion of the Shoreland 400 path, remove a residential use restriction, and to generally render property west of the Sheboygan River, north of Pennsylvania Avenue and east of North 13th Street ready for redevelopment; and

WHEREAS, Parcel ID Number 59281501541, is currently owned by the City and should be conveyed to the RDA prior to conveyance to the developer.

NOW, THEREFORE, BE IT RESOLVED: The appropriate City officials are authorized to execute the attached Quit Claim Deed conveying Parcel ID Number 59281501541 to the Sheboygan Redevelopment Authority.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

State Bar of Wisconsin Form 3-2003

QUIT CLAIM DEED

Document Number Document Name

THIS DEED, made between CITY OF SHEBOYGAN

("Grantor," whether one or more),

and REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN

("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Sheboygan County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION OF PROPERTY.

EXEMPT PER WISCONSIN STATUTES § 77.25(2).

Recording Area

Name and Return Address

City of Sheboygan
Attn: City Attorney
828 Center Avenue, Suite 210
Sheboygan, WI 53081

59281501541
Parcel Identification Number (PIN)

This is not homestead property.
~~(is)~~ (is not)

Dated April 20, 2026 .

CITY OF SHEBOYGAN

(SEAL) (SEAL)

* * Ryan Sorenson, Mayor

(SEAL) (SEAL)

* * Meredith DeBruin, City Clerk

AUTHENTICATION

Signature(s)

authenticated on .

*

TITLE: MEMBER STATE BAR OF WISCONSIN
~~(If not,~~
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Brion T. Winters, Esq., von Briesen & Roper, s.c.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

Personally came before me on April , 2026 ,
~~the above-named~~ Ryan Sorenson, as Mayor, and Meredith DeBruin, as City Clerk,
to me known to be the person(s) who ~~executed the foregoing~~ instrument and acknowledged the same.

*

Notary Public, State of Wisconsin
My Commission (is permanent) (expires:)

(Signatures may be authenticated or acknowledged. Both are not necessary.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

* Type name below signatures.

EXIBIT A

LEGAL DESCRIPTION

Commencing on the easterly line of North Commerce Street, one hundred (100.0) feet northwesterly of its intersection with the original north line of vacated Center Avenue, running thence northeasterly, perpendicular to said easterly line of North Commerce Street, to a point forty (40.0) feet, more or less, southwesterly of the westerly dock line of the Sheboygan River, thence Northwesterly parallel with said easterly line of North Commerce Street, twenty-two (22.0) feet, to a point forty (40.0) feet southwesterly of said westerly dock line, thence northeasterly, perpendicular to the easterly line of North Commerce Street, forty (40.0) feet, to said westerly dock line, thence southeasterly, along said dock line, forty (40.0) feet, thence southwesterly, perpendicular to the easterly line of North Commerce Street, to a point on said easterly line, eighteen (18.0) feet southeasterly of beginning, thence northwesterly, along said easterly line, eighteen (18.0) feet, to the place of beginning, being parts of Lots Three (3), Four (4) and Five (5), Block One Hundred Forty-eight (148), Original Plat of the City of Sheboygan.

#44197667v1

CITY OF SHEBOYGAN
RESOLUTION 214-25-26

BY ALDERPERSONS DEKKER AND PERRELLA.

APRIL 20, 2026.

A RESOLUTION authorizing the appropriate City officials to execute a Quit Claim Deed conveying a parcel of land to the Redevelopment Authority of Sheboygan to support the redevelopment of land associated with the former Mayline property.

WHEREAS, the City of Sheboygan and Redevelopment Authority of Sheboygan, in collaboration with Sheboygan County, and the Union Pacific Railroad Company, have been negotiating various real estate transactions in order to relocate a portion of the Shoreland 400 path, remove a residential use restriction, and to generally render property west of the Sheboygan River, north of Pennsylvania Avenue and east of North 13th Street ready for redevelopment; and

WHEREAS, Parcel ID Number 59281501650, is currently owned by the City and should be conveyed to the RDA prior to conveyance to the developer.

NOW, THEREFORE, BE IT RESOLVED: The appropriate City officials are authorized to execute the attached Quit Claim Deed conveying Parcel ID Number 59281501650 to the Sheboygan Redevelopment Authority.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number | Document Name

THIS DEED, made between CITY OF SHEBOYGAN
("Grantor," whether one or more),
and REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN
("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Sheboygan County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION OF PROPERTY.

EXEMPT PER WISCONSIN STATUTES § 77.25(2).

Recording Area

Name and Return Address

City of Sheboygan
Attn: City Attorney
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Part of 59281501650
Parcel Identification Number (PIN)

This is not homestead property.
~~(is)~~ (is not)

Dated April 20, 2026.

CITY OF SHEBOYGAN

(SEAL) (SEAL)
* * Ryan Sorenson, Mayor

(SEAL) (SEAL)
* * Meredith DeBruin, City Clerk

AUTHENTICATION

Signature(s)
authenticated on .

*
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Brion T. Winters, Esq., von Briesen & Roper, s.c.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

Personally came before me on April , 2026 ,
the above-named Ryan Sorenson, as Mayor, and Meredith DeBruin, as City Clerk,
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

*
Notary Public, State of Wisconsin
My Commission (is permanent) (expires:)

(Signatures may be authenticated or acknowledged. Both are not necessary.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

* Type name below signatures.

EXIBIT A

LEGAL DESCRIPTION

Part of vacated 12th Street between Blocks 158 and 159, and part of vacated North Commerce Street, of the Original Plat of the City of Sheboygan, located in the City of Sheboygan, Sheboygan County, Wisconsin, described as: Commencing at the Southeast corner of Section 22, T15N, R23E, thence N0°01'01"E 1237.35 feet along the East line of the Southeast 1/4 of said Section 22; thence S89°39'30"E 0.90 feet along the North right-of-way line of Pennsylvania Avenue to the POINT OF BEGINNING of this description; thence N0°18'49"E 17.47 feet; thence Northerly 29.84 feet along a 37.99 foot radius curve to the left, the chord of which bears N22°11'10"W 29.08 feet; thence N44°41'10"W 12.30 feet; thence N0°37'12"E 46.34 feet; thence Northerly 177.58 feet along a 981.45 foot radius curve to the left, the chord of which bears N4°33'48"W 177.34 feet; thence N0°37'11"E 44.57 feet; thence N89°33'41"W 1.00 feet along the South right-of-way line of Center Avenue; thence N0°37'11"E 95.99 feet; thence S31°49'53"E 139.79 feet; thence S58°10'07"W 39.85 feet; thence S0°16'53"W 277.07 feet along the West line of Block 158; thence N89°39'30"W 5.89 feet along the North right-of-way line of Pennsylvania Avenue to the point of beginning.

This described portion contains 12,732 square feet, or 0.292 acres.

#44216226v1

CITY OF SHEBOYGAN
RESOLUTION 208-25-26

BY ALDERPERSONS MITCHELL AND PERRELLA.

APRIL 13, 2026.

A RESOLUTION authorizing the purchase of 1127 South 7th Street in the City of Sheboygan from the County of Sheboygan.

WHEREAS, the City has budgeted for the purchase of the vacant land; and

WHEREAS, the funds will be drawn from Account No. 421660-621100 – TID 21 Fund-Land; and

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of Official Intent to reimburse expenditures related to the Project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves the terms and conditions of the attached Vacant Land Offer to Purchase between the City of Sheboygan and the County of Sheboygan thereby authorizing the purchase of the property.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan to purchase the property.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

Approved by the Wisconsin Real Estate Examining Board
7-1-24 (Optional Use Date) 8-15-24 (Mandatory Use Date)

WB-13 VACANT LAND OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON March 11, 2026 **[DATE] IS (AGENT OF BUYER)** ~~**(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**~~

The Buyer, City of Sheboygan,
offers to purchase the Property known as 1127 South 7th Street

[e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach as an addendum per line 682] in the City of Sheboygan, County of Sheboygan Wisconsin, on the following terms:

PURCHASE PRICE The purchase price is Forty-six Thousand and 00/100 Dollars ($ 46,000.00).

INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: None

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included or not included. Annual crops are not part of the purchase price unless otherwise agreed.

NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at lines 12-13) and the following:
None

CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented and will continue to be owned by the lessor.

"Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in an addendum per line 682.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before April 3, 2026.

~~Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.~~

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term Deadlines running from acceptance provide adequate time for both binding acceptance and performance.

CLOSING This transaction is to be closed on or before May 1, 2026
at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money transfer instructions.

EARNEST MONEY

■ EARNEST MONEY of $ 0.00 accompanies this Offer.

~~If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.~~

■ EARNEST MONEY of $ 0.00 will be mailed, or commercially, electronically or personally delivered within _____ days ("5" if left blank) after acceptance.

~~All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____) STRIKE THOSE NOT APPLICABLE~~
(listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.

~~■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.~~

■ ~~DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the~~ earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs and reasonable attorneys' fees, not to exceed $250, prior to disbursement.

■ LEGAL RIGHTS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional ~~Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.~~

TIME IS OF THE ESSENCE "Time is of the Essence" as to: ~~(1) earnest money payment(s);~~ (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: _____ _____. If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

VACANT LAND DISCLOSURE REPORT Wisconsin law requires owners of real property that does not include any buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . ., to the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding rescission rights.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) ~~other than those identified in Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer signing this Offer and that is made a part of this Offer by reference~~ COMPLETE DATE OR STRIKE AS APPLICABLE ~~and~~ _____ _____ _____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

"Conditions Affecting the Property or Transaction" are defined to include:

a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.

b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.

d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.

e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.

f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.

h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.

i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned according to applicable regulations.

j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)

k. Existing or abandoned manure storage facilities located on the property.

l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment; remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose district, such as a drainage district, that has authority to impose assessments on the Property.

m. Proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division involving the Property without required state or local permits.

n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit and there are common areas associated with the Property that are co-owned with others.

o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.

p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements other than recorded utility easements.

q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment conversion charge; or payment of a use-value assessment conversion charge has been deferred.

r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar group of which the Property owner is a member.

t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the Property or to the use of the Property such as a joint driveway, liens, and licenses.

u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an existing condition.

v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other Defect or material condition.

aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative.

[ ] **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

MANAGED FOREST LAND: If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL) program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit https://dnr.wisconsin.gov/topic/forestry.

USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Bureau or visit http://www.revenue.wi.gov/.

FARMLAND PRESERVATION: The early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/.

SHORELAND ZONING ORDINANCES: All counties must adopt uniform shoreland zoning ordinances in compliance with Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit https://dnr.wi.gov/. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland zoning restrictions, if any.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.

PROPERTY DEVELOPMENT WARNING: If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 256-281.

Proposed Use: Buyer is purchasing the Property for the purpose of: _____

_____

_____ **[insert proposed use and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 251-255.

☐ **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such development.

☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 CHECK ALL THAT APPLY: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: _____.

☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

☐ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items related to Buyer's proposed use: _____

_____.

☐ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE:

☐ electricity_____; ☐ gas _____; ☐ sewer_____;

☐ water_____; ☐ telephone_____; ☐ cable _____;

☐ other_____.

☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY ☐ rezoning; ☐ conditional use permit; ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

_____

_____ STRIKE AND COMPLETE AS APPLICABLE. Additional map features that may be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way.

CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be reported to the Wisconsin Department of Natural Resources.

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

(1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date on line 1 of this Offer that discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____ _____ (list any Property component(s) to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the written notice of election to cure.

IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.

☐ ~~**FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written commitment as described below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than $ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan~~

~~sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached~~ per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or,

(2) accompanied by Buyer's written direction for delivery.

~~Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.~~

~~**CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**~~

■ SELLER TERMINATION RIGHTS: If Buyer does not deliver a loan commitment on or before the Deadline on line 357. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ FINANCING COMMITMENT UNAVAILABILITY: If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or

(2) the Deadline for delivery of the loan commitment on line 357,

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) _____ _____ [Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of ~~access for an appraisal constitute a financing commitment contingency.~~

☐ ~~**APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised~~ at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller ~~(shall)~~ (shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure.

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase ~~price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal~~

~~report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated~~ by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:
(1) Seller does not have the right to cure; or
(2) Seller has the right to cure but:
(a) Seller delivers written notice that Seller will not adjust the purchase price; or
(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.
NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.
☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____ no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.
☐ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:
(1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
(2) Written waiver of _____ _____ (name other contingencies, if any); and
(3) Any of the following checked below:
☐ Proof of bridge loan financing.
☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.
Other: _____
_____
[insert other requirements, if any (e.g., payment of additional earnest money, etc.)]
☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.
HOMEOWNERS ASSOCIATION If this Property is subject to a homeowners association, Buyer is aware the Property may be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time ~~fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer)~~ STRIKE ONE ~~("Buyer" if neither is stricken)~~.
CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and _____.
CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:
☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.
☐ Current assessment times current mill rate (current means as of the date of closing).
☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
☐ _____.
CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.
☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein),** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

_____

_____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

■ ~~GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)~~ STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or ~~encumbrances~~ first filed or recorded after the commitment date of the title insurance ~~commitment and before~~ the deed is recorded, subject to the title insurance policy conditions, ~~exclusions and exceptions~~, provided the title company will issue the coverage. If a gap endorsement or ~~equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-523).~~

■ DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within _____days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

~~**LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights~~ under said lease(s) and transfer all security deposits and prepaid rents ~~thereunder to Buyer at~~ closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are

_____

_____. ~~Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.~~

DEFINITIONS

■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

■ BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

registered mail or make regular deliveries on that day.

■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

■ PARTY: "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-8.

INCLUSION OF OPTIONAL PROVISIONS Terms of this Offer that are preceded by an OPEN BOX (☐) are part of this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, or total acreage or square footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land dimensions, if material.

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this Offer to the seller or seller's agent of another property that Seller intends on purchasing.

MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear and tear.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

BUYER'S PRE-CLOSING WALK-THROUGH Within three days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.doc.wi.gov or by telephone at (608) 240-5830.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.

CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed upon the Property.

Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 601-608.

IF SELLER IS A FOREIGN PERSON. If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also shall pay to Buyer an amount not to exceed $1,000 for actual costs associated with the filing and administration of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.

Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

[ ] **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage fees at closing. Payment made under this provision represents an economic adjustment only and does not create any agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party beneficiary of this contract.

ADDITIONAL PROVISIONS/CONTINGENCIES This offer is contingent upon approval by the City of Sheboygan Common Council.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 664-679.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 666 or 667.

Name of Seller's recipient for delivery, if any: Alayne Krause, Sheboygan County Administrator

Name of Buyer's recipient for delivery, if any: Taylor Zeinert, Director of Planning and Development, City of Sheboygan

[ ] (2) Fax: fax transmission of the document or written notice to the following number:

Seller: (_____) _____ Buyer: (_____) _____

[ ] (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 675 or 676.

[X] (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address.

Address for Seller: 508 New York Avenue, Sheboygan, WI 53081

Address for Buyer: 828 Center Avenue, Suite 208, Sheboygan, WI 53081

[X] (5) Email: electronically transmitting the document or written notice to the email address.

Email Address for Seller: alayne.krause@sheboygancounty.com

Email Address for Buyer: taylor.zeinert@sheboygancwi.gov

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

[ ] **ADDENDA:** The attached _____ is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] Elizabeth Majerus, City Attorney

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

(x) _____ 3/10/26

Buyer's Signature▲ Print Name Here▶ Ryan Sorenson, Mayor Date▲

(x) _____ 3/10/26

Buyer's Signature▲ Print Name Here▶ Meredith DeBruin, City Clerk Date▲

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

(x) _____ 3/25/2026

Seller's Signature▲ Print Name Here▶ Alayne Krause, County Administrator Date▲

(x) _____

Seller's Signature▲ Print Name Here▶ Date▲

This Offer was presented to Seller by [Licensee and Firm] _____

_____ on _____ at _____ a.m./p.m.

This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____

Seller Initials▲ Date▲ Seller Initials▲ Date▲

CITY OF SHEBOYGAN
RESOLUTION 203-25-26

BY ALDERPERSONS RUST AND BOORSE.

APRIL 13, 2026.

A RESOLUTION approving the transfer of alcohol beverage/tobacco license.

WHEREAS, the following applicant(s) have completed the necessary forms required by the Wisconsin Department of Revenue and/or the City of Sheboygan for applying to transfer an existing alcohol beverage/tobacco license pursuant to Wis. Stat. s. 125.06; and

WHEREAS, the applicant(s) have been provided a list of necessary requirements that must be completed before issuance of such license; and

WHEREAS, City Staff has reviewed the license application(s) and can inform the Common Council that the licensee is eligible under the law to transfer their license to another premise as this would be the first permanent premise transfer within a year.

NOW, THEREFORE, BE IT RESOLVED: The Common Council does grant the alcohol beverage/tobacco license(s) for the following applicant(s) contingent upon approvals, inspections, insurance, payment of license fees and meeting State Statute requirements and Sheboygan Municipal Code.

BE IT FURTHER RESOLVED: That the City Clerk be authorized to issue the license(s) after the applicant(s) satisfy the contingency.

ALCOHOL BEVERAGE LICENSE PERMIT TRANSFER FROM PLACE-TO-PLACE
"CLASS B" LIQUOR LICENSE (June 30, 2026)

No.	Name	Address
3475	Mi Ranchito	1235 Indiana Avenue, Sheboygan transfer From place-to-place to 1515 New Jersey Avenue, Sheboygan – Bar main, basement and hall.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL
_____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
GENERAL ORDINANCE 42-25-26

BY ALDERPERSONS DEKKER AND RUST.

APRIL 13, 2026.

AN ORDINANCE amending Sections 46-1; 46-82; 46-88; 46-89; and 46-91 of the Municipal Code relating to solid waste and recycling in general.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: **AMENDMENT** "Sec 46-1 Definitions" of the Sheboygan Municipal Code is hereby amended as follows:

AMENDMENT

"Sec 46-1 Definitions

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

...

HDPE means high density polyethylene, labeled by the ~~SPI~~ resin code #2.

...

LDPE means low density polyethylene, labeled by the ~~SPI~~ resin code #4.

...

Nonresidential facilities and properties means commercial, retail, industrial, institutional, and governmental facilities and properties. Non-residential facilities and properties includes any location at which goods or services are provided or manufactured, including locations under construction, demolition, or remodeling, or used for special events such as fairs, festivals, sport venues, conferences, and exhibits. The term "nonresidential facilities and properties" does not include multifamily dwellings.

...

Office paper means high grade printing and writing papers from offices in nonresidential facilities and properties. Printed white ledger and computer printouts are examples of office paper generally accepted as high grade. The term "office paper" does not include industrial process waste, newspaper, or packaging.

Other resins or multiple resins mean plastic resins labeled by the resin code # 7.

...

PETE or PET means polyethylene terephthalate, labeled by the ~~SPI~~ resin code #1.

...

~~*PP* means polyproplylene, labeled by the SPI code #5.~~

~~*PVC* means polyvinyl chloride, labeled by the SPI code #3.~~

Plastic container means ...

Postconsumer waste means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in s. 291.01(7) Wis. Stats., waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in Wis. Stat. s. 289.01(17).

PP means polypropylene, labeled by the resin code #5.

Prohibited materials ...

PS means polystyrene, labeled by the resin code #6.

PVC means polyvinyl chloride, labeled by the resin code #3.

Recyclable materials includes lead acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS and other resins or multiple resins; steel containers; waste tires; and bi-metal containers.

...

Solid waste ...

Solid waste facility has the meaning specified in Wis. Stat. s. 289.01(35).

Solid waste treatment means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. “Treatment” includes incineration.

…”

SECTION 2: REPEAL. “Sec 46-82 Definitions” of the Sheboygan Municipal Code is hereby repealed and that section shall be listed as “reserved.”

REPEAL

“Sec 46-82 ~~Definitions~~ (Reserved)

~~The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Other resins or multiple resins* mean plastic resins, labeled by the SPI code #7.~~

~~*PS* means polystyrene, labeled by the SPI code #6.~~

~~*Postconsumer waste* means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in Wis. Stats. § 291.01(7), and waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in Wis. Stats. § 289.01(17).~~

~~*Recyclable materials* means and includes lead acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins; steel containers, waste tires; and bi-metal containers.~~

~~*Solid waste facility* has the meaning specified in Wis. Stats. § 289.01(35).~~

~~*Solid waste treatment* means any method, technique, or process which is designed to change the physical, chemical, or biological character or composition of solid waste. The term "solid waste treatment" does not include the treatment of post-use plastics or nonrecycled feedstock at a pyrolysis or gasification facility.”~~

SECTION 3: **AMENDMENT** “Sec 46-88 Responsibilities of Owners or Designated Agents of Multiple-Family Dwellings” of the Sheboygan Municipal Code is hereby amended as follows:

AMENDMENT

“Sec 46-88 Responsibilities of Owners or Designated Agents of Multiple-Family Dwellings

(a) Owners or designated agents of multifamily dwellings shall do all of the following to recycle the materials specified in section 46-83(e) through (o):

(1) Provide adequate, separate containers for the recyclable materials. The number of recycling containers shall equal or be greater than the number of trash containers and at least one of the following shall be met:

a. The minimum total volume of recycling container space is equal to 20 gallons per week per dwelling unit.

b. The ratio of trash container volume to recycling container volume is at most 2:1.

c. An alternative method that does not result in the overflow of a recycling container during the time period between collection of materials and delivery to a recycling facility.

(2) Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.

(3) Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.

(4) Notify tenants ~~of reasons to reduce and recycle solid waste,~~ which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods ~~of~~ or sites, and locations of drop-off collection sites to recycle materials not collected on-site. ~~and hours of operation, and a contact person or company, including a name, address, and telephone number.~~

(b) The requirements in subsection (a) of this section do not apply to the owner or designated agent of a multifamily dwelling if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the Wisconsin Department of Natural Resources that recovers for recycling the materials specified in section 46-87 from solid waste in as pure a form as is technically feasible. ~~material specified in section 46-83(e) through (o) is exempt from separation requirements pursuant to section 46-84.~~"

SECTION 4: **AMENDMENT** "Sec 46-89 Responsibilities of Owners or Designated Agents of Non-Residential Facilities and Properties" of the Sheboygan Municipal Code is hereby amended as follows:

AMENDMENT

"Sec. 46-89 Responsibilities of Owners or Designated Agents of Non-Residential Facilities and Properties.

(a) Owners or designated agents of nonresidential facilities and properties shall do all of the following to recycle the materials specified in section 46-83(e) through (o):

(1) Provide adequate, separate containers for the recyclable materials. The total volume of recycling containers shall be sufficient to avoid overflow during the time period between collection of materials and delivery to a recycling facility.

(2) Notify in writing, at least semi-annually, all users, tenants and occupants of the properties about the established recycling program.

(3) Provide for the collection of the materials separated from the solid waste by the users, tenants, and occupants, and the delivery of the materials to a recycling facility.

(4) Notify users, tenants, and occupants ~~of reasons to reduce and recycle,~~ which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods~~,~~ or sites, locations of drop-off collection sites to recycle materials not collected on-site. ~~and hours of operation, and a contact person or company, including a name, address, and telephone number.~~

(b) The requirements in subsection (a) of this section do not apply to the owner or designated agent of nonresidential facilities and properties if the postconsumer waste generated within the facility or property is treated at a processing facility licensed by the Wisconsin Department of Natural Resources that recovers for recycling the materials specified in section 46-87 from solid waste in as pure a form as is technically feasible. ~~material specified in section 46-83(e) through (o) is exempt from separation requirements pursuant to section 46-84.~~"

SECTION 5: **AMENDMENT** "Sec 46-91 Enforcement" of the Sheboygan Municipal Code is hereby amended as follows:

AMENDMENT

"Sec. 46-91 Enforcement

(a) For the purpose of ascertaining compliance with the provisions of this article, any authorized officer, employee, or representative of the city may inspect

recyclable materials separated for recycling, postconsumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multifamily dwellings and nonresidential facilities and properties, and any records relating to recycling activities, which shall be kept confidential to the extent permitted by law to protect proprietary information. In the event that a person refuses access to any authorized officer, employee, or representative of the city who requests access for the purpose of inspection, and who presents appropriate credentials, the authorized officer, employee, or representative may make an inference of noncompliance. No person may refuse access to any authorized officer, employee, or authorized representative of the city who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper, or interfere with such an inspection.

..."

SECTION 6: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 7: **EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
RESOLUTION 197-25-26

BY ALDERPERSONS DEKKER AND RUST.

MARCH 16, 2026.

A RESOLUTION vacating and discontinuing portions of South Taylor Drive in the City of Sheboygan.

WHEREAS, pursuant to Wis. Stat. § 66.1003(4), the Common Council of the City of Sheboygan (the "Common Council") declares that the public interest requires the vacation and discontinuance of the portions of South Taylor Drive in the City of Sheboygan described and shown in the attached Exhibit A (the "Discontinued Property"); and

WHEREAS, the vacation and discontinuance of the Discontinued Property will not result in a landlocked parcel of property; and

WHEREAS, this Resolution was first introduced before the Common Council on March 16, 2026 (the "Resolution Introduction Date"); and

WHEREAS, the hearing on the passage of this Resolution is not less than forty (40) days after the Resolution Introduction Date; and

WHEREAS, a Lis Pendens was filed with the Register of Deeds for Sheboygan County on March 12, 2026, giving notice of the pendency of the application to vacate the Discontinued Property; and

WHEREAS, a Notice of Hearing was duly published in The Sheboygan Press on April 10, 2026, April 17, 2026, and April 24, 2026, a copy of said Notice was served more than thirty (30) days prior to the hearing on the passage of this Resolution in the manner prescribed by law on the owners of all of the frontage of the lots and lands abutting upon the Discontinued Property or a waiver of notice thereof was received; and

WHEREAS, a public hearing was held before the Common Council on May 4, 2026 at 6:00 p.m. in the Sheboygan City Hall Council Chambers, 828 Center Avenue, Sheboygan, Wisconsin; and

WHEREAS, [no written objection to said discontinuance and vacation as set forth in Wis. Stat. § 66.1003(4)(c) has been filed with the City Clerk] [a written objection to said discontinuance and vacation was filed with the City Clerk as set forth in Wis. Stat. § 66.1003(4)(c), but at least two-thirds (2/3) of the members of the Common Council have voted in favor of said discontinuance and vacation].

NOW, THEREFORE, BE IT RESOLVED: That, in accordance with the authority vested in the City of Sheboygan by Wis. Stat. § 66.1003, and because the public interest requires it, the Common Council hereby vacates and discontinues the Discontinued Property.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

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EXHIBIT A

AFFECTS TAX PARCEL NO. 59281470998 AND 59281470999

LEGAL DESCRIPTION OF ROAD VACATION AREA

THAT PART OF SOUTH TAYLOR DRIVE AS RECORDED IN SHEBOYGAN COUNTY CERTIFIED SURVEY MAP, VOLUME 28, PAGES 331-339, AS DOCUMENT NO. 2061659, LOCATED IN PARTS OF THE NE 1/4, NW 1/4, AND SW 1/4 OF THE NW 1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN DESCRIBED AS FOLLOW:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 16, TOWN 14 NORTH, RANGE 23 EAST;
THENCE N88°29'52"W COINCIDENT WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16 A DISTANCE OF 1,265.35 FEET;
THENCE S03°57'07"W A DISTANCE OF 50.05 FEET TO THE NORTHWEST CORNER OF LOT 2, SHEBOYGAN COUNTY CERTIFIED SURVEY MAP RECORDED IN VOLUME 28 ON PAGES 331-339, AS DOCUMENT NUMBER 2061629 BEING THE POINT OF BEGINNING;
THENCE S03°57'07"W COINCIDENT WITH THE EAST LINE OF SOUTH TAYLOR DRIVE A DISTANCE OF 114.12 FEET;
THENCE COINCIDENT WITH SAID EAST LINE, 579.03 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 3,054.00 FEET AND WHOSE CHORD BEARS S09°23'00"W A LENGTH OF 578.17 FEET;
THENCE COINCIDENT WITH SAID EAST LINE, 336.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1,027.00 FEET AND WHOSE CHORD BEARS S24°11'26"W A LENGTH OF 334.61 FEET;
THENCE S33°33'59"W COINCIDENT WITH SAID EAST LINE A DISTANCE OF 113.70 FEET;
THENCE COINCIDENT WITH SAID EAST LINE, 353.51 FEET ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 772.96 FEET AND WHOSE CHORD BEARS S20°27'54"W A LENGTH OF 350.43 FEET;
THENCE S07°21'48"W COINCIDENT WITH SAID EAST LINE A DISTANCE OF 16.14 FEET;
THENCE S06°34'12"E COINCIDENT WITH SAID EAST LINE A DISTANCE OF 61.30 FEET;
THENCE N87°06'13"W A DISTANCE OF 81.01 FEET TO A POINT ON THE EAST LINE OF LOT 1 OF SHEBOYGAN COUNTY CERTIFIED SURVEY MAP RECORDED IN VOLUME 28 ON PAGES 331-339 AS DOCUMENT NUMBER 2061629, ALSO BEING ON THE WEST LINE OF SOUTH TAYLOR DRIVE;
THENCE N07°21'48"E COINCIDENT WITH SAID WEST LINE OF SOUTH TAYLOR DRIVE A DISTANCE OF 81.95 FEET;
THENCE COINCIDENT WITH SAID WEST LINE, 383.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 838.96 FEET AND WHOSE CHORD BEARS N20°27'54"E A LENGTH OF 380.35 FEET;
THENCE N33°33'59"E COINCIDENT WITH SAID WEST LINE A DISTANCE OF 113.70 FEET;
THENCE COINCIDENT WITH SAID WEST LINE, 314.51 FEET ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 961.00 FEET AND WHOSE CHORD BEARS N24°11'26"E A LENGTH OF 313.11 FEET;
THENCE COINCIDENT WITH SAID WEST LINE, 566.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2,988.00 FEET AND WHOSE CHORD BEARS N09°23'00"E A LENGTH OF 565.67 FEET;
THENCE N03°57'07"E COINCIDENT WITH SAID WEST LINE A DISTANCE OF 111.30 FEET TO THE NORTHEAST CORNER OF LOT 1, SHEBOYGAN COUNTY CERTIFIED SURVEY MAP RECORDED IN VOLUME 28 ON PAGES 331-339 AND AS DOCUMENT NUMBER 2061629;
THENCE S88°29'52"E A DISTANCE OF 66.06 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 2.393 ACRES (104,230 SQ.FT) OF LAND, MORE OR LESS.

WISCONSIN
TERRY L. VAN HOUT
S - 2526
GREEN BAY, WI
LAND SURVEYOR

Terry L. Van Hout, PLS
Professional Surveyor No. S-2526
Terry.VanHout@westwoodps.com
Westwood Professional Services, Inc.
1 Systems Drive
Appleton, WI 54914

DATE 02/10/2026

CHECKED:	PDN
DRAWN:	TVH

N:\0070640.01\CIVIL 3D\RW\ROAD VACATION\0070640-V-EXHIBIT.DWG

Client
BL COMPANIES
355 Research Parkway
Meriden, CT 06450

Westwood

Phone (920) 735-6900 1 Systems Drive
Fax (920) 830-6100 Appleton, WI 54914
Toll Free (800) 571-6677 westwoodps.com
Westwood Professional Services, Inc.

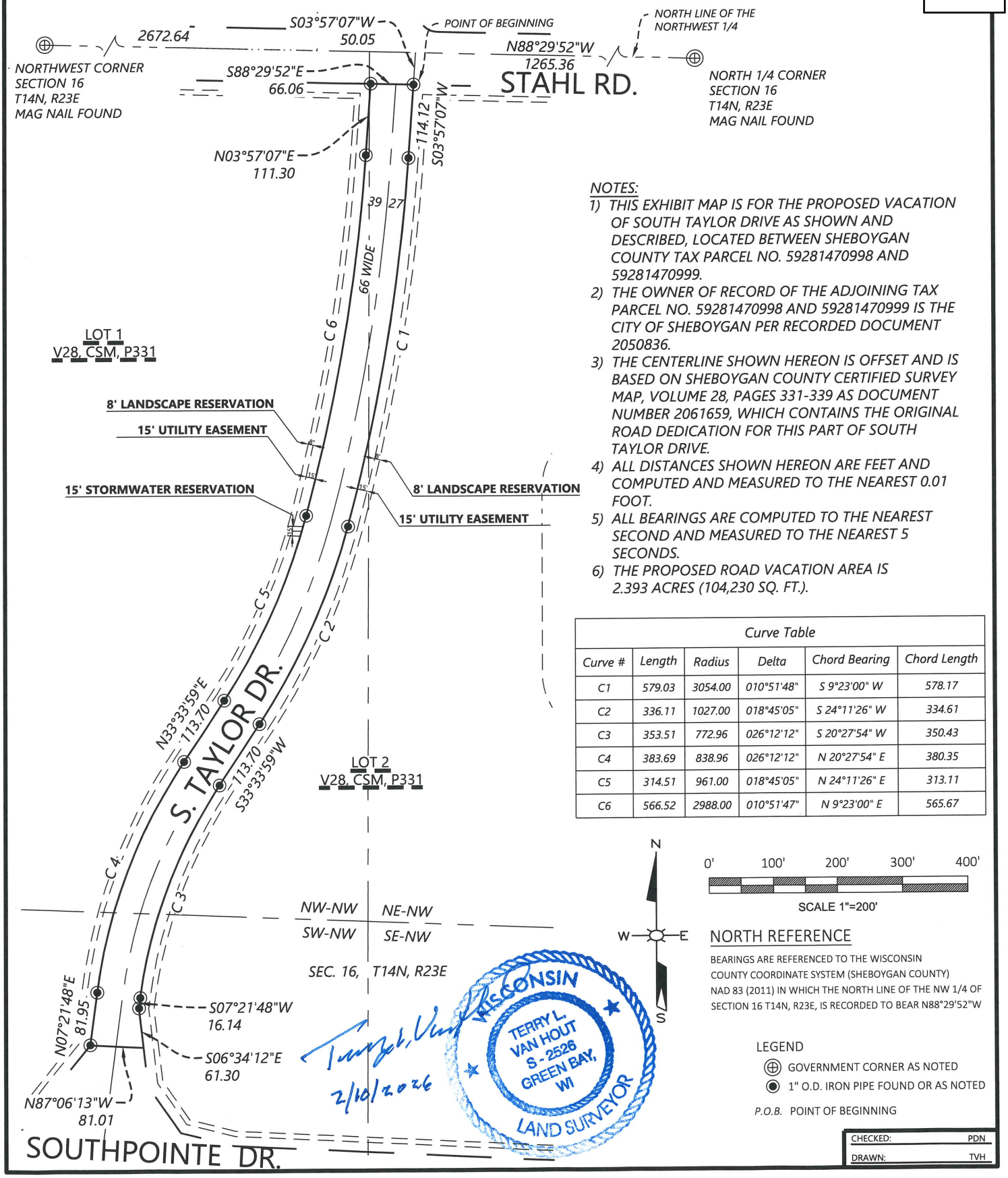
PROPOSED ROAD VACATION EXHIBIT A

SHEET NUMBER: 1 OF 2

DATE: 02/10/

PROJECT NUMBER: 0070640.01

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NOTES:

1) THIS EXHIBIT MAP IS FOR THE PROPOSED VACATION OF SOUTH TAYLOR DRIVE AS SHOWN AND DESCRIBED, LOCATED BETWEEN SHEBOYGAN COUNTY TAX PARCEL NO. 59281470998 AND 59281470999.
2) THE OWNER OF RECORD OF THE ADJOINING TAX PARCEL NO. 59281470998 AND 59281470999 IS THE CITY OF SHEBOYGAN PER RECORDED DOCUMENT 2050836.
3) THE CENTERLINE SHOWN HEREON IS OFFSET AND IS BASED ON SHEBOYGAN COUNTY CERTIFIED SURVEY MAP, VOLUME 28, PAGES 331-339 AS DOCUMENT NUMBER 2061659, WHICH CONTAINS THE ORIGINAL ROAD DEDICATION FOR THIS PART OF SOUTH TAYLOR DRIVE.
4) ALL DISTANCES SHOWN HEREON ARE FEET AND COMPUTED AND MEASURED TO THE NEAREST 0.01 FOOT.
5) ALL BEARINGS ARE COMPUTED TO THE NEAREST SECOND AND MEASURED TO THE NEAREST 5 SECONDS.
6) THE PROPOSED ROAD VACATION AREA IS 2.393 ACRES (104,230 SQ. FT.).

Curve Table

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	579.03	3054.00	010°51'48"	S 9°23'00" W	578.17
C2	336.11	1027.00	018°45'05"	S 24°11'26" W	334.61
C3	353.51	772.96	026°12'12"	S 20°27'54" W	350.43
C4	383.69	838.96	026°12'12"	N 20°27'54" E	380.35
C5	314.51	961.00	018°45'05"	N 24°11'26" E	313.11
C6	566.52	2988.00	010°51'47"	N 9°23'00" E	565.67

NORTH REFERENCE

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (SHEBOYGAN COUNTY) NAD 83 (2011) IN WHICH THE NORTH LINE OF THE NW 1/4 OF SECTION 16 T14N, R23E, IS RECORDED TO BEAR N88°29'52"W

LEGEND

⊕ GOVERNMENT CORNER AS NOTED
◉ 1" O.D. IRON PIPE FOUND OR AS NOTED
P.O.B. POINT OF BEGINNING

WISCONSIN
TERRY L. VAN HOUT
S - 2526
GREEN BAY, WI
LAND SURVEYOR

Tvh
2/10/2026

CHECKED:	PDN
DRAWN:	TVH

N:\0070640.01\CIVIL 3D\RW\ROAD VACATION\0070640-V-EXHIBIT.DWG

Client
BL COMPANIES
355 Research Parkway
Meriden, CT 06450

Westwood
Phone (920) 735-6900
Fax (920) 830-6100
Toll Free (800) 571-6677
1 Systems Drive
Appleton, WI 54914
westwoodps.com
Westwood Professional Services, Inc.

PROPOSED ROAD VACATION EXHIBIT A

SHEET NUMBER: 2 OF 2

DATE: 02/10/2026

PROJECT NUMBER: 0070640.01