



FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

April 13, 2026 at 6:00 PM

Council Chambers, 828 Center Avenue, Sheboygan, WI

Notice that the Finance and Personnel Committee will meet at 6:00 p.m. or immediately following the Public Works Committee meeting.

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

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Finance Department at 920-459-3311. Persons other than council members who wish to participate remotely shall provide notice to the Finance Department at 920-459-3311 by 12:00 p.m. on meeting day to be called upon during the meeting. All Committee members may attend the meeting remotely.

To view the meeting:

Microsoft Teams

Meeting ID: 226 855 957 237 44

Passcode: Rb7XC6Xa

OPENING OF MEETING

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes**
Finance and Personnel Committee Meetings held on March 9 and March 16, 2026
5. **Public Comment**
Limit of three minutes per person with comments limited to items on this agenda.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

- [6.](#) Report 54-25-26 by City Attorney Liz Majerus submitting the exit interview summary for the City of Sheboygan for Quarter 1 of 2026.
- [7.](#) Report 56-25-26 by City Attorney Department submitting the quarterly claims report.

- [8.](#) Res. No. 201-25-26 by Alderpersons Mitchell and Perrella accepting the Harbor Centre Business Improvement District's 2025 Financial Review Letter Report.
- [9.](#) 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.
- [10.](#) 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.
- [11.](#) 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.
- [12.](#) 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.

"LITIGATION" Documents to be referred to the Finance and Personnel Committee of the 2026-2027 Common Council

- [13.](#) 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; recommends referring to the Finance and Personnel Committee of the 2026-2027 council year.
- [14.](#) 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); recommends referring to the Finance and Personnel Committee of the 2026-2027 council year.
- [15.](#) 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); recommends referring to the Finance and Personnel Committee of the 2026-2027 council year.
- [16.](#) 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; recommends referring to the Finance and Personnel Committee of the 2026-2027 council year.
- [17.](#) Report 52-25-26 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Stores Inc. vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2026-2027 council year.
- [18.](#) R. O. No. 10-25-26 by City Clerk submitting a Summons and Complaint in the matter of Katherine Kobs v. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2026-2027 council year.

- [19.](#) 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; recommends referring to the Finance and Personnel Committee of the 2026-2027 council year.
- [20.](#) 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; recommends referring to the Finance and Personnel Committee of the 2026-2027 council year.
- [21.](#) 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; recommends referring to the Finance and Personnel Committee of the 2026-2027 council year.
- [22.](#) 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; recommends referring to the Finance and Personnel Committee of the 2026-2027 council year.

ITEMS FOR DISCUSSION ONLY

- [23.](#) City Attorney Office Quarter 1 Report

TENTATIVE DATE OF NEXT REGULAR MEETING

24. Next Tentative Meeting Date - TBD

ADJOURN MEETING

25. 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
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

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of 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,

A handwritten signature in blue ink that reads "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:

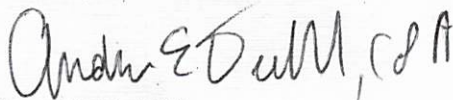
1. Confirm that check records by the Harbor Centre were consistent with what was reflected on the bank statements.
2. Confirm the income received and the expenses incurred on the income statement and balance sheet were consistent with what was on the bank statement.
3. Confirmed all check signatures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

Compu-Tek Accounting Inc.

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

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

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON March 11, 2026 [DATE] IS (AGENT OF BUYER)

2 (~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) ~~STRIKE THOSE NOT APPLICABLE~~

3 The Buyer, City of Sheboygan

4 offers to purchase the Property known as 1127 South 7th Street

5

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach

7 as an addendum per line 682] in the City of Sheboygan, County

8 Of Sheboygan Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Forty-six Thousand and 00/100

10 Dollars (\$ 46,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date

12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: None

13

14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**

15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at

17 lines 12-13) and the following:

18 None

19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**

20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be

22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage

23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not

24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations

25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in**

27 **an addendum per line 682.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer

29 on or before April 3, 2026

30 ~~Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.~~

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical

33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**

35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on or before May 1, 2026

37

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,

39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**

41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**

42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**

43 **transfer instructions.**

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ 0.00 accompanies this Offer.

46 ~~If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.~~

47 ■ EARNEST MONEY of \$ 0.00 will be mailed, or commercially, electronically

48 or personally delivered within days ("5" if left blank) after acceptance.

49 ~~All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as~~

50 ~~) **STRIKE THOSE NOT APPLICABLE**~~

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**

53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**

54 **disbursement agreement.**

55 ~~■ 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

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 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
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

- 178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____
252 _____

253 _____ **[insert proposed use**
254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**
255 **purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**
266 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: _____

268 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____
274 _____

275 **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:**

277 electricity _____; gas _____; sewer _____;
278 water _____; telephone _____; cable _____;
279 other _____

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____
293 _____

294 _____ **STRIKE AND COMPLETE AS APPLICABLE.** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
 304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
 306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
 307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
 308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
 309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
 310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
 311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
 312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
 314 **the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
 315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
 318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
 319 reported to the Wisconsin Department of Natural Resources.

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
 322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
 324 inspection of _____

325 _____ (list any Property component(s)
 326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
 328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
 329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
 332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
 334 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
 335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
 338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
 340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
 341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
 342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
 346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
 358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
 360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
 362 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

363 ~~sources of obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached~~
364 ~~per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly~~
365 ~~apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow~~
366 ~~lender's appraiser access to the Property.~~

367 ~~■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise~~
368 ~~provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments~~
369 ~~shall be adjusted as necessary to maintain the term and amortization stated above.~~

370 ~~**CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**~~

371 ~~**FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.~~

372 ~~**ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate~~
373 ~~shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if~~
374 ~~left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.~~
375 ~~The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if~~
376 ~~left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.~~

377 ~~■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer~~
378 ~~or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.~~
379 ~~This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment~~
380 ~~(even if subject to conditions) that is:~~

- 381 ~~(1) signed by Buyer; or,~~
- 382 ~~(2) accompanied by Buyer's written direction for delivery.~~

383 ~~Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy~~
384 ~~this contingency.~~

385 ~~**CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**~~
386 ~~**provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**~~
387 ~~**Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**~~

388 ~~■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.~~
389 ~~Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of~~
390 ~~written loan commitment from Buyer.~~

391 ~~■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this~~
392 ~~Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall~~
393 ~~promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of~~
394 ~~unavailability.~~

395 ~~**SELLER FINANCING:** Seller shall have 10 days after the earlier of:~~

- 396 ~~(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or~~
- 397 ~~(2) the Deadline for delivery of the loan commitment on line 357,~~

398 ~~to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same~~
399 ~~terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.~~
400 ~~If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to~~
401 ~~cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit~~
402 ~~worthiness for Seller financing.~~

403 ~~**IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after~~
404 ~~acceptance, Buyer shall deliver to Seller either:~~

- 405 ~~(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at~~
406 ~~the time of verification, sufficient funds to close; or~~
- 407 ~~(2) _____~~

408 ~~_____ [Specify documentation Buyer agrees to deliver to Seller].~~

409 ~~If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written~~
410 ~~notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain~~
411 ~~mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's~~
412 ~~appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject~~
413 ~~to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of~~
414 ~~access for an appraisal constitute a financing commitment contingency.~~

415 ~~**APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised~~
416 ~~at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated~~
417 ~~subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than~~
418 ~~the agreed upon purchase price.~~

419 ~~This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy~~
420 ~~of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting~~
421 ~~to the appraised value.~~

422 ~~■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.~~

423 ~~If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase~~
424 ~~price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal~~

425 ~~report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated~~
426 ~~by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.~~

427 ~~This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written~~
428 ~~appraisal report and:~~

- 429 ~~(1) Seller does not have the right to cure; or~~
- 430 ~~(2) Seller has the right to cure but:~~

- 431 ~~(a) Seller delivers written notice that Seller will not adjust the purchase price; or~~
- 432 ~~(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal~~
433 ~~report.~~

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____
437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

- 445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
- 446 (2) Written waiver of _____
- 447 _____ (name other contingencies, if any); and

448 (3) Any of the following checked below:

- 449 Proof of bridge loan financing.
- 450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____
453 _____

454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) ~~STRIKE ONE~~ ("Buyer" if neither is
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and _____

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

472 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.

475 Current assessment times current mill rate (current means as of the date of closing).

476 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478 _____
479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
480 **substantially different than the amount used for proration especially in transactions involving new construction,**
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
482 **assessor regarding possible tax changes.**

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 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

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

495 _____
496 _____ (insert other allowable exceptions from title, if
497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
505 lender and recording the deed or other conveyance.

506 ~~■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)~~
507 ~~**STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded~~
508 ~~after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance~~
509 ~~policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or~~
510 ~~equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516~~
511 ~~523).~~

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 ~~**LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights~~
535 ~~under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the~~
536 ~~(written) (oral) **STRIKE ONE** lease(s), if any, are~~

537 _____
538 _____ Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 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.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land
565 dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 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
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 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
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 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
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If Seller defaults, Buyer may:

- 602 (1) sue for specific performance; or
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of
651 _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage
652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any
653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party
654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES** This offer is contingent upon approval by the City of Sheboygan Common Council.
656 _____
657 _____
658 _____
659 _____
660 _____

661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
663 664-679.

664 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: Alayne Krause, Sheboygan County Administrator

667 Name of Buyer's recipient for delivery, if any: Taylor Zeinert, Director of Planning and Development, City of Sheboygan

668 (2) Fax: fax transmission of the document or written notice to the following number:

669 Seller: (_____) Buyer: (_____)

670 (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
671 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
672 line 675 or 676.

673 (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
674 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

675 Address for Seller: 508 New York Avenue, Sheboygan, WI 53081

676 Address for Buyer: 828 Center Avenue, Suite 208, Sheboygan, WI 53081

677 (5) Email: electronically transmitting the document or written notice to the email address.

678 Email Address for Seller: alayne.krause@sheboygancounty.com

679 Email Address for Buyer: taylor.zeinert@sheboyganwi.gov

680 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
681 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

682 **ADDENDA:** The attached _____ is/are made part of this Offer.

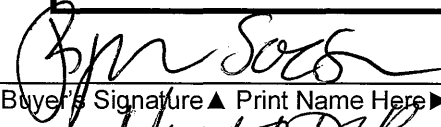
683 This Offer was drafted by [Licensee and Firm] Elizabeth Majerus, City Attorney

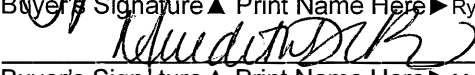
684 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions
685 sent via email. Funds wired to a fraudulent account are often impossible to recover.

686 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate
687 agent, Firm, lender, title company, attorney or other source connected to your transaction. These
688 communications are convincing and professional in appearance but are created to steal your
689 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate
690 source.

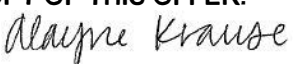
691 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU
692 calling a verified number of the entity involved in the transfer of funds. Never use contact
693 information provided by any suspicious communication.

694 **Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or**
695 **verification of any wiring or money transfer instructions.**

696 (X)  3/10/26
697 Buyer's Signature ▲ Print Name Here ► Ryan Sorenson, Mayor Date ▲

698 (X)  3/10/26
699 Buyer's Signature ▲ Print Name Here ► Meredith DeBruin, City Clerk Date ▲

700 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
701 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
702 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
703 **COPY OF THIS OFFER.**

704 (X)  3/25/2026
705 Seller's Signature ▲ Print Name Here ► Alayne Krause, County Administrator Date ▲

706 (X) _____ Date ▲
707 Seller's Signature ▲ Print Name Here ► _____ Date ▲

708 This Offer was presented to Seller by [Licensee and Firm] _____
709 _____ on _____ at _____ a.m./p.m.

710 This Offer is rejected _____ This Offer is countered [See attached counter] _____
711 Seller Initials ▲ Date ▲ Seller Initials ▲ 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 Guaranteed 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 Guaranteed Value**”) by December 31, 2027 (the “**First Phase Guaranteed 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 Guaranteed Value**”) by December 31, 2029 (the “**Final Guaranteed 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 Guaranteed 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 Guaranteed Value Date be at least the First Phase Guaranteed Value; and

(z) the Final Guaranteed 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 Guaranteed Value.

If the Equalized Value of the Property is less than the First Phase Guaranteed Value any time on or after the First Phase Guaranteed Value Date or if the Equalized Value of the Property is less than the Final Guaranteed Value any time on or after the Final Guaranteed 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 Guaranteed 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 Guaranteed Value, or

(b) the Final Guaranteed Value Date, whether as a result of an Uncured Casualty Loss or otherwise, the Equalized Value of the Property is less than the Final Guaranteed 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 Guaranteed Value (if such Shortfall Event occurs between the First Phase Guaranteed Value Date and the Final Guaranteed Value Date) or the Final Guaranteed Value (if such Shortfall Event occurs on or after the Final Guaranteed 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 Guaranteed Value or Final Guaranteed Value, as applicable, for each January 1 following a Shortfall Event, that the Equalized Value of the Property is less than the First Phase Guaranteed Value or Final Guaranteed 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 Guaranteed Value or the Final Guaranteed Value, as applicable: (i) the Default related to non-compliance with the First Phase Guaranteed Value or Final Guaranteed 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 Guaranteed Value (if such assessment occurs between the First Phase Guaranteed Value Date and the Final Guaranteed Value Date) or the Final Guaranteed Value (if such assessment occurs on or after the Final Guaranteed 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 Guaranteed Value or the Final Guaranteed Value (as applicable and 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

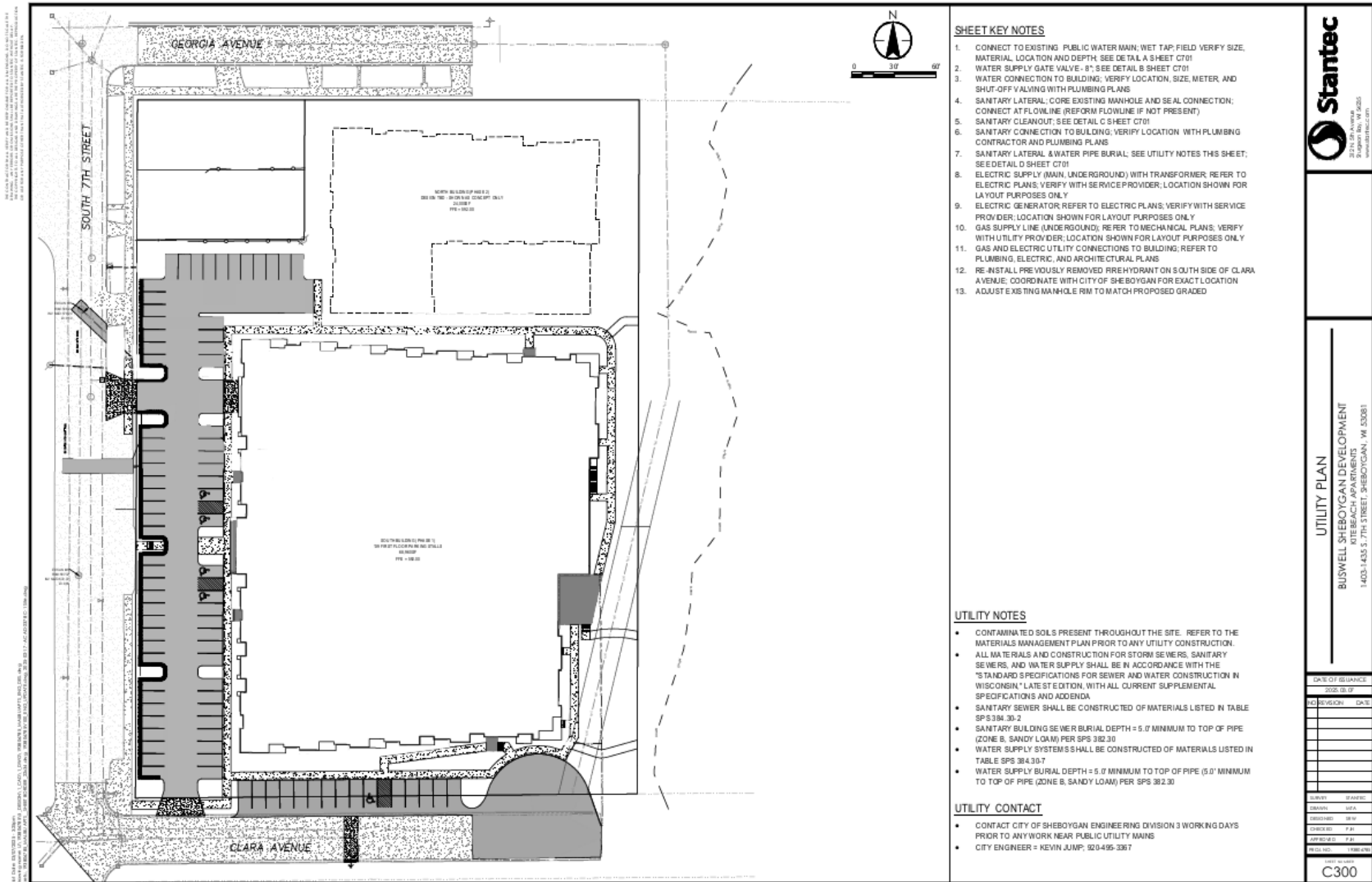


Exhibit C to First Amendment to Tax Incremental District Development Agreement

EXHIBIT D

MRO

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

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION (“MRO”)

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Amount</u>
[]	[]	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

Exhibit D to First Amendment to Tax Incremental District Development Agreement

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:

<u>Payment Date</u>	<u>Payment Amount</u>
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.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of [City Clerk]</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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
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.

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

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.

Name: 
Date: 11 / 24 25
Time: 8 : 20 AM / PM

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

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

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.

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

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

FILED

11-07-2025

Item 13.

Sheboygan County

Clerk of Circuit Court

2025CV000731

Honorable Natasha Torry

Branch 2

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

Item 14.

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

Sheboygan County
Clerk of Circuit Court
2025CV000834
Honorable George A
Limbeck
Branch 5CITY 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.

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: 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

Item 14.

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

Item 14.

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

BUSINESS		FIPCO
W. B. A.	451 (4/20/20)	11221
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Taylor Properties LLC		



COPY
Boxes checked are Applicable.
Boxes not checked are Inapplicable.

Item 14.

February 18, 2022 \$ 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:

- (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 [Signature] _____(SEAL)
 Nathan Taylor, Member
 _____(SEAL)
 _____(SEAL)
 _____(SEAL)

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

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
 Page 1 of 2

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 notices 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.

Item 14.

315 32



8 5 8 2 4 0 4
Tx:4431472

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 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

Recording Area
Name and Return Address

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

Parcel Identifier No.
59281-108590

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.**

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.



- 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 mortgage 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 tenable 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 tenable 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 is 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 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 tenable 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 fees 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:

Nathan M Taylor, Member

(SEAL)

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

OR

ACKNOWLEDGMENT

Signatures of

STATE OF Wisconsin

County of Sheboygan

authenticated this day of

This instrument was acknowledged before me on February 18, 2022

by Nathan M Taylor

Title: Member State Bar of Wisconsin or authorized under §708.06, Wis. Stats.

as Member

(Name(s) of person(s))

(Type of authority, e.g., officer, trustee, etc., if any)

This instrument was drafted by Ashley R Lawrence

of Taylor Properties LLC

(Name of party on behalf of whom instrument was prepared, if any)

Jordan A Mueller

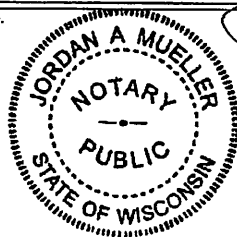
Notary Public, Wisconsin

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.

Type or print name signed above.



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.

Note/Category	Current Balance	Interest Rate	SUMMARY 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 Past Due Principal Interest To 12/01/25 Past Due Interest Escrow Past Due Escrow Total Due On 12/01/25	529.00 1,535.22 729.12 1,721.99 322.23 966.69 \$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

Account/Note Number 00000031532-00001
Payment Due Date 12/01/25

685

Please remit and make check payable to:

Amount Due \$5,804.25
Additional Prin, Int, Escrow, Fees:

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 95

Page 2 of 2

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).

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

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

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

Item 15.

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
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		FIPCCO
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) _____ (DATE) February 18, 2022 \$ 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 Nathan M Taylor
Nathan M Taylor, Member (SEAL)

(SEAL)

(SEAL)

(SEAL)

618 Roosevelt Rd

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

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

Item 15.



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Tx:4431472

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

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

Parcel Identifier No. _____
59281-108580

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.**

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.



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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 Mortgagee, to any Mortgagee and another or to another guaranteed or endorsed by any Mortgagee, plus all interest and charges, plus (c) all costs and expenses of collection or enforcement (all called the "Obligations") of this Mortgage. 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 429, 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 Mortgagee 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), Mortgagee 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. Mortgagee 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 Mortgagee 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, Mortgagee is free to select the insurance agent or insurer through which insurance is obtained. Mortgagee 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 proceed with 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 Mortgagee in and to any insurance then in force shall pass to the purchaser or grantee. If Mortgagee fails to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagee, such insurance may be acquired by Lender solely to protect the interest of Lender (it will not cover Mortgagee's equity in the Property), and Mortgagee's obligation to repay Lender shall be in accordance with paragraph 10.

8. Mortgagee's Covenants. Mortgagee 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 tenable condition and repair, and to restore and replace damaged or destroyed improvements and fixtures if it is reasonably determined by Lender that Mortgagee 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, assessments and insurance premiums when due 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 Mortgagee 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 Mortgagee in writing, and Mortgagee 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 tenable 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 Mortgagee'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 Mortgagee, Lender may deal with any transferee as to its interest in the same manner as with Mortgagee, without in any way discharging the liability of Mortgagee 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 if Mortgagee 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 Mortgagee, and to not cancel, except 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 Mortgagee 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. Mortgagee represents, warrants and covenants to Lender (a) that during the period of Mortgagee'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 Mortgagee has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagee 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 Mortgagee to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance; (e) that Mortgagee is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagee in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagee 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. Mortgagee 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 Mortgagee. If Mortgagee fails to perform any of Mortgagee'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 tenable condition and repair, and complying with all laws, ordinances and regulations affecting the Property, Lender may after giving Mortgagee 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 Mortgagee'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 Mortgagee.

11. Default; Acceleration; Remedies. If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagee fails timely to observe or perform any of Mortgagee'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 Mortgagee 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.

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 of lease for the use or occupancy of any part or all of the Property.

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.

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 indicated 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

By: Nathan M Taylor, Member

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

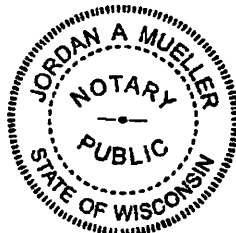
AUTHENTICATION OR ACKNOWLEDGMENT

Signatures of STATE OF Wisconsin
County of Sheboygan
This instrument was acknowledged before me on February 18, 2022 by Nathan M Taylor

Title: Member State Bar of Wisconsin or authorized under §708.06, Wis. Stats. as Member (name(s) of person(s)) (Type of capacity, e.g., officer, trustee, etc., if any)

This instrument was drafted by Ashley R Lawrence of Taylor Properties LLC (Name of party on behalf of whom instrument was executed, if any) Jordan A Mueller

Type or print name signed above.



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.

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

Page 1 of 2

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.

Note/Category	Current Balance	Interest Rate	SUMMARY 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 Past Due Principal Interest To 12/01/25 Past Due Interest Escrow Past Due Escrow Late Charges Due Total Due On 12/01/25	502.56 2,914.65 708.08 4,349.19 415.78 2,621.10 70.00 \$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

Account/Note Number 00000031533-00001
Payment Due Date 12/01/25

685

Please remit and make check payable to:

Amount Due \$11,581.36
Additional Prin, Int, Escrow, Fees:

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.

685-000000 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
SHSBOYGAN 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.

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

FILED
01-28-2026
Sheboygan County
Clerk of Circuit Court
2026CV000071
Honorable Samantha R.
Bastil
Branch 1

[Handwritten signature]
1/29/26 3:54p

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

FILED

Item 16.

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**

SUMMONS

Plaintiff,

vs.

Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

**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.

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.

FILED

01-28-2026

Sheboygan County

Clerk of Circuit Court

2026CV000071

Honorable Samantha R.

Bastil

Branch 1

Item 16.

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

Planet Home Lending, LLC
321 Research Parkway, Suite 303
Meriden, CT 06450

COMPLAINT**Plaintiff,**

vs.

Case Code 30404**(Foreclosure of Mortgage)****The amount claimed exceeds \$10,000.00**

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.

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

Loan #

MEN

[Redacted]

January 22, 2021
[Date]

Shaboygan,
[City]

Wisconsin
[State]

2325 N 6TH ST, Shaboygan, 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, 2021, 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.



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 will 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



notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Breanna Crump (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

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 #
MFR
MERS Phone: 1-888-679-6377
PIN: 59281008370
Case #:

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. \$14,977.00) 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

FHA Wisconsin Mortgage - 09/15 (rev. 6/16)
EH 19407.12

Page 1 of 15

Initials: B. C.



EXHIBIT B



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.

Initials: B.C



EXHIBIT B

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 seized 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.

19. 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, reinstates 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

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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



RECEIVED

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

FHA Wisconsin Mortgage - 6/25 (rev. 6/16)

EE 19407.12

Page 13 of 15

Initials: BC

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

[Signature]
 Notary Public
 Commission Expires 11/15/2023
 My Commission Expires: _____

Initials: B.C.



EXHIBIT B

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 pimental
Planet Home Lending, LLC
105 Maxess Rd., Suite N107
Halville, NY 11747

FHA Wisconsin Mortgage - 09/15 (rev. 6/16)
EN 19407.12

Page 15 of 15

Initials: BC

[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 thereof, 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

American Land Title Association

Commitment for Title Insurance
2021 v. 01.00 (07-01-2021)

-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 (LUSA)

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 (LUSA)

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

American Land Title Association

Commitment for Title Insurance
2021 v. 01.09 (97-01-2021)

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 Ceara 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

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 lending agent that may be in electronic form.

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Page 9 of 11

Page 9 of 11



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

Item 17.

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

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

Item 17.

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. Strohbahn

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

Email: cstrohbahn@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

Item 17.

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

Item 17.

Request for Waiver of Board of Review (BOR) Hearing

Sheboygan County
Clerk of Circuit Court
2025CV000732
Honorable Angela W.
Branch 3

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 appeal on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer shall file a 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 City of Sheboygan	County: 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 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone	Agent's telephone number (414) 271 - 2424 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone
Requestor's email address brandon.caplana@walmart.com	Agent's email address ctstrohbehn@mallerysc.com / rkarnes@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 Handwerker
Board of Review Chairperson's Signature

9/9/2025
Date

Taxpayer advised *09/09/2025*
Date

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 PM

Item 18.

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. 15CV0294

v.

(Case classification)

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081

(Code #): 30703

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

Case No. 25CV0294

Plaintiff,

v.

(Case classification)

(Code #): 30703

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081

Amount claimed is greater than (statutory threshold dollar amount for claim).

Defendant,

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 12:24

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

Attest

Ryan Sorenson, Mayor, City of Sheboygan

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

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

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.

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

FILED

11-09-2023

Sheboygan County

Clerk of Circuit Court

2023CV000596

Honorable Angela W.

Sutkiewicz

Branch 3

Item 19.

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

Item 19.

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

Item 19.

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.

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)."

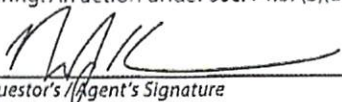
NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality City of Sheboygan	County 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 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone	Agent's telephone number (414) 271 - 2424 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone
Requestor's email address brandon.caplana@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 09 - 12 - 2023	Date Objection Form was completed and submitted 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.

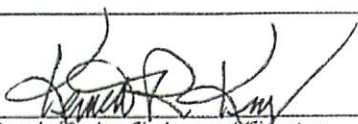

Requestor's / Agent's Signature

*If agent, attach signed Agent Authorization [Form, PA-105](#)

Decision

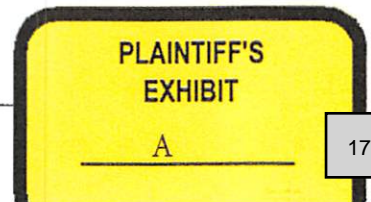
Approved Denied

Reason _____


Board of Review Chairperson's Signature

9-13-2023
Date

Taxpayer advised 9-13-2023
Date



**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

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

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.

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 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.

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

Attest

Ryan Sorenson, Mayor, City of Sheboygan

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.

MAY 22 2024

FILED
05-13-2024
Sheboygan Co. Item 21.
Clerk of Circuit Court
2024CV000270
Honorable George A
Limbeck
Branch 5

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

PROCESS SERVER
TIME 12:50 AM DATE 5/22/24
 PERSONAL SUBSTITUTE
 POSTED CORPORATE

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

Item 21.

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

Item 21.

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 08540-6531,

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 6:44
12:57

FILED
11-08-2024

Item 22.

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,

Case No.: 24-CV-
Case Code: 30301
(Money Judgment: Over \$10,000)

v.

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 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

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. Strohbahn

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

Email: cstrohbahn@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

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 City of Sheboygan	County Sheboygan
Requestor's name Wal-Mart Stores, Inc.	Agent name (if applicable) * Mallery, s.c.
Requestor's mailing address P.O. Box 8050 Bentonville, AR 72712	Agent's mailing address 731 North Jackson Street, Suite 900 Milwaukee, WI 53202
Requestor's telephone number (479) 204 - 3838 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone	Agent's telephone number (414) 271 - 2424 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone
Requestor's email address brandon.caplana@walmart.com	Agent's email address 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 09 - 06 - 2024	Date Objection Form was completed and submitted 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.

Brandon Caplana

Requestor's / Agent's Signature

*If agent, attach signed Agent Authorization Form, PA-105

Decision

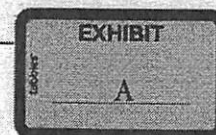
Approved Denied

Reason _____

Michael J. Henderson
Board of Review Chairperson's Signature

9-11-24
Date

Taxpayer advised 9-12-24



FILED

11-08-2024

Item 22.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Wal-Mart Stores Inc. vs. City of Sheboygan

Electronic Filing
Notice

Case No. 2024CV000669

Class Code: Money Judgment

Sheboygan County
Clerk of Circuit Court
2024CV000669
Honorable Samantha R.
Bastil
Branch 1CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 103
SHEBOYGAN WI 53081

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.

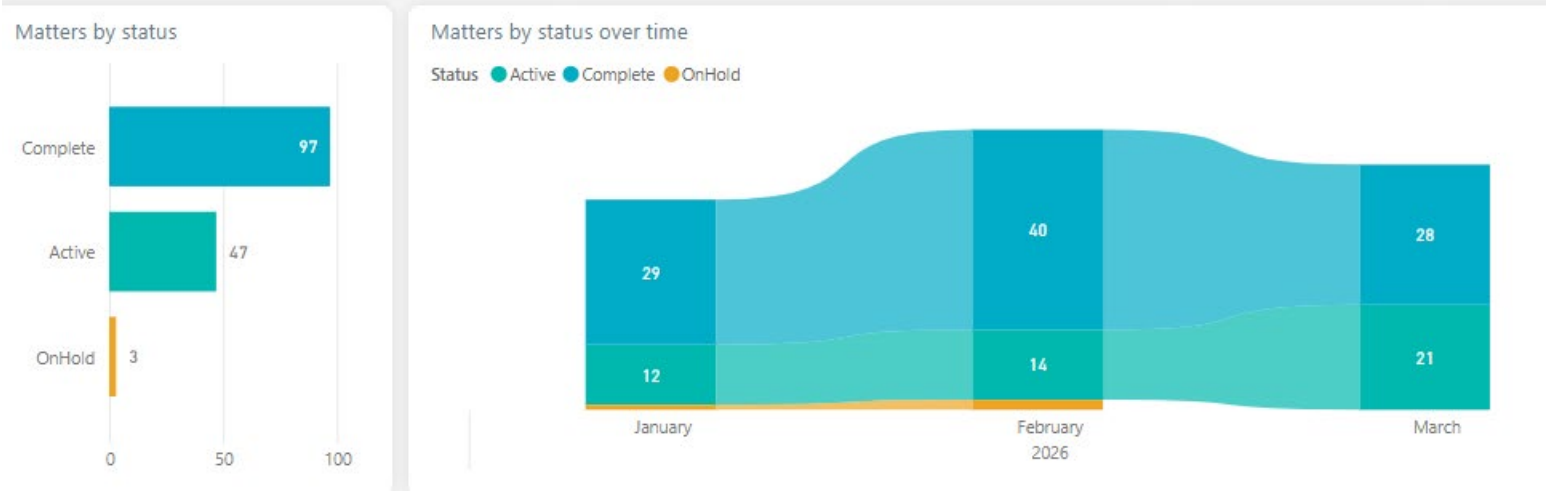
If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: November 8, 2024

City Attorney’s Office Quarterly Report Quarter 1, 2026

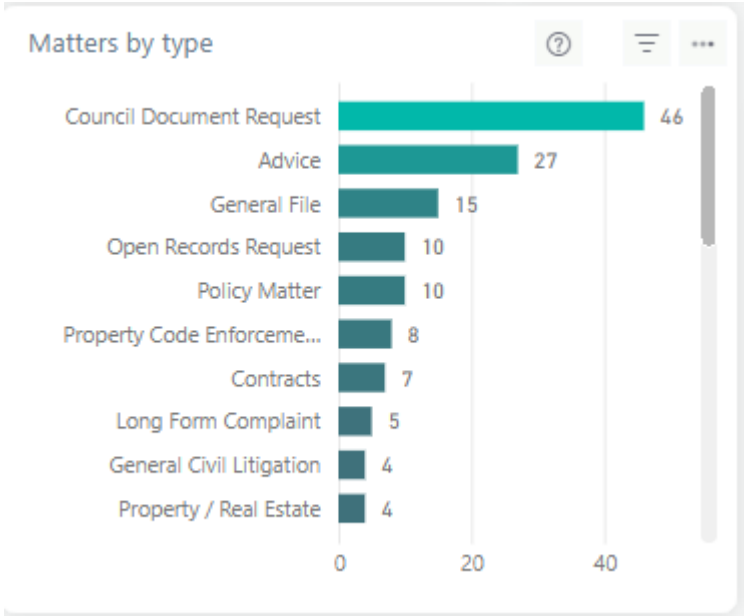
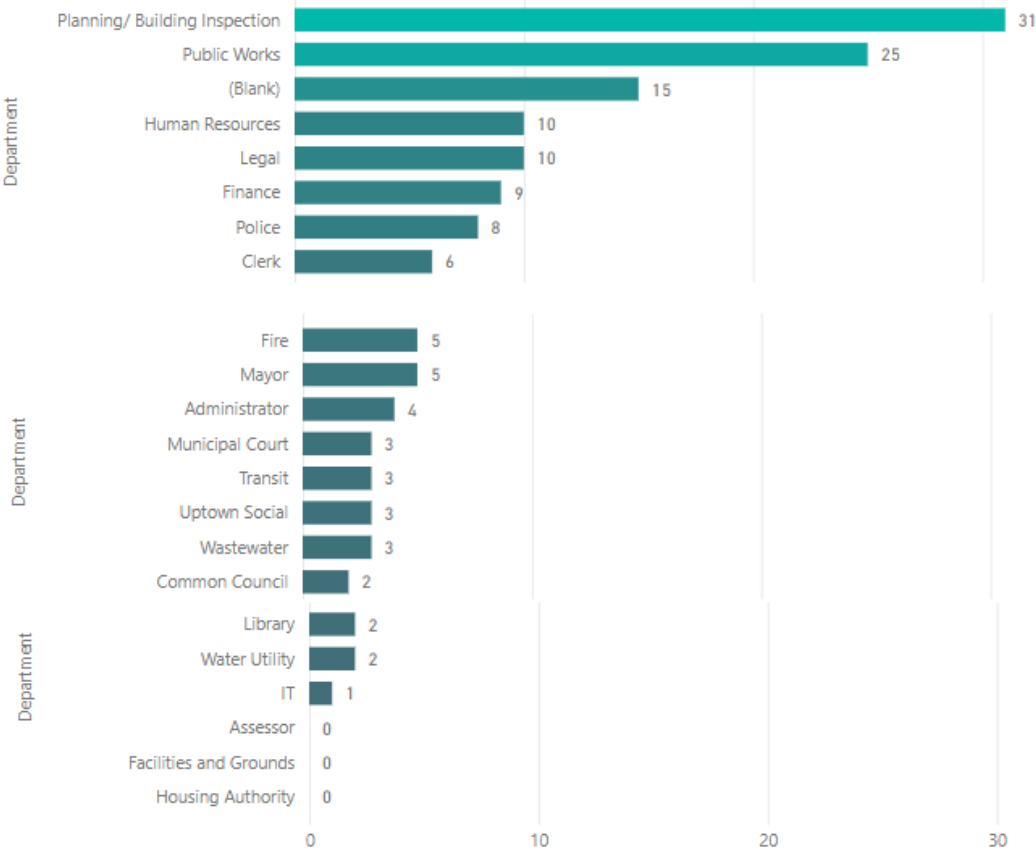
Purpose: The City Attorney’s Office (“CAO”) provides support to all City departments, elected and appointed officials, and staff on a range of issues pursuant to Wis. Stat. § 62.09(12). In addition to providing legal, strategy, and risk-management advice, the CAO drafts, edits, and reviews legal documents; prepares and reviews Council documents; represents the City in litigation; prosecutes municipal ordinance violations; drafts and reviews ordinances, resolutions, and policies. This report is intended to provide a summary of many of those tasks.

Scope: Much of the CAO’s work is managed via LawVu, our document and project management software. We are working to include legal services requests received via email, phone, or in-person within the LawVu management software to improve reporting accuracy. Quick questions, conversational issues, and the like will remain outside the scope of this report. CAO welcomes suggestions for future reporting metrics or modifications.



Municipal Prosecution Activity: 156 pretrial conferences were conducted in Q1 with 144 resolving by stipulation. 13 trials were held. Two resulted in default convictions, 2 were dismissed, 4 resulted in guilty convictions, 2 resulted in hold open (deferred prosecutions) and 3 were resolved at trial by stipulation.

Matters by department, manager, owner, region, team and created by



Department updates: Kathy Hoffman retired March 31 after 19 years of dedicated service to the City as a paralegal. We wish her all the best. Jennie Cummings joined the CAO as a paralegal March 23. Jennie has over 20 years of experience in private sector and is quickly learning the ropes.