



# REDEVELOPMENT AUTHORITY AGENDA

May 01, 2024 at 7:45 AM

City Hall  
Conference Room 305  
828 Center Avenue  
Sheboygan, WI

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Persons with disabilities who need accommodations to attend this meeting should contact the Department of City Development, (920) 459-3377. Persons other than commission, committee, and board members who wish to participate remotely shall provide notice to the City Development Department at (920) 459-3377 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

## OPENING OF MEETING

1. Roll Call: Deidre Martinez, Darrell Hofland, Jim Conway, Roberta Filicky-Peneski, James Owen, Steven Harrison, and Cleo Messner
2. Call to Order
3. Pledge of Allegiance
4. Identify potential conflict of interest

## MINUTES

5. Approval of minute from the April 3, 2024 meeting.

## ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Election of Chairperson
7. Election of Vice-Chairperson
8. Discussion and possible action on Special Event Permit # 52 for Powerboard P1 USA LLC (Michelle Petro) to use various vacant properties on South Pier from August 8, 2024 to August 12, 2024.
9. Discussion and possible action on Special Event Permit #73 for Down Syndrome Association of Wisconsin (Erika Pankratz) to use lot #9 of South Pier on September 14, 2024.
10. Discussion and possible action on conflict waiver for the Pipkorn project located on South Pier.
11. Discussion and possible action on the proposed Pipkorn Development located on South Pier.

**Closed Session:** Motion to convene into closed session under the exemption provided in Sec. 19.85(1)(e) Wis. Stats. for the purpose of negotiating the purchasing of public properties or conducting other specified public business, to-wit: Discussion regarding a potential development on South Pier where competitive and bargaining reasons require a closed session.

**Open Session:** Motion to reconvene into open session.

Discussion and possible action of closed session item.

- [12.](#) Discussion and action on the payment of the Lawn Care bill for the Redevelopment Authority properties.
- [13.](#) Discussion and possible action on business loans quarterly report and year to date financial report.

#### **NEXT MEETING**

14. To be Determined

#### **ADJOURN**

15. Motion to Adjourn

***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**  
**REDEVELOPMENT AUTHORITY MINUTES**

**Wednesday, April 03, 2024**

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**MEMBERS PRESENT:** Darrell Hofland, Deidre Martinez, Roberta Filicky-Peneski, Jim Conway, and Cleo Messner

**MEMBERS EXCUSED:** James Owen and Steven Harrison

**STAFF/OFFICIAL PRESENT:** Planning & Development Director Diane McGinnis-Casey and Community Development Planner Janet M Duellman

**OTHERS PRESENT:** Brion Winters via zoom, Joel Pipkorn, and Gary Gartman

### **OPENING OF MEETING**

1. Roll Call: Deidre Martinez, Darrell Hofland, Jim Conway, Roberta Filicky-Peneski, James Owen, Steven Harrison, and Cleo Messner

2. Call to Order

Chair Roberta Flicky-Peneski called the meeting to order at 7:57 a.m.

3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Identify potential conflict of interest

No committee member had a conflict of interest with any items on the agenda.

### **MINUTES**

5. Approval of minute from the March 20, 2024 meeting.

Motion by Darrell Hofland, second by Deidre Martinez to approve the minutes.  
Motion carried.

### **ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

6. Discussion and possible action on Special Event Permit #24 for Powerboat P1 USA LLC (Michelle Petro) to use various vacant properties on South Pier from August 8, 2024 to August 12, 2024.

*Item tabled until next meeting per Powerboat P1 request.*

7. Discussion and possible action on the proposed Pipkorn Development located on South Pier.

#### **Closed Session:**

Motion to convene into closed session under the exemption provided in Sec. 19.85(1)(e) Wis. Stats. for the purpose of negotiating the purchasing of public properties or conducting other specified public business, to-wit: Discussion

regarding a potential development on South Pier where competitive and bargaining reasons require a closed session.

Motion by Deidre Martinez, second by Jim Conway to convene into closed session.

Roll Call Vote:

Yea: Filicky-Peneski, Conway, Hofland, Martinez, and Messner  
Nay: None.

Motion Carried.

**Open Session:**

Motion to reconvene into open session.

Motion by Deidre Martinez, second by Jim Conway to reconvene into open session.

Roll Call Vote:

Yea: Filicky-Peneski, Conway, Hofland, Martinez, and Messner  
Nay: None.

Motion Carried.

**Discussion and possible action of closed session item.**

Brion Winters explained that in order for him to work on the condo documents with Joel Pipkorn, he would need both parties, the Redevelopment Authority and Joel Pipkorn to sign a conflict of interest agreement. He further stated that they would be two separate contracts and that Joel Pipkorn would be responsible for the condo documents.

The Redevelopment Authority would like to see Joel Pipkorn’s personal finances, who his private financing is through, and to have the Short-Term Rental and no subletting clauses added to the ground lease.

Joel Pipkorn asked the committee is they would extend the Exclusive Right to Negotiate another 30 days due to the ground lease and financing taking longer than expected. Redevelopment Authority had no problem extending it another 30 days.

Motion by Jim Conway, second by Darrell Hofland to extend the Exclusive Right to Negotiate to May 8, 2024 to allow time for the ground lease to be revised to include the agreed upon language. Motion carried.

**NEXT MEETING**

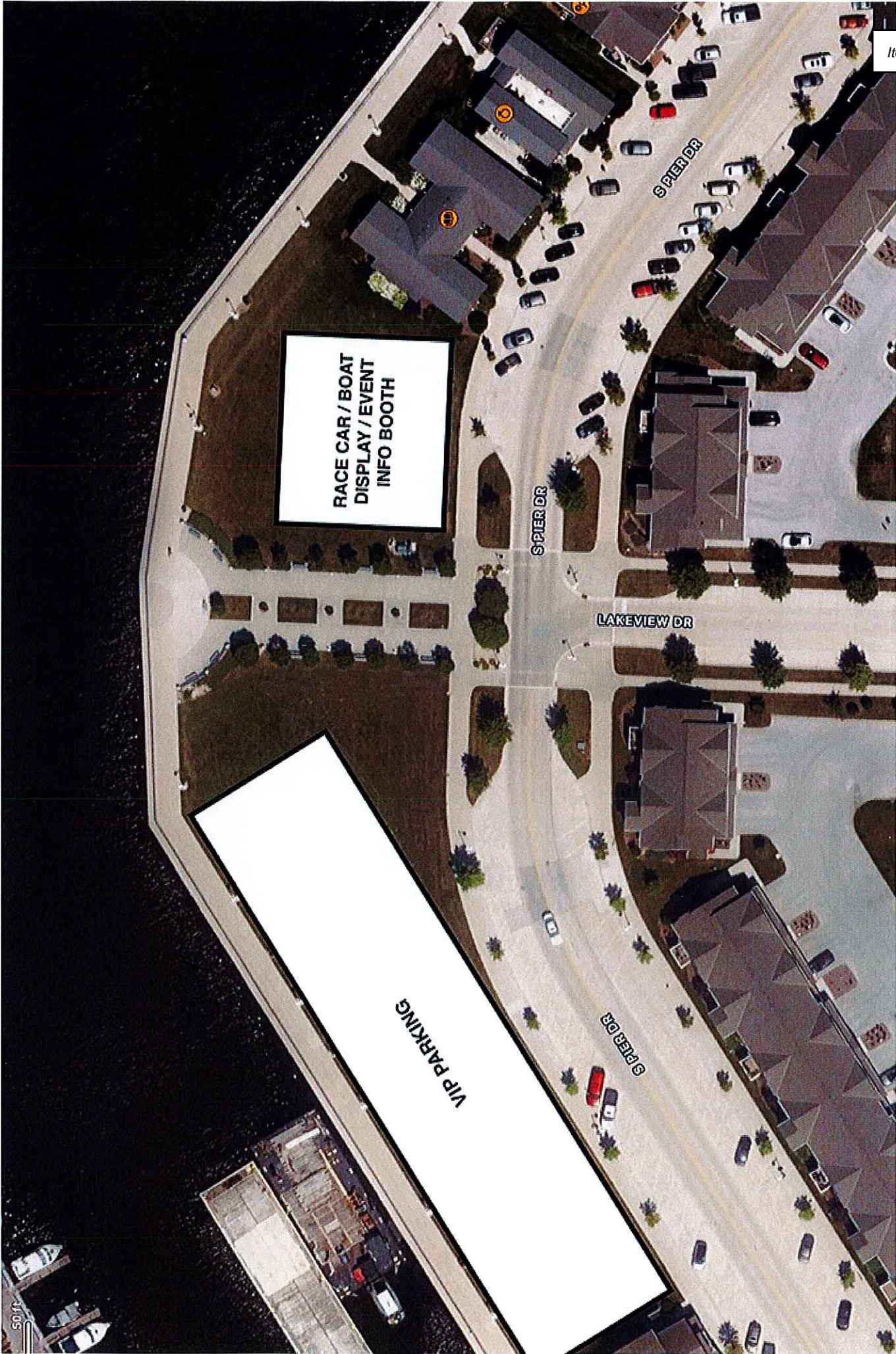
8. TBD

**ADJOURN**

9. Motion to Adjourn

Motion by Darrell Hofland, second by Deidre Martinez to adjourn. Motion carried.

Being no further business, the meeting was adjourned at 9:05 a.m.





This Application is A DRAFT

Janet's  
SP # 59  
Item 8.



# City of Sheboygan Special Event Permit Application

**TODAY'S DATE**

1/15/2024

**IS YOUR EVENT SCHEDULED LESS THAN 60 DAYS FROM NOW?**

Yes  
 No

**FIRST NAME**

Michelle

**LAST NAME**

Petro

**APPLICANT PHONE #**

(352) 572-8686

**APPLICANT EMAIL**

Michelle.Petro@powerboatp1.com

**APPLICANT MAILING ADDRESS**

2320 Clark Street, A1, Apopka, FL 32703

**APPLICANT DATE OF BIRTH**

8/26/1970

**NAME OF ORGANIZATION**

Powerboat P1 USA LLC

**ORGANIZATION ADDRESS**

2320 Clark Street, A1, Apopka, FL 32703

**TYPE OF ENTITY**

- Individual
- Registered Non-Profit
- LLC
- Corporation
- Partnership
- Other

**IS THE INDIVIDUAL ORGANIZING THE EVENT DIFFERENT FROM THE APPLICANT?**

Yes  No

**EVENT NAME**

Sheboygan Midwest Challenge

**GENERALLY DESCRIBE THE EVENT AND ITS PURPOSE:**

Powerboat Racing Sporting event

**IS YOUR EVENT A:**

- Music Concert
- Religious/Educational
- Parade
- Run or Walk
- Bike Ride
- March/Rally/Memorial
- Public Assembly for Political Purpose
- Sport Tournament (Fishing, Soccer, etc.)
- Water Activity (use of lake or river)
- Neighborhood Block Party
- Other

Check all that apply



**LOCATION OF EVENT:**  Park  Public Parking Lot  City Green  Private Property  
 Public Street, Sidewalk, Alley, or Right-of-Way  Redevelopment Authority Land  
 Other Public Property

**IS YOUR EVENT A SINGLE OCCURRENCE OR WILL YOU HAVE SEVERAL OCCURRENCES OF THE EVENT IN THE CALENDAR YEAR?**  Single Occurrence  
 Multiple Occurrences

**EVENT START DATE**  
 8/9/2024

**EVENT END DATE**  
 8/11/2024  
 If ending on the same date as the start day, pick the same.

**DO YOU REQUIRE ADDITIONAL DATES FOR SET-UP OR TAKE-DOWN OF THE EVENT?**  Yes  No  
 This would include tent or activity set-up and take-down

**SET-UP DATE**  
 8/8/2024  
 First date needed for set-up

**TAKE-DOWN DATE**  
 8/12/2024  
 Last day needed for event take-down

**WHAT IS THE ESTIMATED DAILY ATTENDANCE FOR THIS EVENT**  
 20000

**WHAT IS THE ESTIMATED TOTAL ATTENDANCE FOR THIS EVENT**  
 55000

**ADDITIONAL ORGANIZATION(S) SPONSORING EVENT, INCLUDING ADDRESSES**

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**IS YOUR ORGANIZATION TAX-EXEMPT AND ABLE TO PROVIDE PROOF OF TAX-EXEMPT STATUS?**  Yes  No

**MAY WE SHARE YOUR EVENT ON SOCIAL MEDIA OUTLETS (CITY WEBSITE/FACEBOOK/VISIT SHEBOYGAN)?**  Yes  
 No

**PLEASE PROVIDE A LINK TO YOUR WEBSITE, FACEBOOK EVENT, ETC. FOR PROMOTIONAL USE.**  
 P1Offshore.com, Class1World.com

**You MUST attach a detailed map or diagram of your event indicating the specific location, layout of the event, the direction of the route (including all turns and the number of traffic lanes to be used). Any concessions, service tents, and other temporary structures must be indicated on the diagram. The diagram will be due completed with signed special event policies and procedures form.**

UPLOAD DETAILED PLAN



2024-sheboygan-overall-site-plan.pdf

Visit heygov.co/sheboyganwi.gov/fr\_01hm8wadff62pqjv3tv6jdfqz to view or download full files.

IF THE EVENT TAKES PLACE ON CITY PROPERTY (PARKS, CITY STREETS OR RIGHT-OF-WAYS, OR OTHER CITY OWNED FACILITIES) IN WHOLE OR IN PART:

- Checkboxes for event location suitability and requested changes.

NOTE: Either the primary or secondary onsite contact must be present at all times during the event.

FIRST NAME

Michelle

LAST NAME

Petro

ONSITE PRIMARY CONTACT PHONE # (352) 572-8686

ONSITE PRIMARY CONTACT ADDRESS 2320 Clark Street , a1, Apopka, FL 32703

ONSITE PRIMARY CONTACT EMAIL Michelle.Petro@powerboatp1.com

FIRST NAME

Stuart

LAST NAME

Halley

ONSITE SECONDARY CONTACT PHONE # (920) 602-7945

ONSITE SECONDARY CONTACT ADDRESS 2320 Clark Street , A1, Apopka, FL 32703

ONSITE SECONDARY CONTACT EMAIL Stuart.Halley@powerboatP1.com

PARK(S) REQUESTED

- Grid of checkboxes for various park locations including Deland Community Center, Deland Greenspace, etc.

**HAVE YOU SECURED YOUR PARK RESERVATIONS?**  Yes  No

If NO, call the DPW office immediately at 920-459-3440

**WILL YOUR EVENT HAVE ACTIVITIES IN A PARK OUTSIDE OF NORMAL OPERATING HOURS?**  Yes  No

If yes, what hours are you requesting?

**WILL YOUR EVENT HAVE ANIMALS INCLUDED OR ALLOWED?**  Yes  No

If yes, what types of animals?

**WILL YOUR EVENT HAVE A TENT/CANOPY LARGER THAN 100 SQUARE FEET, FENCING, OR OTHER TEMPORARY STRUCTURE?**  Yes  No

If yes, what structure?

**PLEASE ATTACH A COPY OF YOUR TICKET INFORMATION FROM DIGGER'S HOTLINE.**

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**WILL YOUR EVENT HAVE HIGH-RISK ACTIVITIES SUCH AS BOUNCE HOUSES, ROCK WALLS, DUNK TANKS, ETC.?**  Yes  No

If yes, what activities?

**WILL YOUR EVENT BE USING CONES AND/OR BARRICADES?**  Yes  No

The Department of Public Works has equipment that is available to be rented for an event. Below is a table of the costs and quantities that may be available for your event. Note, there is a minimum fee of \$25.00 for equipment rentals. (Ex. One large grill is \$20, but if that is all you are requesting the total will be \$25.00)

You will receive an online payment request for the equipment rental. Keep an eye on your inbox.

GRILLS			
\$10 Each	Chicken Grill	2'x4' sections	8 sections
\$20 Each	Large Grill	18"x40" sections	10 sections
TABLES & SEATING			
\$18 Each	6' Picnic Combo	Table and attached benches	100 available
\$13 Each	10' Straight Table	22" Wide, 30" High, 10' Long	110 available
\$8 Each	10' Straight Bench	12" Wide, 19" High, 10' Long	100 available
\$8 Each	4' Park Bench	Bench w/backrest	150 available
\$200 / Rental	320 Chairs	White Plastic, \$20.00 charge for each missing chair	1 available
STAGES			
\$400 / Rental	Mobile Stage	24' x 32', 40" high	1 Available
\$60 / Rental	Drum Stage	16' x 8', 12 or 18" high	1 Available
\$250 / Rental	Wood Stage	28' x 12', 36" high	1 Available
\$50 / Rental	Dance Floor (½ Floor)	17.5' x 36' (DPW does not setup Dance Floors)	2 Available
\$100 / Rental	Dance Floor (Full Floor)	35' x 36' (DPW does not setup Dance Floors)	1 Available
MISCELLANEOUS			
\$10 Each	Snow Fence w/stakes	50' Roll	
\$100 Each	Bleachers	16' long, 5 rows	6 Available
\$0 Each	Garbage Cans	Event Organizers are responsible for hauling away any accumulated trash from their event or contract with private entities for haul-away service.	
\$0 Each	Recycling Cans		

I AM INTERESTED IN RESERVING EQUIPMENT FOR MY EVENT  Yes  No

I AM WOULD LIKE TO REQUEST THE FOLLOWING:

Chairs / park benches Bleachers Snow fencing

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Public Works staff will contact you if the equipment is available and the total fee for the rental

IS YOUR EVENT REQUESTING TO CLOSE A PORTION OF CITY RIGHT OF WAY OR PUBLIC THOROUGHFARE?  Yes  No

LIST ANY RIGHT OF WAY THAT MAY BE CLOSED OR OTHERWISE AFFECTED BY YOUR EVENT

FOr discussion - Closure of some roads for Friday night block party

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CLOSURE START DATE

8/9/2024

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CLOSURE START TIME

14:00

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CLOSURE END DATE

8/9/2024

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CLOSURE END TIME

22:00

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Please download the form at the link below and take it around to local establishments to see if there are objections to the closure and have them sign off on the form.

[List of adults contacted link.](#)

**WILL YOUR EVENT HAVE A PARADE?**  Yes  No

**WILL YOUR EVENT BE HAVING A BON FIRE?**  Yes  No

**WILL YOUR EVENT BE HAVING ANY OPEN FLAMES?**  Yes  No

If yes, please describe use of the open flame

**WILL YOUR EVENT BE HAVING A FIREWORKS OR PYROTECHNIC DISPLAY?**  Yes  No

Fireworks Display Permit MUST be completed 45 days prior to the event.

**WILL YOUR EVENT BE HAVING ACTIVITIES ON THE RIVER/LAKE?**  Yes Powerboat racecourse  No

If yes, please describe the activities.

Any events taking place partially or wholly on the river/lake are required to apply for a Marine Event with the U.S. Coast Guard.

**WILL YOUR EVENT BE USING A GENERATOR(S) AND/OR ADDITIONAL ELECTRICAL FACILITIES (AMPS, LIGHTING, PA SYSTEM, ENTERTAINMENT)?**  Yes  No

**Electrical and Generator Safety**

- Use high quality extension cords that are rated for the electrical draw that will occur.
- Use as few extension cords as possible (One 50' vs two 25').
- Ensure connections are tight.
- Ensure cords are not in a place where damage might occur (being walked on, driven over, pinched).
- Ensure cords are not posing as a trip hazard.
- Use high quality power strips if needed.
- Use as few power strips as possible.
- Ensure generator is used in a well-ventilated area to avoid buildup of Carbon Monoxide.
- Ensure generator is used outdoors and not in an enclosed building.
- Ensure generator is cool before refueling.
- Ensure the load capacity of the generator is not exceeded.
- Follow manufacturer recommendations for extension cords, power strips, and generators.

If there are any questions, please contact Division Chief Nic Noster, 920-459-3321

**WILL YOUR EVENT HAVE OPERATION OF AMUSEMENT MACHINES, DEVICES, OR MECHANICAL GAMES?**  Yes  No

**WILL YOUR EVENT BE SERVING FOOD AND/OR NON-ALCOHOLIC BEVERAGES?**  Yes  No

If yes, you will need to contact the County Health Department 920-459-3207 or visit the website here.

**WILL YOUR EVENT BE SERVING ALCOHOLIC BEVERAGES?**  Yes  No

If yes, you will need to contact the Clerk's Office to determine if a Temporary Class B or Extension of Premises application is needed. The Clerk's Office can be contacted at ClerksDept@ci.sheboygan.wi.us or 920-459-3361.

**WILL YOUR EVENT HAVE VENDOR RELATED SALES?**  Yes  No

If yes, review the list of exemptions for a transient vendor permit here.

If your vendor sales would NOT be exempt, complete a Special Event Transient Vendor by contacting the Clerk's Department at ClerksDept@ci.sheboygan.wi.us or 920-459-3361 to obtain a permit application.

Online permit application - **coming soon!**

**WILL YOUR EVENT HAVE CARNIVAL/CIRCUS ACTIVITIES?**  Yes  No



**WILL YOUR EVENT REQUIRE EXCLUSIVE USE OF THE PARKING LOT(S), OR A PORTION THEREOF, REQUESTED?**

- Yes Lot 13
- No

If yes, which lot(s)

**DETAIL THE REQUESTED PARKING LOT AREA TO BE EXCLUSIVE TO YOUR EVENT'S USE:**

Block party use Friday Aug 9th

**WILL YOUR EVENT HAVE A TENT/CANOPY LARGER THAN 100 SQUARE FEET OR OTHER TEMPORARY STRUCTURE ON A PUBLIC PARKING LOT?**

- Yes
- No

**DO YOU REQUIRE PARKING METERS TO BE COVERED?**  Yes  No

Parking meter stalls can be covered and events may be charged up to \$5/day per stall (less than 10 stalls) or \$2.50/day per stall (10+ stalls). Contact the Parking Utility for meter numbers or questions at 920-459-3285. Request meters to be covered separately from this application here.

*RDA property  
#5, #8, #4, #7*



**WILL YOUR EVENT HAVE A TENT/CANOPY LARGER THAN 100 SQUARE FEET, FENCE, OR OTHER TEMPORARY STRUCTURE?**

Yes

No

If yes, describe the temporary structure that will be placed.

The Event Organizer shall submit a General Liability Insurance Policy Certificate with a minimum of \$1,000,000 AND an insurance endorsement either:

- naming the Redevelopment Authority as an additional insured party for all event dates (including setup and teardown), OR
- evidencing blanket additional insured coverage

Some activities may require additional insurance. The City of Sheboygan will work with you on a case by case basis. The City of Sheboygan must also be listed as the Certificate Holder with the address listed as: Redevelopment Authority 828 Center Avenue, Sheboygan, WI 53081.

The Planning and Development Department must receive this certificate and endorsement at least 60 days prior to the event date.

**INSURANCE CERTIFICATE**

**INSURANCE ENDORSEMENT**

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**Hold Harmless - Redevelopment Authority Land**

To the extent permitted by law, Michelle Petro of Powerboat P1 USA LLC agrees to indemnify and hold harmless the City of Sheboygan ("City"), the City of Sheboygan Redevelopment Authority ("RDA"), and the City and the RDA's officers, employees, and agents against any and all claims arising out of the undersigned's use of the property described

RDA Property 5 RDA Property 7 RDA Property 4 RDA Property 8 . By signing this agreement, the undersigned acknowledges having read it in its entirety, giving the terms due consideration, understanding the terms, and understanding that the undersigned is freely and voluntarily giving up certain rights. The undersigned further represent being authorized to sign this agreement. The undersigned intends that this agreement shall be binding upon all of the undersigned's successors, heirs, assigns, receivers, and the like.

**HAVE SIGNED THIS AGREEMENT ON**

2/19/2024

**SIGNATURE FOR HOLD HARMLESS - REDEVELOPMENT AUTHORITY LAND**

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If your page is blank, please select continue.

There were no questions in this section that apply to your event.

**WILL YOUR EVENT HAVE TEMPORARY DIRECTIONAL OR OTHER SIGNAGE FOR THE EVENT?**

Yes

No



Signage allowed for events must meet the below requirements:

- One sign, not to exceed 32 square feet, at the site of the event for the purpose of advertising the upcoming event.
- Signage regarding event advertisement is limited to being placed during the event setup/takedown timeframe.
- Signage regarding products or services of event sponsors is limited to being placed during the event setup/takedown timeframe.
- Directional signage must not impair vision or create a public nuisance.
- **ALL signage must be removed immediately following the event.**

**DESCRIBE THE NUMBER OF SIGNS, TYPE OF SIGN(S), SIZE OF SIGN(S), AND DATE OF SIGN PLACEMENT AND REMOVAL.**

4 - ramp closure signs, several road closure signs for block party

I understand the filing of this application does not ensure the issuance of this permit. I also understand that all Special Event organizers and participants must comply with all applicable city ordinances, traffic rules, park rules, state health laws, fire codes and liquor licensing regulations. I further understand that an incomplete application may be cause for denial of the event.

**HOLD HARMLESS/INDEMNIFICATION AGREEMENT**

The undersigned sponsor of an organized special event acknowledges that the City of Sheboygan has adopted a Resolution granting such sponsor permission to hold a special event utilizing the streets, sidewalks and/or other properties or rights of way of the City of Sheboygan. It is understood that such permission is conditioned upon the sponsor agreeing to indemnify and hold the City harmless from any and all claims, suits, or actions for damage or injury associated with the organized special event. It is understood and agreed that the undersigned sponsor of an organized special event shall save the City of Sheboygan harmless and indemnify the City for any loss, cost, or damage that may arise out of or in connection with the organized special event to be held on the streets, sidewalks and/or other properties or rights of way of the City of Sheboygan between the dates of 8/8/2024 and 8/12/2024 . Further, the undersigned sponsor hereby releases the City, its agents, and employees from any liability whatsoever associated with the organized special event and agrees that the City shall not be liable for any loss, damage, or injury to the person or property of anyone arising out of or resulting from the sponsor's use of the City streets and or sidewalks for its organized special event. Further, the undersigned also agrees to pay all reasonable expenses and attorney's fees incurred by the City if the undersigned shall default under the provisions of this agreement. IN WITNESS WHEREOF, on behalf of Powerboat P1 USA LLC of 2320 Clark Street , A1, Apopka, FL 32703 ,

**HAVE SIGNED THIS AGREEMENT ON**

1/15/2024

**SIGNATURE FOR INDEMNIFICATION**


Signed electronically on 1/15/2024

**WEATHER RELATED ISSUES: RAIN, SNOW SEVERE STORMS, TORNADOES, ETC.**

- If the weather forecast includes bad weather, will the event be cancelled?
- If so, how will attendees be notified?
- Develop a plan for the sudden onset of severe weather.
- Where will the people go and who is designated to assist in their safe arrival at the safe refuge place?
- Is there an area of safe refuge in case of a tornado?

**MEDICAL ISSUES**

- Where will ambulance access to the event be in case one is needed?
- Who will conduct crowd control in the event of a medical emergency?
- Will a first aid station, with trained first aid provider, be provided at the event? Where?
- If applicable, is there adequate shade to prevent heat stroke?
- Will water be provided? Where?

**CROWD CONTROL**

- Who will monitor the barricades?
- Who will work the entry gates?
- Maintain egress and access?
- Who will patrol the area to prevent incidents from getting out of control?
- Develop a plan for those patrolling the crowd of what to do if they encounter unruly behavior.
- Have communications equipment.

**DO YOU WANT TO DISCUSS HAVING AN AMBULANCE/FIRE TRUCK PRESENT AT THE EVENT?**  Yes  No

Please contact Division Chief Nic Noster, 920-459-3321

**SECURITY**

- Will there be Police Officers providing security? If so, contact the Police Department for applicable requirements or guidelines relation to the number necessary.
- If volunteers or private agencies provide security, will they have appropriate phone numbers for EMS, Fire, and Police?
- If applicable, what will security officials do if non-paying attendees breach the gate/perimeter?
- If a complaint is received, for example, for loud music, how and who will handle the complaint?
- Provide communications equipment. Portable radios, cell phones, and access to landlines.
- If applicable, secure monies in an area not accessible to the attendees.

**LOGISTICS**

- Where will there be, or will there be, a staging area for support staff?
- What time will the crowd be disbursed and by whom?
- Who will conduct clean-up?
- Remember to maintain fire lanes and access roads.
- Appoint one person to oversee and take responsibility for the event. Who?
- Will an adequate amount of restroom facilities be provided? Where?
- Is there adequate safe parking provided? Where?

**ATTACH A COPY OF YOUR CONTINGENCY PLAN**

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The event organizers shall obey all laws, rules, regulations, and special orders given by the City of Sheboygan officials for the safety and health protection of the citizens. Such laws, rules, regulations, orders, and recommendations may either be written or verbal form and the decision of the City officials shall be final and conclusive.

Event organizer(s) who obtain permission to host an event shall comply, and shall ensure all attendees of the event comply, with all applicable public health guidance in effect at the time of the rental. This includes – but is not limited to – guidance issued by the Sheboygan County Health Officer, the State of Wisconsin, and the federal government (including, but not limited to, the Centers for Disease Control).

Fees for all shelters or fieldhouses deemed unavailable for outside use by the Department of Public Works during the duration of the event shall be paid by the sponsoring organization. Any Greenspace fees are charged for the use of Kiwanis or Deland Park property due to the events' impact on regular recreational use.

The Event Organizer shall submit a General Liability Insurance Policy Certificate with a minimum of \$1,000,000 AND an insurance endorsement either:

- naming the City of Sheboygan as an additional insured party for all event dates (including setup and teardown), OR
- evidencing blanket additional insured coverage

Some activities may require additional insurance. The City of Sheboygan will work with you on a case by case basis.

The City of Sheboygan must also be listed as the Certificate Holder with the address listed as:

City of Sheboygan  
 828 Center Avenue,  
 Sheboygan, WI 53081.

The Department of Public Works must receive this certificate and endorsement at least 60 days prior to the event date.

**INSURANCE CERTIFICATE**

**INSURANCE ENDORSEMENT**

_____	_____
_____	_____
_____	_____

At all times, a member of the organization's staff shall be patrolling any water banks as a safety measure.

The event sponsor must plan for safe arrival, departure, and parking of the event attendees, participants, and vendors. Adequate, trained personnel shall be provided to control and regulate parking of vehicles in approved areas. No heavy vehicles are permitted on park turf areas. The City of Sheboygan prohibits vehicles from parking on playing fields and other specific parkland. Some grassy areas allow parking under specific conditions with AT LEAST 60 DAYS PRIOR APPROVAL by the Department of Public Works.

Please attach any information that you wish to have the City consider or you believe may be relevant to your event application.

**I AM ENCLOSING OTHER INFORMATION THAT I BELIEVE IS NECESSARY OR HELPFUL TO DESCRIBE THE PLANNED EVENT**

\_\_\_\_\_

\_\_\_\_\_

The Undersigned represents and warrants that they have full power, authority, and right to bind the event-sponsoring entity to the terms and conditions of this Agreement and that such execution is sufficient and legally binding on the event-sponsoring entity. The information contained in this application for a Special Event permit is true, correct, and complete to the best of my knowledge. If there are any changes to the Special Event, I agree that I will promptly notify the City of Sheboygan of these changes and request approval of them.

**SIGNATURE**

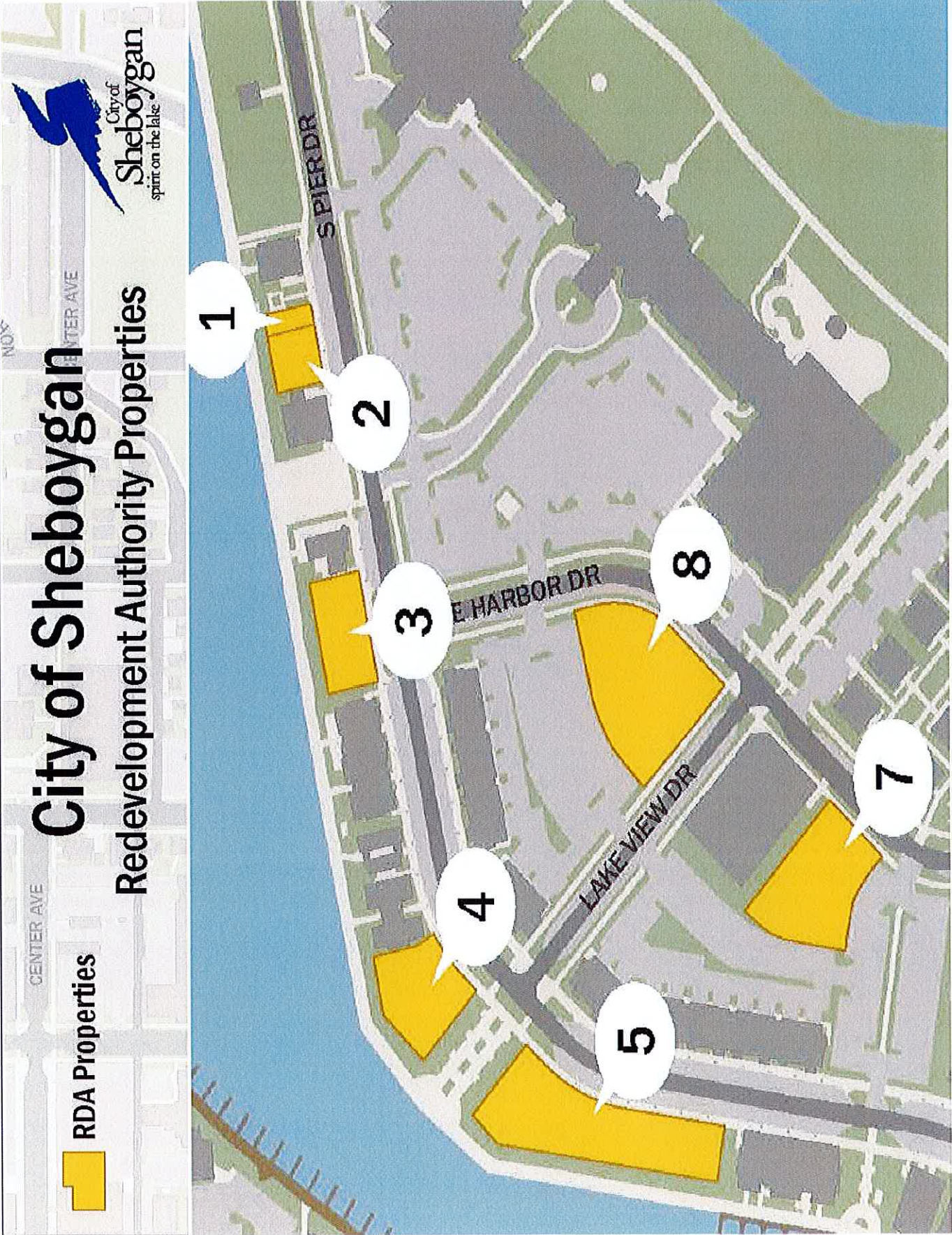


Signed electronically on 1/15/2024

**TITLE AND ORGANIZATION NAME**

Director of Operations

**SUBMITTED AT: 1/15/2024**





! This Application is A DRAFT

Item 9.



# City of Sheboygan Special Event Permit Application

**TODAY'S DATE**  
4/17/2024

**IS YOUR EVENT SCHEDULED LESS THAN 60 DAYS FROM NOW?**  
 Yes  
 No

**FIRST NAME**  
Erika

**LAST NAME**  
Pankratz

**APPLICANT PHONE #**  
(920) 266-5129

**APPLICANT EMAIL**  
epankratz@dsaw.org

**APPLICANT MAILING ADDRESS**  
2122 North 7th Street, Sheboygan, WI 53081

**APPLICANT DATE OF BIRTH**  
5/21/1998

**NAME OF ORGANIZATION**  
Down Syndrome Association of Wisconsin

**ORGANIZATION ADDRESS**  
11709 West Cleveland Avenue, Suite 2, West Allis, WI 53227

**TYPE OF ENTITY**  
 Individual     Registered Non-Profit     LLC     Corporation     Partnership  
 Other

**IS THE INDIVIDUAL ORGANIZING THE EVENT DIFFERENT FROM THE APPLICANT?**     Yes     No

**EVENT NAME**  
Down Syndrome Association of Wisconsin - Sheboygan and Surrounding Counties Annual Mini Golf and Awareness Walk

**GENERALLY DESCRIBE THE EVENT AND ITS PURPOSE:**  
This is our yearly fundraiser for our chapter. We have mini golf, raffles, and an awareness walk around the pier to celebrate our self-advocates with Down Syndrome.



- IS YOUR EVENT A:**
- Music Concert
  - Religious/Educational
  - Parade
  - Run or Walk
  - Bike Ride
  - March/Rally/Memorial
  - Public Assembly for Political Purpose
  - Sport Tournament (Fishing, Soccer, etc.)
  - Water Activity (use of lake or river)
  - Neighborhood Block Party
  - Other

Check all that apply

- LOCATION OF EVENT:**
- Park
  - Public Parking Lot
  - City Green
  - Private Property
  - Public Street, Sidewalk, Alley, or Right-of-Way
  - Redevelopment Authority Land
  - Other Public Property

- IS YOUR EVENT A SINGLE OCCURRENCE OR WILL YOU HAVE SEVERAL OCCURRENCES OF THE EVENT IN THE CALENDAR YEAR?**
- Single Occurrence
  - Multiple Occurrences

**EVENT START DATE**  
9/14/2024

**EVENT END DATE**  
9/14/2024

If ending on the same date as the start day, pick the same.

- DO YOU REQUIRE ADDITIONAL DATES FOR SET-UP OR TAKE-DOWN OF THE EVENT?**  Yes  No

This would include tent or activity set-up and take-down

**WHAT IS THE ESTIMATED DAILY ATTENDANCE FOR THIS EVENT**  
175

**WHAT IS THE ESTIMATED TOTAL ATTENDANCE FOR THIS EVENT**  
175

**ADDITIONAL ORGANIZATION(S) SPONSORING EVENT, INCLUDING ADDRESSES**  
Harbor Pointe Mini Golf

- IS YOUR ORGANIZATION TAX-EXEMPT AND ABLE TO PROVIDE PROOF OF TAX-EXEMPT STATUS?**  Yes  No

**UPLOAD/PROVIDE PROOF OF TAX-EXEMPT STATUS**



tax-exempt-form-wi-updated-2022-1710522192246.pdf

Visit [heygov.co/sheboyganwi.gov/fr\\_01hrfthjnsch2anctgs6x20bqz](https://heygov.co/sheboyganwi.gov/fr_01hrfthjnsch2anctgs6x20bqz) to view or download full files.

**MAY WE SHARE YOUR EVENT ON SOCIAL MEDIA OUTLETS (CITY WEBSITE/FACEBOOK/VISIT SHEBOYGAN)?**

Yes

No

**PLEASE PROVIDE A LINK TO YOUR WEBSITE, FACEBOOK EVENT, ETC. FOR PROMOTIONAL USE.**

<https://secure.qgiv.com/event/dsawsheboygan2024/>

**You MUST attach a detailed map or diagram of your event indicating the specific location, layout of the event, the direction of the route (including all turns and the number of traffic lanes to be used). Any concessions, service tents, and other temporary structures must be indicated on the diagram. The diagram will be due completed with signed special event policies and procedures form.**

**UPLOAD DETAILED PLAN**



sheboygan-application-map-1710525390257.pdf

Visit [heygov.co/sheboyganwi.gov/fr\\_01hrfthjnsch2anctgs6x20bqz](https://heygov.co/sheboyganwi.gov/fr_01hrfthjnsch2anctgs6x20bqz) to view or download full files.

**IF THE EVENT TAKES PLACE ON CITY PROPERTY (PARKS, CITY STREETS OR RIGHT-OF-WAYS, OR OTHER CITY OWNED FACILITIES) IN WHOLE OR IN PART:**

We have reviewed the proposed location for the event and determined suitability for our proposed use. There are no requested changes, upgrades, or safety concerns identified.

We are requesting the following changes or upgrades:

**NOTE: Either the primary or secondary onsite contact must be present at all times during the event.**

**FIRST NAME**

Erika

**LAST NAME**

Pankratz

Item 9.

**ONSITE PRIMARY CONTACT PHONE #**

(920) 266-5129

**ONSITE PRIMARY CONTACT ADDRESS**

2122 North 7th Street, Sheboygan, WI 53081

**ONSITE PRIMARY CONTACT EMAIL**

epankratz@dsaw.org

**FIRST NAME**

Michelle

**LAST NAME**

Kulczewski

**ONSITE SECONDARY CONTACT PHONE #**

#  
(920) 948-8833

**ONSITE SECONDARY CONTACT ADDRESS**

PO Box 132, Brownsville, WI 53006

**ONSITE SECONDARY CONTACT EMAIL**

mikulcz@gmail.com

**WILL YOUR EVENT HAVE ANIMALS INCLUDED OR ALLOWED?**  Yes  No

If yes, what types of animals?

**WILL YOUR EVENT HAVE A TENT/CANOPY LARGER THAN 100 SQUARE FEET, FENCING, OR OTHER TEMPORARY STRUCTURE?**  Yes  No

If yes, what structure?

**WILL YOUR EVENT HAVE HIGH-RISK ACTIVITIES SUCH AS BOUNCE HOUSES, ROCK WALLS, DUNK TANKS, ETC.?**  Yes  No

If yes, what activities?

**WILL YOUR EVENT BE USING CONES AND/OR BARRICADES?**  Yes  No

The Department of Public Works has equipment that is available to be rented for an event. Below is a table of the costs and quantities that may be available for your event. Note, there is a minimum fee of \$25.00 for equipment rentals. (Ex. One large grill is \$20, but if that is all you are requesting the total will be \$25.00)

**You will receive an online payment request for the equipment rental. Keep an eye on your inbox.**

GRILLS			
\$10 Each	Chicken Grill	2'x4' sections	8 sections
\$20 Each	Large Grill	18"x40" sections	10 sections
TABLES & SEATING			
\$18 Each	6' Picnic Combo	Table and attached benches	100 available
\$13 Each	10' Straight Table	22" Wide, 30" High, 10' Long	110 available
\$8 Each	10' Straight Bench	12" Wide, 19" High, 10' Long	100 available
\$8 Each	4' Park Bench	Bench w/backrest	150 available
\$200 / Rental	320 Chairs	White Plastic, \$20.00 charge for each missing chair	1 available
STAGES			
\$400 / Rental	Mobile Stage	24' x 32', 40" high	1 Available
\$60 / Rental	Drum Stage	16' x 8', 12 or 18" high	1 Available
\$250 / Rental	Wood Stage	28' x 12', 36" high	1 Available
\$50 / Rental	Dance Floor (½ Floor)	17.5' x 36' (DPW does not setup Dance Floors)	2 Available
\$100 / Rental	Dance Floor (Full Floor)	35' x 36' (DPW does not setup Dance Floors)	1 Available
MISCELLANEOUS			
\$10 Each	Snow Fence w/stakes	50' Roll	
\$100 Each	Bleachers	16' long, 5 rows	6 Available
\$0 Each	Garbage Cans	Event Organizers are responsible for hauling away any accumulated trash from their event or contract with private entities for haul-away service.	
\$0 Each	Recycling Cans		

I AM INTERESTED IN RESERVING EQUIPMENT FOR MY EVENT  Yes  No

I AM WOULD LIKE TO REQUEST THE FOLLOWING:

(1) Drum Stage

Public Works staff will contact you if the equipment is available and the total fee for the rental

IS YOUR EVENT REQUESTING TO CLOSE A PORTION OF CITY RIGHT OF WAY OR PUBLIC THOROUGHFARE?  Yes  No

IS THIS RIGHT OF WAY USE BEING MADE ON BEHALF OF A PARTNERSHIP, CORPORATION, OR LIMITED LIABILITY COMPANY?  Yes  No

HAVE ALL ADULTS RESIDING OR DOING BUSINESS ON THE PORTION OF THE RIGHT OF WAY TO BE CLOSED BEEN CONTACTED ABOUT THE CLOSING?  Yes  No

**WILL ALCOHOL BE SERVED?**  Yes  No

**WILL YOUR EVENT HAVE A PARADE?**  Yes  No

**WILL YOUR EVENT BE HAVING A BON FIRE?**  Yes  No

**WILL YOUR EVENT BE HAVING ANY OPEN FLAMES?**  Yes  No

If yes, please describe use of the open flame

**WILL YOUR EVENT BE HAVING A FIREWORKS OR PYROTECHNIC DISPLAY?**  Yes  No

Fireworks Display Permit MUST be completed 45 days prior to the event..

**WILL YOUR EVENT BE HAVING ACTIVITIES ON THE RIVER/LAKE?**  Yes  No

If yes, please describe the activities.

**WILL YOUR EVENT BE USING A GENERATOR(S) AND/OR ADDITIONAL ELECTRICAL FACILITIES (AMPS, LIGHTING, PA SYSTEM, ENTERTAINMENT)?**

Yes

No

**WILL YOUR EVENT HAVE OPERATION OF AMUSEMENT MACHINES, DEVICES, OR MECHANICAL GAMES?**  Yes  No

**WILL YOUR EVENT BE SERVING FOOD AND/OR NON-ALCOHOLIC BEVERAGES?**  Yes  No

**WILL YOUR EVENT BE SERVING ALCOHOLIC BEVERAGES?**  Yes  No

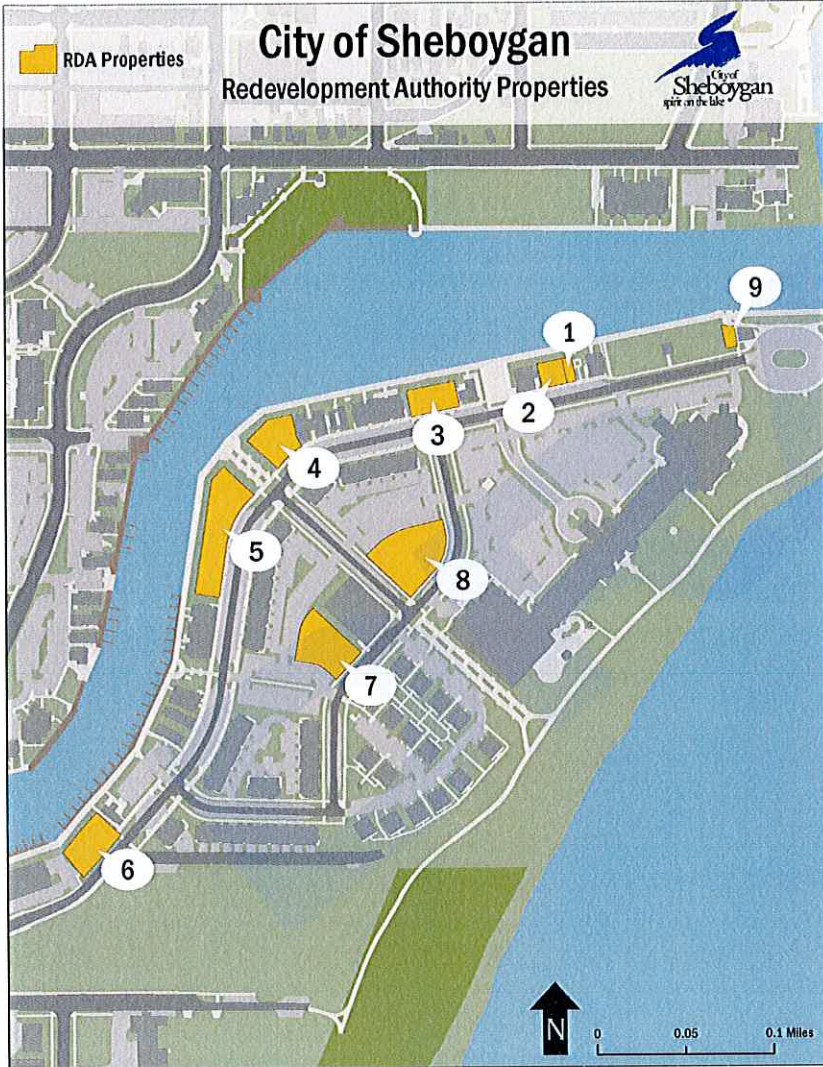
**WILL YOUR EVENT HAVE VENDOR RELATED SALES?**  Yes  No

**WILL YOUR EVENT HAVE CARNIVAL/CIRCUS ACTIVITIES?**  Yes  No

**DO YOU REQUIRE PARKING METERS TO BE COVERED?**  Yes  No

**WHAT PROPERTIES OF REDEVELOPMENT AUTHORITY (RDA) LAND ARE YOU REQUESTING FOR YOUR EVENT?**

- RDA Property 1
- RDA Property 2
- RDA Property 3
- RDA Property 4
- RDA Property 5
- RDA Property 6
- RDA Property 7
- RDA Property 8
- RDA Property 9



**WILL YOUR EVENT HAVE A TENT/CANOPY LARGER THAN 100 SQUARE FEET, FENCE, OR OTHER TEMPORARY STRUCTURE?**

- Yes
- No

If yes, describe the temporary structure that will be placed.

The Event Organizer shall submit a General Liability Insurance Policy Certificate with a minimum of \$1,000,000 AND an insu  
endorsement either: Item 9.

- naming the Redevelopment Authority as an additional insured party for all event dates (including setup and teardown), OR
- evidencing blanket additional insured coverage

Some activities may require additional insurance. The City of Sheboygan will work with you on a case by case basis. The City of Sheboygan must also be listed as the Certificate Holder with the address listed as: Redevelopment Authority 828 Center Avenue, Sheboygan, WI 53081.

The Planning and Development Department must receive this certificate and endorsement at least 60 days prior to the event date.

**INSURANCE CERTIFICATE**

**INSURANCE ENDORSEMENT**


**Hold Harmless - Redevelopment Authority Land**

To the extent permitted by law, Erika Pankratz of Down Syndrome Association of Wisconsin agrees to indemnify and hold harmless the City of Sheboygan ("City"), the City of Sheboygan Redevelopment Authority ("RDA"), and the City and the RDA's officers, employees, and agents against any and all claims arising out of the undersigned's use of the property described RDA Property 9. By signing this agreement, the undersigned acknowledges having read it in its entirety, giving the terms due consideration, understanding the terms, and understanding that the undersigned is freely and voluntarily giving up certain rights. The undersigned further represent being authorized to sign this agreement. The undersigned intends that this agreement shall be binding upon all of the undersigned's successors, heirs, assigns, receivers, and the like.

**HAVE SIGNED THIS AGREEMENT ON**

4/16/2024

**SIGNATURE FOR HOLD HARMLESS - REDEVELOPMENT AUTHORITY LAND**



Signed electronically on 4/17/2024

**If your page is blank, please select continue.**

There were no questions in this section that apply to your event.

**WILL YOUR EVENT HAVE TEMPORARY DIRECTIONAL OR OTHER SIGNAGE FOR THE EVENT?**     Yes     No

I understand the filing of this application does not ensure the issuance of this permit. I also understand that all Special Event organizers and participants must comply with all applicable city ordinances, traffic rules, park rules, state health laws, fire codes and liquor licensing regulations. I further understand that an incomplete application may be cause for denial of the event.

**HOLD HARMLESS/INDEMNIFICATION AGREEMENT**

Item 9.

The undersigned sponsor of an organized special event acknowledges that the City of Sheboygan has adopted a Resolution granting such sponsor permission to hold a special event utilizing the streets, sidewalks and/or other properties or rights of way of the City of Sheboygan. It is understood that such permission is conditioned upon the sponsor agreeing to indemnify and hold the City harmless from any and all claims, suits, or actions for damage or injury associated with the organized special event. It is understood and agreed that the undersigned sponsor of an organized special event shall save the City of Sheboygan harmless and indemnify the City for any loss, cost, or damage that may arise out of or in connection with the organized special event to be held on the streets, sidewalks and/or other properties or rights of way of the City of Sheboygan between the dates of 9/14/2024 and 9/14/2024 . Further, the undersigned sponsor hereby releases the City, its agents, and employees from any liability whatsoever associated with the organized special event and agrees that the City shall not be liable for any loss, damage, or injury to the person or property of anyone arising out of or resulting from the sponsor's use of the City streets and or sidewalks for its organized special event. Further, the undersigned also agrees to pay all reasonable expenses and attorney's fees incurred by the City if the undersigned shall default under the provisions of this agreement. IN WITNESS WHEREOF, on behalf of Down Syndrome Association of Wisconsin of 11709 West Cleveland Avenue, Suite 2, West Allis, WI 53227 ,

**HAVE SIGNED THIS AGREEMENT ON**

4/16/2024

**SIGNATURE FOR INDEMNIFICATION**



Signed electronically on 4/17/2024

**WEATHER RELATED ISSUES: RAIN, SNOW SEVERE STROMS, TORNADOES, ETC.**

- If the weather forecast includes bad weather, will the event be cancelled?
- If so, how will attendees be notified?
- Develop a plan for the sudden onset of severe weather.
- Where will the people go and who is designated to assist in their safe arrival at the safe refuge place?
- Is there an area of safe refuge in case of a tornado?

**MEDICAL ISSUES**

- Where will ambulance access to the event be in case one is needed?
- Who will conduct crowd control in the event of a medical emergency?
- Will a first aid station, with trained first aid provider, be provided at the event? Where?
- If applicable, is there adequate shade to prevent heat stroke?
- Will water be provided? Where?



## CROWD CONTROL

Item 9.

- Who will monitor the barricades?
- Who will work the entry gates?
- Maintain egress and access?
- Who will patrol the area to prevent incidents from getting out of control?
- Develop a plan for those patrolling the crowd of what to do if they encounter unruly behavior.
- Have communications equipment.

**DO YOU WANT TO DISCUSS HAVING AN AMBULANCE/FIRE TRUCK PRESENT AT THE EVENT?**  Yes  No

## SECURITY

- Will there be Police Officers providing security? If so, contact the Police Department for applicable requirements or guidelines relation to the number necessary.
- If volunteers or private agencies provide security, will they have appropriate phone numbers for EMS, Fire, and Police?
- If applicable, what will security officials do if non-paying attendees breach the gate/perimeter?
- If a complaint is received, for example, for loud music, how and who will handle the complaint?
- Provide communications equipment. Portable radios, cell phones, and access to landlines.
- If applicable, secure monies in an area not accessible to the attendees.

## LOGISTICS

- Where will there be, or will there be, a staging area for support staff?
- What time will the crowd be disbursed and by whom?
- Who will conduct clean-up?
- Remember to maintain fire lanes and access roads.
- Appoint one person to oversee and take responsibility for the event. Who?
- Will an adequate amount of restroom facilities be provided? Where?
- Is there adequate safe parking provided? Where?

## ATTACH A COPY OF YOUR CONTINGENCY PLAN



contingency-plan-1713370468984.pdf

Visit [heygov.co/sheboyganwi.gov/fr\\_01hrfthjnsch2anctgs6x20bqz](http://heygov.co/sheboyganwi.gov/fr_01hrfthjnsch2anctgs6x20bqz) to view or download full files.

The event organizers shall obey all laws, rules, regulations, and special orders given by the City of Sheboygan officials for the safety and health protection of the citizens. Such laws, rules, regulations, orders, and recommendations may either be written or verbal form and the decision of the City officials shall be final and conclusive.

Event organizer(s) who obtain permission to host an event shall comply, and shall ensure all attendees of the event comply, with applicable public health guidance in effect at the time of the rental. This includes – but is not limited to – guidance issued by the Sheboygan County Health Officer, the State of Wisconsin, and the federal government (including, but not limited to, the Centers for Disease Control).

Fees for all shelters or fieldhouses deemed unavailable for outside use by the Department of Public Works during the duration of the event shall be paid by the sponsoring organization. Any Greenspace fees are charged for the use of Kiwanis or Deland Park property due to the events' impact on regular recreational use.

**The Event Organizer shall submit a General Liability Insurance Policy Certificate with a minimum of \$1,000,000 AND an insurance endorsement either:**

- naming the City of Sheboygan as an additional insured party for all event dates (including setup and teardown), OR
- evidencing blanket additional insured coverage

Some activities may require additional insurance. The City of Sheboygan will work with you on a case by case basis.

The City of Sheboygan must also be listed as the Certificate Holder with the address listed as:

City of Sheboygan  
 828 Center Avenue,  
 Sheboygan, WI 53081.

The Department of Public Works must receive this certificate and endorsement at least 60 days prior to the event date.

**INSURANCE CERTIFICATE**

**INSURANCE ENDORSEMENT**

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At all times, a member of the organization's staff shall be patrolling any water banks as a safety measure.

The event sponsor must plan for safe arrival, departure, and parking of the event attendees, participants, and vendors. Adequate, trained personnel shall be provided to control and regulate parking of vehicles in approved areas. No heavy vehicles are permitted on park turf areas. The City of Sheboygan prohibits vehicles from parking on playing fields and other specific parkland. Some grassy areas allow parking under specific conditions with AT LEAST 60 DAYS PRIOR APPROVAL by the Department of Public Works.

Please attach any information that you wish to have the City consider or you believe may be relevant to your event application.

**I AM ENCLOSING OTHER INFORMATION THAT I BELIEVE IS NECESSARY OR HELPFUL TO DESCRIBE THE PLANNED EVENT**

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The Undersigned represents and warrants that they have full power, authority, and right to bind the event-sponsoring entity to the terms and conditions of this Agreement and that such execution is sufficient and legally binding on the event-sponsoring entity. The information contained in this application for a Special Event permit is true, correct, and complete to the best of my knowledge. If there are any changes to the Special Event, I agree that I will promptly notify the City of Sheboygan of these changes and request approval of them.

**SIGNATURE**

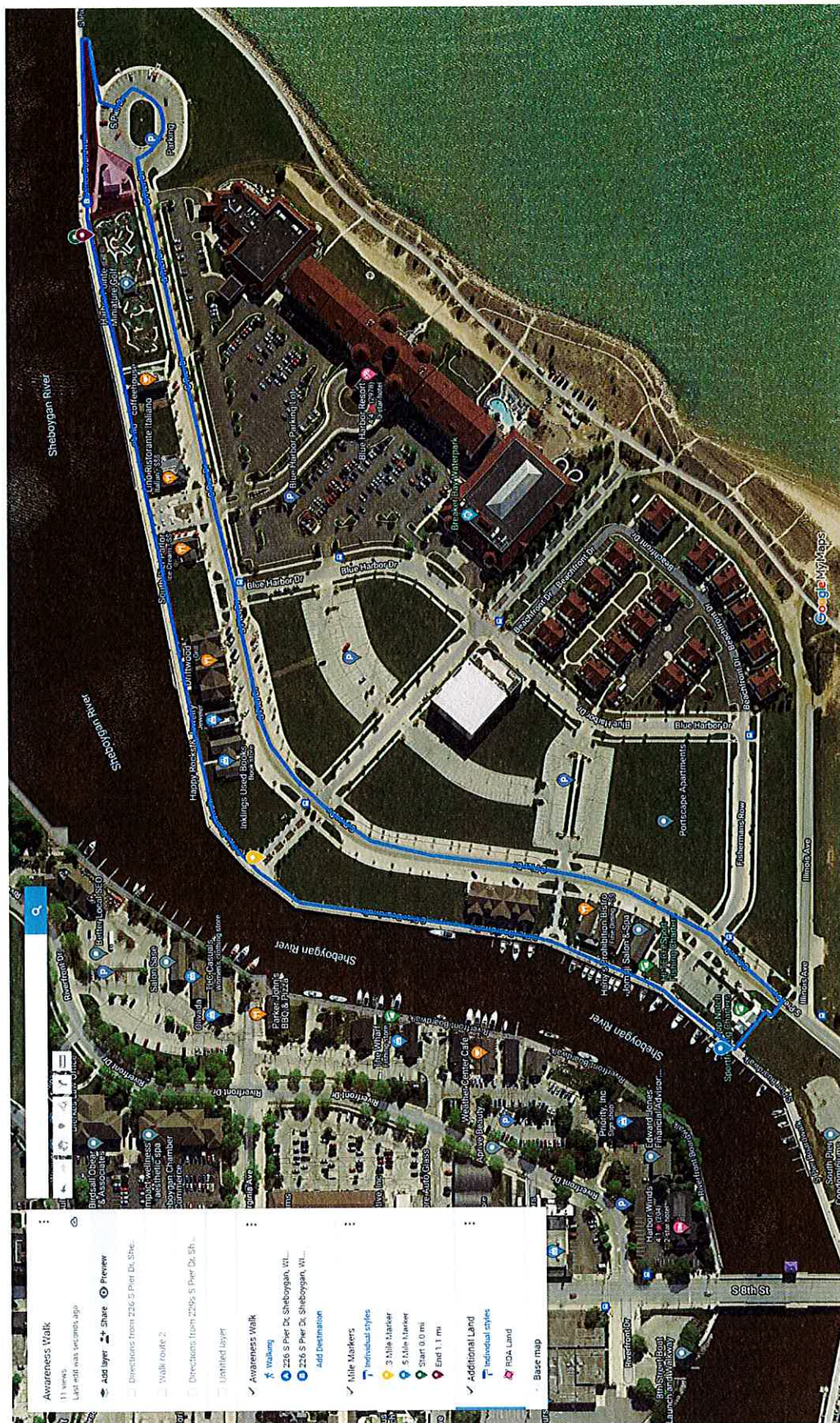


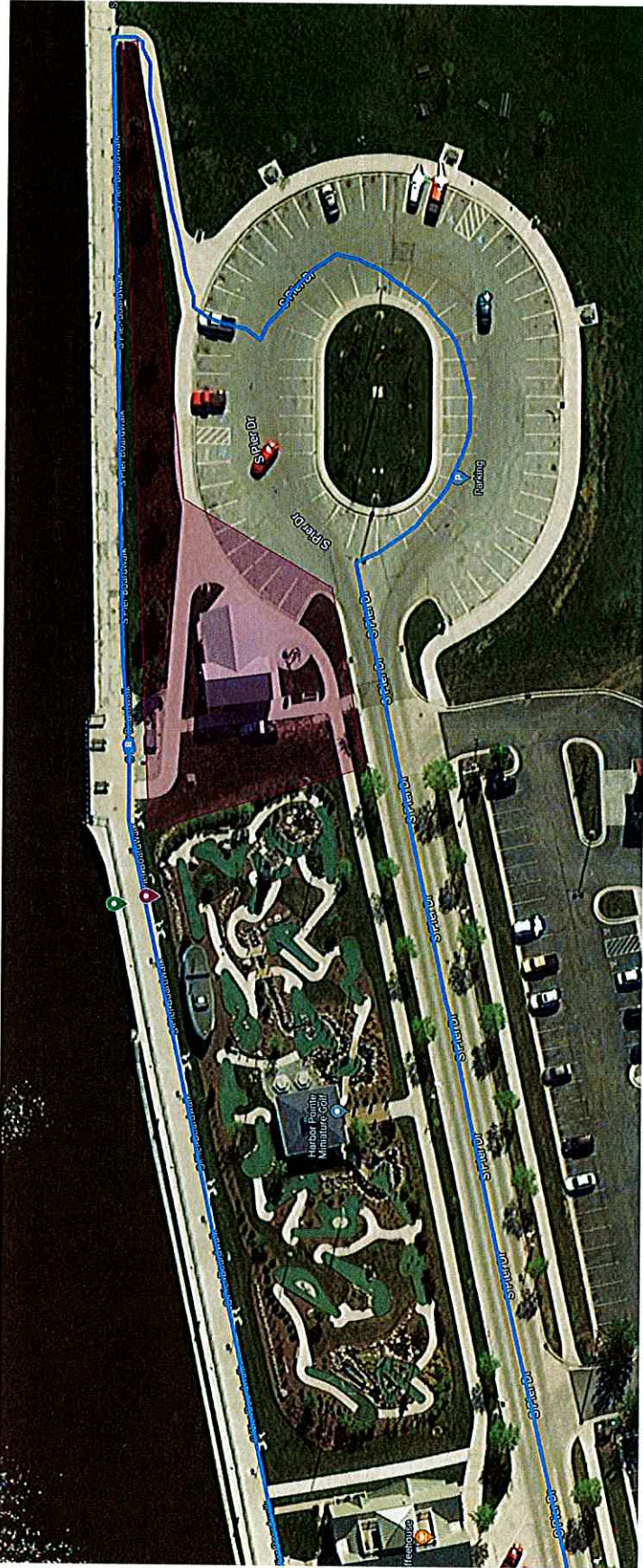
Signed electronically on 4/17/2024

**TITLE AND ORGANIZATION NAME**

Erika Pankratz - Down Syndrome Association of Wisconsin

**SUBMITTED AT:** 4/17/2024





- Blue line is the walk route (on sidewalks)
- Red polygon is where we would like to host more activities, but need RDA approval.

## WEATHER RELATED ISSUES: RAIN, SNOW SEVERE STORMS, TORNADOES, ETC.

If the weather forecast includes bad weather, will the event be cancelled?

If there are any severe weather watches or warnings during the duration of the event, we will cancel.

If so, how will attendees be notified?

We have everyone's contact information. They will be notified via email, facebook posts, and our website

Develop a plan for the sudden onset of severe weather.

Weather will be monitored throughout the duration of the event. If a sudden onset, we will end the event and families will leave. There are public bathrooms nearby and Harbor Pointe has a building that we can use if extreme weather.

Where will the people go and who is designated to assist in their safe arrival at the safe refuge place?

Walk Volunteers will be informed and DSAW staff will assist to getting people to safety.

Is there an area of safe refuge in case of a tornado?

Public bathrooms and Harbor Pointe Facilities will be used.

## MEDICAL ISSUES

Where will ambulance access to the event be in case one is needed?

The road way will not be blocked. Ambulances can access Harbor Pointe to assist if needed.

Who will conduct crowd control in the event of a medical emergency?

DSAW Personal and Board Members

Will a first aid station, with trained first aid provider, be provided at the event? Where?

No station, but Erika (Event organizer) is trained in First Aid.

If applicable, is there adequate shade to prevent heat stroke?

Yes, we have small tents available.

Will water be provided? Where?

Yes, water bottles are free for attendees located on site.

## CROWD CONTROL

Who will monitor the barricades?

NA

Who will work the entry gates?

Erika (Event organizer), DSAW board members, Harbor Pointe staff

Maintain egress and access?

Harbor Pointe will still be open to public access.

Who will patrol the area to prevent incidents from getting out of control?

Erika (Event organizer) and DSAW Board members

Develop a plan for those patrolling the crowd of what to do if they encounter unruly behavior.

Have communications equipment.

Erika will be notified. Members will be asked to leave and police will be called to escort participants of the premises. Participants will not be allowed to return to event.

## SECURITY

Will there be Police Officers providing security? If so, contact the Police Department for applicable requirements or guidelines relation to the number necessary.

No

If volunteers or private agencies provide security, will they have appropriate phone numbers for EMS, Fire, and Police?

No private security

If applicable, what will security officials do if non-paying attendees breach the gate/perimeter?

NA

If a complaint is received, for example, for loud music, how and who will handle the complaint?

Erika

Provide communications equipment. Portable radios, cell phones, and access to landlines.

All volunteers will have Erika's phone number to contact if there is an emergency or issue.

If applicable, secure monies in an area not accessible to the attendees.

## LOGISTICS

Where will there be, or will there be, a staging area for support staff?

Volunteers will check in at registration and be placed throughout the venue.

What time will the crowd be disbursed and by whom?

The event runs from 2:00-6:00PM. Participants will be asked to leave by 6:00PM. This is noted on registration and signs being placed at the venue.

Who will conduct clean-up?

Erika

Appoint one person to oversee and take responsibility for the event. Who?

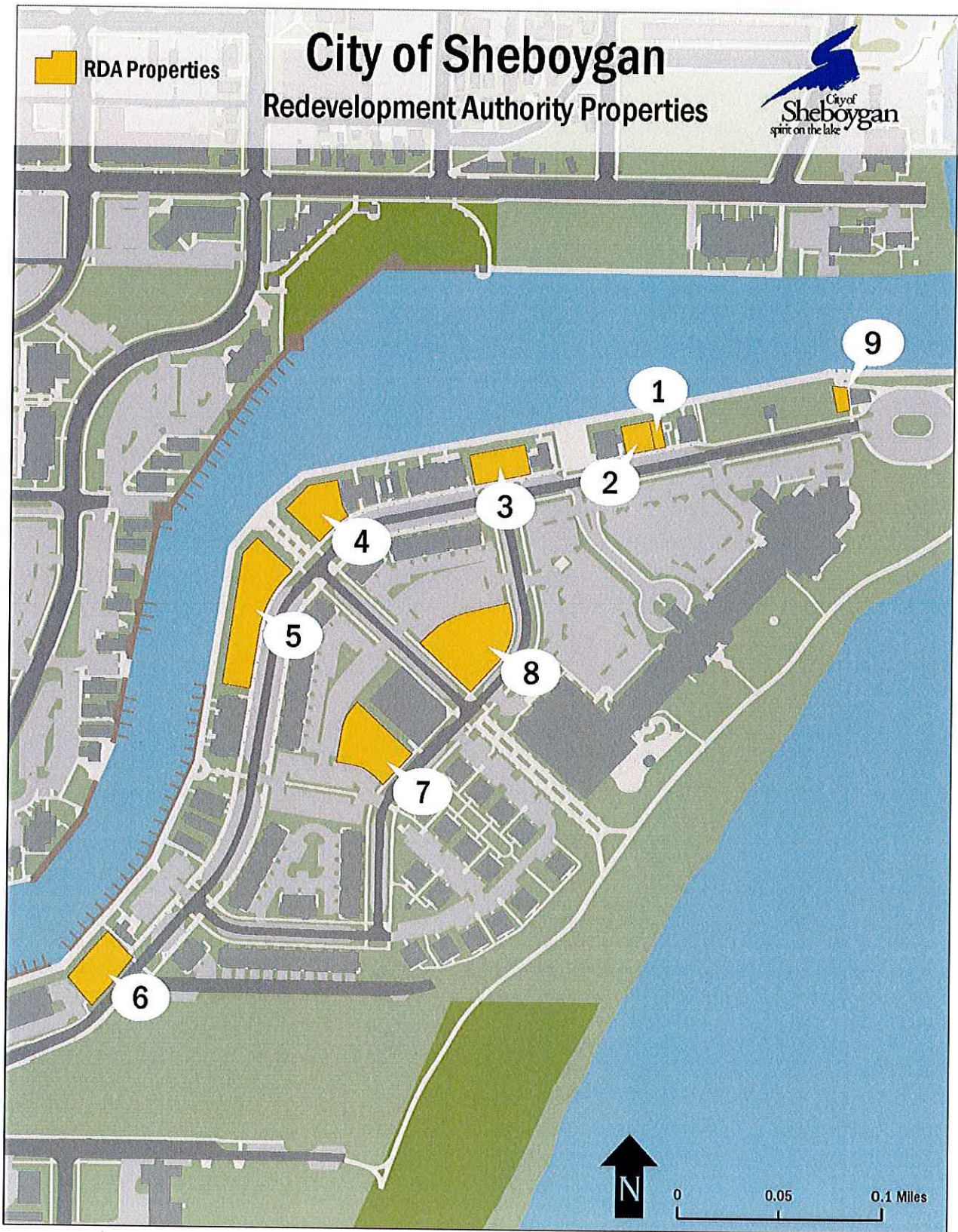
Erika

Will an adequate amount of restroom facilities be provided? Where?

Public bathrooms are located next to the venue.

Is there adequate safe parking provided? Where?

Parking is available near the venue and on the road.







**TAGLaw International Lawyers**

**Brion T. Winters**  
**Direct Telephone**  
**414-287-1561**

**Brion.winters@vonbriesen.com**

April 4, 2024

**VIA EMAIL ONLY:**

City of Sheboygan  
Redevelopment Authority of the City of Sheboygan  
Attn: Casey Bradley and Diane McGinnis-Casey

Re: Waiver of Conflict of Interest

Dear Casey and Diane,

As discussed, I have been asked by Inspired Holdings LLC (“**Inspired**”) to represent them with regard to the initial drafting of condominium documents and one turn of revisions to those documents with regard to a development project located in the South Pier neighborhood of Sheboygan, and directly involving the City of Sheboygan and the Redevelopment Authority of the City of Sheboygan (“**Sheboygan RDA**”). von Briesen & Roper currently represents the City of Sheboygan and the Sheboygan RDA in connection with various matters, including, without limitation, the ground lease related to the property on which this particular condominium project will be built.

The purpose of this letter is to confirm the informed consent of the City of Sheboygan and the Sheboygan RDA to and a written waiver of a potential conflict of interest pursuant to the Wisconsin rules of professional responsibility which govern attorneys.

Specifically, von Briesen & Roper requests that the City of Sheboygan and the Sheboygan RDA consent to our representation of Inspired with regard to the preparation of the aforementioned condominium documents and revisions.

Inspired has given its consent and has waived any potential conflicts of interest under the circumstances outlined above.

Based on the foregoing, we would appreciate your confirming your waiver and consent to our representation as described in this letter by signing a copy of this letter and returning it to me (electronically) as soon as possible. We appreciate your understanding of our professional obligations with respect to matters of conflict. If you have questions or concerns, please call me. We very much appreciate your courtesy in considering this request.

Very truly yours,

von BRIESEN & ROPER, s.c.



Brion T. Winters  
40959678\_1.DOCX

**WAIVER AND CONSENT**

The undersigned hereby waives the potential conflict and consents to von Briesen & Roper, s.c.'s representation of Inspired Holdings LLC as described in the foregoing letter.

Dated this \_\_\_\_\_ day of April, 2024.

**CITY OF SHEBOYGAN**

\_\_\_\_\_

By: Casey Bradley

Title: City Administrator

**CITY OF SHEBOYGAN  
REDEVELOPMENT AUTHORITY**

\_\_\_\_\_

By: Diane McGinnis-Casey

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

Draft

BYLAWS  
OF  
[ \_\_\_\_\_ ] ASSOCIATION

ARTICLE I

GENERAL

Section 1. The Condominium. The property located in Sheboygan County, State of Wisconsin known or to be known as the [ \_\_\_\_\_ ] Condominium (the "Property"), has been submitted to the provisions of the Wisconsin Condominium Ownership Act by a Declaration of Condominium (the "Declaration") recorded in the office of the Register of Deeds for Sheboygan County on \_\_\_\_\_, 2024 as Document No. \_\_\_\_\_ (the "Condominium"). The term "Property" means the Land, the Buildings, and all other improvements thereon of the Condominium, including the Units, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed intended for use in connection therewith, as described in the Declaration.

Section 2. Capitalized Terms. Capitalized terms used in these Bylaws and not otherwise defined herein, shall have the definitions given to such terms in the Declaration.

Section 3. The Condominium Association. The name of the association is [ \_\_\_\_\_ ] Association, an unincorporated association (the "Association"). All aspects of the management, operation and duties of the Association are delegated to the Board of Directors of the Association (the "Board") as allowed pursuant to Wis. Stats. § 703.365(3)(a).

Section 4. Applicability of Bylaws. The provisions of these Bylaws are applicable to the Property of the Condominium and to the use and occupancy thereof. All present and future owners, mortgagees, lessees, and occupants of Units, or any portion thereof, their employees and invitees are subject to the Declaration, the Condominium Plat, these Bylaws, as they may be amended from time to time (collectively, "Condominium Documents"), and to all covenants, agreements, restrictions, easements and declarations of record referred to in or created by the Declaration or otherwise duly effected (collectively referred to herein as "Title Conditions"). The acceptance of a deed, mortgage or lease or the act of occupancy of a Unit, or any portion thereof, shall constitute an agreement by a Unit Owner, or a mortgagee, lessee, occupant or invitee of a Unit, or any portion thereof, that the Condominium Documents and the Title Conditions are accepted, ratified and will be complied with. As used herein, the term "Owner" or "Owners" means each or all of the owners of any Unit with which such term is paired.

Draft

Section 5. Office. The office of the Association and of the Board shall be located at [ \_\_\_\_\_, or at such other location in \_\_\_\_\_,] Wisconsin as the Board may from time to time determine.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Number, Qualification, and Term of Office. The Board shall be elected as provided in these Bylaws. The Board shall consist of three (3) members, who are together referred to as the "Directors" and each, individually, a "Director." All Directors must own a Unit, be a permitted occupant of a Unit, be a partner or partner of a partner of an Owner of a Unit, or be an officer, director, trustee, employee, or attorney-in-fact of an Owner, lessee or permitted occupant of a Unit. A Director shall hold office until such time as his or her successor takes office. Directors shall each serve a three (3) year term from the date of election.

Section 2. Powers and Duties. The Board shall have full powers and authority necessary or desirable for the complete enforcement and administration of the Condominium and the Condominium Ownership Act, Chapter 703, Wisconsin Statutes (the "Condominium Law"), the Declaration and these Bylaws hereunder. A meeting of the Board shall be considered a meeting of the Association and vice versa. The Board shall have the power to cause the Association to borrow money and to acquire and convey property.

Section 3. Board of Directors Election. The initial Board shall be composed of three (3) directors selected by the Declarant. After Declarant control has ended per the terms of applicable Condominium Law, an election shall be held at the first annual meeting of the Association.

Section 4. Board Meetings. The Board shall meet at least twice annually. Meetings of the Board may be called by any Director, by notice given to the other Directors at least seven (7) business days prior to the day named for such meeting, which notice shall state the time, place (which place shall be located within the City of Sheboygan, unless a different location is agreed to by all Directors) and purpose of the meeting. Such notice shall be given in a manner best calculated to assure that actual notice is received by all Directors. Any notice delivered to a Director at the street address of the Unit represented by the Director or at such other address as provided in writing by such Director or the Unit Owner to the Association shall be deemed to be given in a sufficient manner. Notice of any meeting at which the Directors will discuss or act on proposed amendments to any Condominium Documents shall be provided to both the Directors and Unit Owners for each Unit along with a copy of the proposed amendment. A quorum will exist if one-half (1/2) all the Unit Owners are represented at the meeting.

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Section 5. Waiver of Notice. Any Director may at any time waive notice of any meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by him or her.

Section 6. Compensation. No Director shall receive any compensation for acting as such.

Section 7. Liability of the Board of Directors. The Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. Every agreement made by the Board shall provide that the Directors or the Association, as the case may be, shall have no personal liability thereunder.

Section 8. Action of Board Without a Meeting. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all Directors are given written notice thereof and if all Directors consent to the action in writing and the written consents are filed with the records of the Board. Such consents shall be treated for all purposes as a vote at a meeting.

Section 9. Removal of Directors. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

### ARTICLE III

#### ACTION BY THE UNIT OWNERS

Section 1. Voting. Each Unit Owner shall have one (1) vote in accordance with Section 5.03 of the Declaration (as it may be amended from time to time). If a Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Board of Directors. If the owners of a Unit cannot agree on how to vote, such Unit shall lose its vote for the particular item voted upon. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by a duly authorized officer of the corporation and filed with the Board of Directors. Such certificate shall be valid until affirmatively revoked or superseded by a subsequent certificate or until a change in the ownership of the Unit. There shall be no cumulative voting.

Section 2. Majority of Owners. As used in these Bylaws, the term "majority of owners" shall mean those owners holding more than one-half (1/2) of the votes.

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Section 3. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a majority of owners as defined in Article III Section 2 of these Bylaws shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with a member of the Board of Directors before the appointed time of each meeting.

Section 5. No Default Under Ground Lease. Notwithstanding any provision herein to the contrary, in no instance shall an action be taken by the Association in conflict with, or creating a default under, the Ground Lease (as such term is defined in the Declaration).

#### ARTICLE IV

#### MEETINGS

Section 1. Place of Meetings. Meetings of the Association shall be held at its principal office or such other suitable place convenient to the owners as may be designated. by the Board of Directors.

Section 2. Annual Meetings. The annual meetings of the Association shall be held on the first Tuesday of October of each year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Article II Section 1 of these Bylaws. The owners may also transact such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the Board of Directors to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to each member of the Board of Directors. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in. the notice unless by consent of four-fifths (4/5) of the owners present, either in-person or by proxy.

Section 4. Notice of Meetings. It shall be the duty of the Board of Directors to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least ten (10) but not more than thirty (30) days prior to such meeting. The mailing of a notice to the address on file with the association to the Unit Owner(s) of record shall be considered notice served.

Section 5. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in-

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person or by proxy, may adjourn the meeting to a time not less than seventy-two (72) hours from the time the original meeting was called.

Section 6. Order of Business. The order of business at all meetings of the owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Election of Directors (when applicable).
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

## ARTICLE V

### OPERATION OF THE PROPERTY

Section 1. Common Expenses of the Condominium.

(a) The Common Expenses shall include, among other things, (i) real estate taxes for so long as a single real estate tax bill is issued for the entire Condominium or the Property; (ii) the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board pursuant to the Declaration; (iii) costs incurred by the Association in fulfilling its obligations under Section 7 of this Article V and Section 6.04 of the Declaration; and (iv) expenses relating to management and administration of the Association (including, but not limited to, legal and accounting expenses, telephone expenses, office equipment and supplies and similar expenditures). The Common Expenses may also include such amounts as the Board may deem proper to make up any deficit in the Common Expenses for any prior year or to provide for payment of liabilities arising from prior or current years and not reflected in the current budget. It is the intent of this Agreement that each Unit Owner shall maintain its respective Unit and appurtenant Limited Common Elements at such Owner's sole cost and expense. Provided however that all maintenance and repair of the limited common area parking and drive aisles shall be managed the Association and each Unit Owner shall be assessed its equitable share of costs based on the area of its limited common element paved areas.

(b) The fiscal year of the Condominium shall be the calendar year. The Board shall, after consideration of current maintenance costs and future needs of the Association, including the establishment of a working capital fund, and after considering reimbursement by the various Unit Owners for certain expenditures, all as provided in the Declaration and these Bylaws, adopt a budget for the Common Expenses, including the expenses of administration, maintenance, repair and replacement of the Condominium for each fiscal year. Each such budget shall be adopted not later than December 1st of the



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preceding calendar year, except in the case of the budget for the partial calendar year following the date of recording of the Declaration, which is to be adopted at the initial meeting of the Board. The Board may revise the budget from time to time as it shall deem necessary or appropriate. Approval of the budget or revision to the budget shall require a unanimous vote of the Board of Directors.

(c) Once the Board has adopted or revised such budget, it shall determine the amount of Common Expenses payable by each Unit Owner to meet the Common Expenses of the Condominium ("Common Charges") and it shall allocate and assess such Common Charges among the Unit Owners as provided hereinafter and in accordance with the Declaration. Common Charges assessed for a fiscal year shall be deemed to be assessed for, with respect to, and as of the first day of each fiscal year of the Association even though payable in installments. If the Board revises the budget during such fiscal year, the Board may specify the day as of which Common Charges based on such revision shall be deemed to be assessed. In the absence of such specification, the Common Charges based on such revision shall be deemed assessed as of the first day of the month following the Board's action.

(d) Except as otherwise provided herein, the Board shall assess Common Charges against the Units to meet the Common Expenses of the Condominium in proportion to each Unit's Percentage Interest as set forth in Section 5.01 of the Declaration. To the extent practicable, any contracts entered into by the Board to provide services to the Condominium shall separately allocate all charges to be paid thereunder to the Units, Common Elements or Limited Common Elements that will be served, and the Board shall assess the Units for such charges on the basis of such allocation. If charges are separately allocated to Units and Common Elements, the charges allocable to the Common Elements shall be assessed against the Units in the same proportion as the charges for such contract are allocated to the Units. Charges allocable to Limited Common Elements, if not paid directly by the Unit Owner(s) to which such Limited Common Elements are appurtenant, shall be directly assessed against the Unit or Units to which such Limited Common Elements are appurtenant. If Limited Common Elements are appurtenant to more than one Unit, then charges allocable thereto shall be shared among the Units to which such Limited Common Elements are appurtenant on the basis of the Board's best estimate of the percentage of each Unit's usage of or benefits derived from such Limited Common Elements.

Section 2. Electricity. Electricity will be supplied directly to each Unit through separate meters or check meters. Each Unit Owner shall be required to pay directly for the electricity supplied to its Unit. If any meters measure electricity serving more than one Unit or serving one or more Units and the Common Elements, the Board shall allocate the consumption of electricity among the appropriate parties as provided in section 1(d), above.

Section 3. Payment of Common Charges and Other Assessments. Each Unit Owner shall be liable for payment, monthly or at such other interval as

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approved by the Board, of the Common Charges assessed on such Unit Owner's Unit pursuant to Section 1 of this Article V. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it is so expressed in such deed, shall be deemed to covenant and agree with the Association, and each other Unit Owner, to pay all such Common Charges and other assessments, coming due with respect to such Unit while the owner thereof, with interest thereon and costs of collection thereof. No Unit Owner shall be liable for such Common Charges and other assessments assessed before acquisition of such Unit or after disposition of such Unit, although such Unit shall be subject to a continuing lien in favor of the other Unit Owners enforceable by the Association on behalf of said Unit Owners for all such Common Charges and other assessments (including interest thereon as provided in Section 4 hereof and the costs of collection thereof) until full payment thereof, which shall bind such Unit in the hands of the then owner, its successors in title and assigns (such lien to be inclusive of, but not limited by, the lien provided in the Condominium Law). A Unit Owner shall continue to be personally liable after disposition of a Unit for payment of such Common Charges and other assessments assessed while the Unit Owner owned the Unit.

Section 4. Collection of Common Charges. In the event that any Common Charges or other assessments due from any Unit Owner are not paid on the date when they fall due for payment thereof, such Unit Owner shall be obligated to pay interest at the rate of 10% per annum on such Common Charges or other assessments from the due date thereof, together with all expenses, including reasonable attorneys' fees, incurred by the Board in any proceeding brought to collect such unpaid Common Charges. The Board shall have the right and duty to attempt to recover such Common Charges and other assessments, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit provided for in Section 5 hereof and in the Condominium Law.

Section 5. Foreclosure of Liens for Unpaid Common Charges. In any action brought by or on behalf of the Board to foreclose a lien on a Unit because of unpaid assessments of Common Charges or other assessments, the Board, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, convey or otherwise deal with the same, including the power to vote the votes appurtenant thereto. A suit to recover a money judgment for unpaid assessments of Common Charges or other assessments shall be maintainable against the defaulting Unit Owner, without foreclosing or waiving the lien securing the same.

Section 6. Statement of Common Charges. The Board shall promptly provide any Unit Owner who shall request the same in writing, with a written statement of all unpaid assessments of Common Charges and other assessments due from such Unit Owner signed by one of the Directors. Such statement shall operate to discharge the Unit from any lien for any unpaid sums not disclosed on such statement as of the date of such statement.

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Section 7. Maintenance and Repairs.

(a) Except as otherwise provided herein or in the Declaration, all maintenance, repairs and replacements to and operation of any Unit and to its appurtenant Limited Common Elements, whether structural or nonstructural, ordinary or extraordinary shall be performed by the Unit Owner at such Unit Owner's expense. Each Unit Owner shall be responsible for glass and window washing services, repairs and replacement for its own Unit.

(b) Except to the extent expressly delegated to a Unit Owner or Owners under the Declaration or these Bylaws, the Association shall be responsible for the operation and maintenance of and repairs and replacements to the Common Elements.

Section 8. Restrictions. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units and to reasonably regulate activities within those portions of the Common Elements accessible to the public, the use of the Units and of the Common Elements shall be restricted to and shall be in accordance with the restrictions and regulations of use contained in the Declaration, in these Bylaws, and in any amendments to the foregoing.

Section 9. Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board or the breach of these Bylaws, or the breach of any provisions of the Declaration shall give the Board the right, in addition to any other rights set forth in these Bylaws, to enjoin, abate or remedy by appropriate legal proceedings, the continuance of any such breach. All expenses incurred in connection with any such violation or breach by a Unit Owner shall be Common Expenses chargeable to that Unit Owner.

Section 10. Improvements to Common Elements. Improvements to the Common Elements may be made only with the approval of the Board. The costs for such improvements shall be assessed against the Units as follows:

(a) If such improvement is for the use and/or benefit of all Units, the costs shall be a Common Expense and assessed against the Units in proportion to their respective Percentage Interests.

(b) If such improvement is for the use and/or benefit of less than all of the Units, the costs shall be assessed against only the benefitted Units in proportion to their respective Percentage Interests.

Section 11. Right of Access. A Unit Owner shall grant a right of access to its Unit to the Board and any person authorized by the Board, for the purpose of making inspections or for the purpose of correcting any conditions originating in his Unit and threatening another Unit or any portions of the Common Elements or for the purposes stated in Section 15.02 of the Declaration. Except in an emergency, such right

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of access shall be exercisable only after reasonable advance notice and with reasonable efforts to minimize interference with use of the affected Unit. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 11, all costs for repairs (including repairs of damage caused by such entry) shall be borne in accordance with the provisions of Sections 3 and 7 of this Article V.

Section 12. Arbitration.

(a) Any objection raised by a Unit Owner relating to the allocation by the Board of any category of Common Expenses to one or more Units which is not resolved by the Board to such Unit Owner's satisfaction shall be decided by arbitration in accordance with Wis. Stat § 703.365(6) as such Unit Owner's exclusive remedy. A Unit Owner's right to raise an objection to an allocation shall not be limited by the criteria set forth in Wis. Stat. § 703.365(6)(a).

Notwithstanding Wis. Stat. § 703.365(6)(d), if the decision of the arbitrator(s) results in a reduction to a category of Common Expenses assessed against the aggrieved Owner's Unit greater than 5% of the original assessment, then all costs of the arbitration proceedings shall be deemed to be an administrative expense of the Association and paid for by the Association. If such decision results in a reduction to a category of Common Expenses assessed against the aggrieved Owner's Unit equal to or less than 5% of the original assessment, then all costs of the arbitration shall be paid for by the aggrieved Unit Owner. If the aggrieved Unit Owner fails to pay such costs, then the Board may pay such expenses and specially assess the aggrieved Owner's Unit for reimbursement of such costs

ARTICLE VI

NO SEVERANCE OF OWNERSHIP

Section 1. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to the Owner's Unit without including therein the "Appurtenant Interests" (defined in the following sentence), it being the intention hereof to prevent any severance of such combined ownership. The (i) undivided interest appurtenant to the respective Unit; (ii) membership of the Unit Owner of the Unit in the Association; and (iii) easements and rights of such Unit Owner, as provided in the Declaration, are collectively herein referred to as the "Appurtenant Interests." Any such deed, mortgage, or other instrument purporting to affect the Unit or one or more of the Appurtenant Interests, without including the Unit and all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which

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such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 2. Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease a Unit, or any portion thereof, unless and until all due and unpaid Common Charges and other assessments theretofore assessed against the Owner's Unit have been paid in full to the Board.

## ARTICLE VII

### INDEMNIFICATION; TRANSACTIONS WITH INTERESTED PARTIES

#### Section 1. Indemnification.

(a) Except as otherwise provided below, the Association shall, to the extent legally permissible, defend, save harmless and indemnify each person who is, or shall have been, a Director or officer of the Association against all liabilities and expense (including judgments, fines, penalties and reasonable attorneys' fees and all amount amounts paid, other than to the Association, in compromise or settlement) imposed upon or incurred by any such person in connection with, or arising out of, the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he or she may be a defendant or with which he or she may be threatened or otherwise involved, directly or indirectly, by reason of his or her being or having been such a Director.

(b) The Association shall provide no indemnification with respect to any matter as to which any such Director shall be finally adjudicated in such action, suit or proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Association.

(c) As used in this Section, the term "Director" includes such person's heirs, executors, administrators and legal representatives, and an "interested" Director is one against whom in such capacity the proceeding in question or another proceeding on the same or similar grounds is then pending.

(d) The right of indemnification provided in this Section shall not be exclusive of or affect any other rights to which any Director may be entitled under any agreement, statute, vote of Unit Owners or otherwise. The Association's obligation to provide indemnification under this Section shall be offset to the extent of any other source of indemnification or any otherwise applicable insurance coverage under a policy maintained by the Association or any other person. Nothing contained in this Section shall affect any rights to which personnel of the Association other than Directors may be entitled by contract or otherwise.

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(e) Subject to any waivers of subrogation, to the extent permitted by law, each Unit Owner shall each be liable for their own negligent acts and omissions and each agrees to indemnify and hold the other harmless for any losses, damages, costs and expenses resulting therefrom.

Section 2. Transactions with Interested Parties. Any Director may be counted in determining the existence of a quorum and may vote at any meeting of the Board for the purpose of authorizing any contract or transaction between the Association and any corporation, firm, association, limited liability company, trust, partnership or person even if such Director is pecuniarily or otherwise interested in or is a director, member, trustee, officer or partner of such corporation, firm, association, trust or partnership or is a party to or is pecuniarily or otherwise interested in such contract or other transaction or is in any way connected with any person or persons, firm, association, trust, partnership or corporation pecuniarily or otherwise interested therein. Such contract or transaction shall be given like force and effect as if such Director were not so interested, or were not a director, member, trustee, officer or partner of such other corporation, firm, association, trust, or partnership, provided that the terms of such contract or transaction must be reasonably comparable to the terms of similar contracts or transactions involving similar circumstances, or consistent with the terms to which such a contract or transaction would likely be subject if no such interested party were involved, or approved by unanimous vote of the Board.

## ARTICLE VIII

### RECORDS

Section 1. Records and Audits. The Board shall keep detailed records of the actions of the Board, minutes of the meetings of the Board and Association. The Board shall keep and maintain, or cause to be kept and maintained, the financial records and books of account of the Association as well as a separate account for each Unit, which among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. Copies of the Declaration, these Bylaws and Rules and Regulations (if any) and the Condominium Plat, as the same may be amended from time to time, shall be maintained at the office of the Board and shall be available for inspection by Unit Owners, their authorized agents and Listed Mortgagees during reasonable business hours. Unless otherwise agreed to by all Directors, the records of the Board shall be physically kept and maintained by the Presiding Member.

Section 2. Examination of Books. Each Unit Owner and each Listed Mortgagee of a Unit shall be permitted to examine the books of account of the Condominium during reasonable business hours.

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## ARTICLE IX

## MISCELLANEOUS

Section 1. Service of Notice -- Waiver. Whenever any notice is required to be given under the provisions of the Declaration, the Condominium Law, or these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 2. Notice of Mortgage to Board. A Unit Owner who mortgages its Unit shall notify the Board of the name and address of his mortgagee and shall file a conformed copy of the mortgage with the Board.

Section 3. Notice of Default. When a Unit Owner is given notice of a default, the Board shall send, or cause to be sent, a copy of such notice to the Listed Mortgagees of such Unit.

Section 4. Listed Mortgagee. As used in these Bylaws, "Listed Mortgagee" shall mean a mortgagee holding a mortgage of record on a Unit of which the Unit Owner affected, or such mortgagee, has given the Board written notice, specifying the address to which notices are to be sent in all instances when written notice is required by these Bylaws to be sent to a Listed Mortgagee. Such a mortgagee shall remain a Listed Mortgagee until the Board receives written notice from the mortgagee of withdrawal of the listing or written evidence that the mortgage is discharged of record. "Listed First Mortgagee" shall mean a Listed Mortgagee with a first record priority on the Unit in question.

Section 5. Assignment by Unit Owner of Rights and Options. The right of any Unit Owner to vote to grant or withhold any consent, and to exercise any right or option herein granted to a Unit Owner, may be assigned or transferred in writing to or restricted in favor of any Listed Mortgagee or any lessee of the entire Unit, and the Board shall be bound by any such assignment or transfer upon notice in writing to the Board by the Unit Owner and such Listed Mortgagee setting forth the terms of such assignment.

Section 6. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 7. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

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Section 8. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 9. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

## ARTICLE X

### AMENDMENTS TO BYLAWS

These Bylaws may be modified or amended with the approval of Unit Owners possessing not less than eighty percent (80%) of all votes in the Association.

## ARTICLE XI

### CONFLICTS

In case any provisions of this these Bylaws conflict with the requirements of the Condominium Law, the Ground Lease or the Declaration, the requirements of the Condominium Law, the Ground Lease or the Declaration, as the case may be, shall control.

To the extent that there are any inconsistencies between the Declaration and these Bylaws, as amended, with respect to the percentage in any voting or consent requirements, the higher or highest percentage necessary for approval shall prevail. To the extent that the Condominium Law mandates that a higher percentage apply than is set forth in any voting or consent requirements in the Declaration or these Bylaws, the Condominium Law shall govern.





## GROUND LEASE

**THIS GROUND LEASE** (the “**Lease**”) is made as of May 1, 2024 (the “**Effective Date**”), by and between the **REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN, WISCONSIN**, a public body corporate of the State of Wisconsin (“**Landlord**”), and **INSPIRED HOLDINGS LLC**, a Wisconsin limited liability company (“**Tenant**”).

### RECITALS

- A. Landlord is the fee owner of the approximately .771 acres of real property located in the City of Sheboygan, Wisconsin, and legally described on Exhibit A attached to this Lease and incorporated herein by reference (the “**Premises**”), subject to covenants, restrictions, reservations, liens, encumbrances, conditions, encroachments, easements and other matters of title that affect the Premises (“**Permitted Encumbrances**”);
- B. Tenant desires to lease the Premises for the purpose of constructing a residential condominium project containing three (3), four-plex buildings for a total of twelve (12) condominium units (the “**Project**”), on the terms and conditions set forth in this Lease.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant each hereby agrees as follows:

#### 1. GRANT OF LEASE; LEASE TERM; AND TENANT’S ACCEPTANCE OF CONDITION OF PREMISES.

1.1 Grant of Lease. In consideration of rents, terms, covenants and agreements to be performed and observed by Tenant, as hereinafter set forth, Landlord leases to Tenant, and Tenant rents from Landlord the Premises subject to this Lease and the Permitted Encumbrances.

1.2 Term. The term of this Lease shall be for seventy-five (75) Lease Years (as defined below), unless terminated earlier or otherwise extended as expressly provided herein (the “**Term**”). The Term shall commence on the Effective Date (the “**Commencement Date**”). For purposes of this Lease, a “**Lease Year**” means from May 1 of one calendar year to April 30 of the immediately succeeding calendar year.

1.3 Extension of the Term. Provided on the day prior to the end of the then current Term: (a) this Lease is in full force and effect, (b) both Tenant and the Association (as defined below), including, without limitation, all successors and assigns of Tenant and the Association, have performed all of Tenant’s obligations and covenants under this Lease, and (c) there is no uncured default or event of default by Tenant or the Association under this Lease, the Term of this Lease shall automatically extend for a successive five (5) Lease Year period; unless otherwise terminated by the Tenant or the Association on or prior to the November 1 immediately preceding the expiration of the then current Term.

1.4 “AS IS” Condition. The Tenant has inspected the Premises and accepts the Premises “AS IS,” “WHERE IS” and “WITH ALL FAULTS” in its current condition without any express, implied or any other representations or warranties as to the condition of the Premises by

Landlord. Landlord expressly disclaims any warranties or representations regarding the Premises and any and all conditions or entitlements related to the Premises and, further, makes no warranties or representations regarding the suitability of the Premises for the Project or Tenant's use. Tenant warrants and represents that Tenant had adequate time and opportunity to conduct all due diligence Tenant deems necessary on the Premises and that Tenant is relying solely upon Tenant's own judgment in proceeding to enter into this Lease and build the Project on the Premises.

2. **RENT.**

2.1 **Rent.** Tenant shall pay to Landlord the sum of Ten Thousand Eight Hundred Seventy Dollars (\$10,870.00) annually for each of the first five (5) Lease Years of the Term as rent for use of the Premises under the terms of this Lease (the "**Rent**"). Rent shall be paid without demand therefor and without abatement, deduction, or set-off. Rent for each Lease Year shall be due and payable in two (2) equal installments of the then applicable Rent with the first installment due on June 30 of such Lease Year and the second installment due on January 31 of such Lease Year. For example purposes only, the installments of Rent during the first five (5) Lease Years shall be Five Thousand Four Hundred Thirty-Five Dollars (\$5,435.00) each.

On the fifth (5<sup>th</sup>) anniversary of the Commencement Date, and on every five-year anniversary thereafter (for the avoidance of any doubt, this means on the tenth (10<sup>th</sup>) anniversary of the Commencement Date, on the fifteenth (15<sup>th</sup>) anniversary of the Commencement Date, on the twentieth (20<sup>th</sup>) anniversary of the Commencement Date and so on) during the Term, Landlord may adjust the Rent to be paid by Tenant under this Lease to an amount that equals 1/20<sup>th</sup> of the then market value of the land comprising the Premises, as determined by Landlord in its sole discretion. For example purposes only, Landlord estimates the market value of the land comprising the Premises as of the Commencement Date to be Two Hundred Seventeen Thousand Four Hundred Dollars (\$217,400.00), and 1/20<sup>th</sup> of such amount equals Ten Thousand Eight Hundred Seventy Dollars (\$10,870.00).

Tenant shall have the right to appeal the market value determination as though such appeal were an appeal as to the assessment of such property, which appeal shall be to the Board of Review of the City of Sheboygan, following the Board of Review's normal appeals procedure. In the event the Board of Review declines jurisdiction, the parties may submit the matter to arbitration governed by applicable law or any other procedure otherwise agreed to by the parties.

2.2 **Tenant's Obligation to Pay Taxes and all Operating Costs.** During the Term, Tenant shall pay all operating expenses of whatever nature that relate to the Premises including, but not limited to, Taxes (as defined below), insurance premiums, operating charges, maintenance charges, construction costs and any other charges, costs and expenses which arise on the Premises or may be contemplated under any provisions of this Lease during the Term.

2.3 **Lien Rights.** All Rent due and to become due and all other obligations of Tenant to Landlord under this Lease shall as a result of the recording of this Lease, be a first lien on the Premises, the Project and all improvements on the Premises, and all other liens shall be subordinate to the lien of this Lease, except as otherwise required by applicable law.

2.4 Place of Payment. All sums payable to Landlord under the terms of this Lease shall be paid to or upon the order of Landlord at the Landlord's address set forth in this Lease or as otherwise designated in writing by Landlord. Landlord may change its address by notice to Tenant of such change pursuant to the terms of this Lease.

2.5 Past Due Rent. If Tenant fails to timely pay Rent or any other charge due under this Lease, such failure to timely pay shall be a Default (as defined below) under this Lease and the unpaid amount shall, at Landlord's option and without waiving any other right of Landlord, bear interest from the due date to the date of payment at a rate of twelve percent (12%) per annum.

### 3. REQUIRED INFORMATION FOR PROJECT.

3.1 Required Information. The Landlord shall have the right to terminate this Lease, if the Required Information (as defined below) has not been timely provided by the Tenant to the Landlord and the City of Sheboygan, Wisconsin (the "City"), as applicable, in form and substance reasonably acceptable to the Landlord. On or before May 15, 2024, Tenant shall provide to the Landlord the following required information related to the Project (collectively, the "**Required Information**") and such other documentation as the Landlord or the City may request, both in form and in substance acceptable to the Landlord and the City:

- (a) A schedule for the construction of Tenant Improvements (as defined below) and identifying the following for the Project:
  - (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 Premises.
- (b) An estimated cost breakdown and construction budget summary listing the intended cost of each improvement and construction expense for the Project, including, without limitation, all hard costs and soft costs, and the cost breakdown and budget shall be certified in writing by Tenant and Tenant's general contractor.
- (c) Documentation confirming that Tenant 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 the Project. Tenant shall also provide copies of all approvals by all applicable government bodies and agencies (including, without limitation, municipal or state issued building permits for the Project).
- (d) A copy of the final construction plans and complete specifications for the intended construction related to the Project that are consistent with the provisions of this Lease (the "**Final Plans**"). The Final Plans must be certified as final and complete and be signed by Tenant, the consulting

engineer, architect and the general contractor (as applicable) and approved by Landlord and the City in writing.

- (e) All documents authorizing the construction and financing of the Project and directing the appropriate officer of Tenant to execute and deliver this Lease and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Lease (including, without limitation, authorizing resolutions of Tenant).
- (f) All of the documents related to the formation and governance of the Condominium (as defined below) and the Association (including, without limitation, the articles of incorporation, Bylaws (as defined below), executive summary and condominium plat).
- (g) [INSERT PERFORMANCE BOND PROVISIONS, IF NECESSARY]

#### 4. **COMMENCEMENT NOTICE; TENANT IMPROVEMENTS.**

4.1 **Commencement Notice.** Tenant shall provide a written notice to Landlord and the City of Tenant's intention to commence the Project on or before May 15, 2024 (the "**Commencement Notice**"). To be effective, the Commencement Notice shall be accompanied by, or Tenant shall have previously delivered all of the Required Information. If Tenant does not timely provide the Commencement Notice and all of the Required Information to the Landlord and the City, Tenant will be deemed to not be ready to develop the Project and be in Default under this Lease. If Tenant does not cure all outstanding Default(s) within thirty (30) calendar days after written notice of such Default(s), the Landlord may terminate this Lease and pursue all remedies available to it, whether set forth in this Lease, at law, in equity or otherwise.

4.2 **Tenant Improvements.** Tenant shall undertake, at Tenant's own expense, the following improvements, obligations and work on the Premises consistent with the Final Plans and all applicable laws, regulations and ordinances (collectively, the "**Tenant Improvements**"):

- (a) Tenant shall construct and timely complete the Project. Tenant shall commence construction of: (i) the first phase of the Project (install footings for the first four-plex building of Condominium units on the Premises as depicted in the site plan attached as Exhibit B, the "**First Phase**") on or before May 31, 2024; (ii) the second phase of the Project (install footings for the second four-plex building of Condominium units on the Premises as depicted in the site plan on Exhibit B, the "**Second Phase**") on or before May 31, 2025; and (iii) the third phase of the Project (install footings for the third four-plex building of Condominium units on the Premises as depicted in the site plan on Exhibit B, the "**Third Phase**") on or before May 31, 2026. Upon such commencement, Tenant shall proceed to fully satisfy and complete all of the improvements, obligations and work set forth in this Section 4.2 with due diligence and without unreasonable delay or interruption (with the exception of force majeure events, if any, as defined below). On or before June 1, 2025 (the "**First Phase Completion Date**"),

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the First Phase of the Project shall be completed (all four Condominium units in the First Phase building are open and available for occupancy), on or before June 1, 2026 (the “**Second Phase Completion Date**”), the Second Phase of the Project shall be completed (the next four Condominium units in the Second Phase building are open and available for occupancy), and on or before June 1, 2027 (the “**Third Phase Completion Date**”), the Third Phase of the Project shall be completed and on the Third Phase Completion Date all twelve (12) Condominium units of the Project shall be open and available for occupancy.

- (b) Tenant shall promptly pay for all applicable City impact fees and charges related to the Project as and when due.
- (c) Tenant shall be responsible for all landscaping on the Premises, including, without limitation, trees, shrubs, seeding or sod related to the Project.
- (d) Tenant shall install, or have installed, all electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Project.
- (e) Tenant shall install, or have installed, all sanitary sewer and water laterals on the Premises, as well as connections of such laterals to new or existing sewer and water mains.
- (f) Tenant shall install, or have installed, all storm water drainage systems and facilities on the Premises, including drain tiles, pipes, detention ponds and retention ponds, consistent with all applicable laws, regulations and specifications for such systems and facilities.
- (g) Tenant shall be responsible for all erosion control measures related to Project and the construction of all improvements on the Premises.
- (h) Tenant shall be responsible for all costs related to the work to be performed by Tenant under this Lease, including, but not limited to, all applicable engineering, inspections, materials, labor, permit, impact, license and any and all other fees.

The obligations of Tenant under this Lease shall be deemed covenants running with the land and shall be applicable to Tenant’s successors and assigns and all other persons or entities acquiring any interest in the Premises during the Term of this Lease.

4.3 Progress and Quality of Work. Upon commencement of the Tenant Improvements, Tenant shall proceed to the full completion of the Tenant Improvements with due diligence and without delay or interruption with the exception of force majeure events, if any, as provided below. Subject to the foregoing, completion of each phase of the Project shall occur on or before the applicable completion date set forth in Section 4.2 above. All work to be performed by or on behalf of Tenant related to the Project shall be performed in a good and workmanlike manner, consistent with the prevailing industry standards for such work in the area of the City.

4.4 Compliance Obligations. All of the Tenant Improvements shall be completed in accordance with all applicable laws, regulations, ordinances and building and zoning codes and Tenant shall, at Tenant's cost, obtain and maintain all necessary permits and licenses for the Tenant Improvements.

4.5 Time is of the Essence. Time is of the essence with reference to Tenant's obligation to commence and complete the Tenant Improvements.

5. USE.

5.1 Permitted Use. The Project and Tenant Improvements thereon shall be used solely for residential condominium units, subject to the restrictions set forth herein. Neither Tenant nor any successor or assign of Tenant (including, without limitation, the Association (as defined below) shall use or permit the Tenant Improvements to be used in any manner other than the manner permitted by this Lease.

5.2 Prohibited Uses. **NEITHER TENANT NOR ANY SUCCESSOR OR ASSIGN OF TENANT (INCLUDING, WITHOUT LIMITATION, THE ASSOCIATION) SHALL PERMIT ANY TENANT IMPROVEMENT (INCLUDING, WITHOUT LIMITATION, ANY CONDOMINIUM UNIT ON THE PREMISES) TO BE: (A) SUBJECT TO ANY LEASE, CONTRACT OR AGREEMENT OF ANY KIND (WHETHER WRITTEN OR ORAL) FOR ANY TRANSIENT USE OR OCCUPANCY, INCLUDING, BUT NOT LIMITED TO, "SHORT-TERM RENTALS"; (B) USED FOR ANY TRANSIENT USE OR OCCUPANCY, INCLUDING, BUT NOT LIMITED TO, "SHORT-TERM RENTALS"; OR (C) SUBJECT TO A "SUB-LEASE."**

**FOR THE PURPOSES OF THIS LEASE, "SHORT-TERM RENTALS" MEANS THE LEASE OR USE OF ANY TENANT IMPROVEMENT (INCLUDING, WITHOUT LIMITATION, ANY CONDOMINIUM UNIT ON THE PREMISES) FOR A PERIOD SHORTER THAN 365 CALENDAR DAYS (OR 366 CALENDAR DAYS IN A LEAP YEAR), WHETHER SUCH LEASE OR USE IS EVIDENCED BY A LEASE, CONTRACT OR AGREEMENT OF ANY KIND (WHETHER WRITTEN OR ORAL). FOR PURPOSES OF THIS LEASE, A "SUB-LEASE" MEANS A LEASE, CONTRACT OR AGREEMENT OF ANY KIND (WHETHER WRITTEN OR ORAL) ENTERED INTO BY A TENANT OF A TENANT IMPROVEMENT (INCLUDING, WITHOUT LIMITATION, ANY CONDOMINIUM UNIT ON THE PREMISES) WITH A THIRD PARTY REGARDING THE USE, OCCUPANCY OR GRANTING OF ANY RIGHT RELATED TO SUCH TENANT IMPROVEMENT THAT IS ALREADY SUBJECT TO A LEASE BY SUCH TENANT AT SUCH TIME.**

**NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, NEITHER TENANT NOR ANY SUCCESSOR OR ASSIGN OF TENANT (INCLUDING, WITHOUT LIMITATION, THE ASSOCIATION) SHALL USE OR PERMIT ANY TENANT IMPROVEMENT TO BE USED IN ANY MANNER WHICH IS CONTRARY TO ANY APPLICABLE STATUTE, RULE, ORDER, ORDINANCE, REQUIREMENT OR REGULATION, VIOLATE ANY CERTIFICATE OF OCCUPANCY AFFECTING THE PROJECT OR THE PREMISES, CAUSE INJURY OR**

**DAMAGE TO THE PROJECT OR PREMISES, CAUSE THE VALUE OR USEFULNESS OF ALL OR ANY PART OF THE PROJECT OR PREMISES TO DIMINISH (OTHER THAN NORMAL WEAR AND TEAR), CONSTITUTE A PUBLIC OR PRIVATE NUISANCE OR WASTE, OR RENDER THE INSURANCE ON THE PROJECT OR PREMISES VOID OR THE INSURANCE RISK MORE HAZARDOUS OR CREATE ANY DEFENSE TO PAYMENT. TENANT AND ALL SUCCESSORS AND ASSIGNS OF TENANT (INCLUDING, WITHOUT LIMITATION, THE ASSOCIATION) AGREES THAT IT WILL PROMPTLY, UPON DISCOVERY OF ANY SUCH PROHIBITED USE, TAKE ALL NECESSARY STEPS TO COMPEL THE DISCONTINUANCE OF SUCH PROHIBITED USE.**

5.3 No Adverse Possession. Neither Tenant nor the Association shall use, suffer or permit all or any portion of the Premises to be used in such manner as might reasonably tend to impair Landlord's title to all or any portion of the Premises, or in such manner as might reasonably make possible a claim of adverse possession or of implied dedication of all or any portion of the Premises.

6. TAXES.

6.1 Taxes. "Taxes" shall mean real estate taxes, assessments (general or special), sewer rents, rates and charges, transit taxes, taxes based upon leases or the receipt of rent, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary which may now or subsequently be levied, assessed or imposed against all or any portion of the Premises and/or the Project, any interest in the Premises or the Project, or any improvements thereon. At its sole cost and expense, Tenant shall pay all Taxes. Notwithstanding anything contained in the foregoing definition to the contrary:

- (a) If at any time the method of taxation then prevailing shall be altered so that all or any part of any new or additional tax, assessment, levy, imposition or charge shall be imposed upon Landlord in place or partly in place of any Taxes or contemplated increase in such Taxes, or in addition to Taxes, and shall be measured by or be based in whole or in part upon the Premises or the Project, the rents or other income from the Premises or the Project or any leases of all or any part of the Premises or the Project, then all or any part of such new taxes, assessments, levies, impositions or charges, shall be included in Taxes levied, assessed or imposed against the Premises or Project and are obligations to be paid by Tenant under this Lease. Tenant shall advance to Landlord, prior to the due date of any such Taxes an amount equal to any Taxes Landlord may be required to pay under this Section 6.1(a).
- (b) Notwithstanding the Lease Year for which any such taxes or assessments are levied, in the case of special taxes or assessments which may be payable in installments, the amount of each installment, plus any interest, payable during any Lease Year shall be considered Taxes assessed and levied for that Lease Year. Except as provided in the preceding sentence, all references to Taxes assessed, levied, confirmed or imposed during a



particular Lease Year shall be deemed to refer to Taxes levied, assessed or otherwise payable during such Lease Year without regard to when such Taxes are imposed.

6.2 Payment. At its sole cost and expense, Tenant shall pay directly, before any fine, penalty, interest or cost is incurred, all Taxes which are assessed, levied, confirmed, imposed or which become a lien upon the Premises or the Project with respect to any period of time within the Term. Taxes shall be prorated for the first and last Lease Year of the Term.

6.3 Contest. Tenant shall have the right at its own expense to contest the amount or validity, in whole or in part, of any Taxes by appropriate proceedings diligently conducted in good faith provided that, prior to contesting the Taxes, the Tenant either (i) pays the tax in full or (ii) deposits 100% of the amount of the Taxes, an irrevocable letter of credit in that amount or a bond in that amount with the Landlord. In connection with any such contest, Tenant shall reimburse Landlord for all attorneys' fees and other costs incurred by Landlord on demand and shall pay when due the Taxes, if any, as finally determined in such proceedings which Tenant had not previously paid, and all costs, fees, including attorneys' fees, interest, penalties, fines and other liabilities relating thereto.

## 7. INSURANCE.

7.1 Fire and Casualty. Tenant shall continuously maintain in full force and effect during the Term of this Lease a policy or policies of insurance insuring the Project and all Tenant Improvements to their Full Replacement Cost (as hereafter defined) against loss or damage by fire, casualty and extended perils and other perils with replacement cost and agreed amounts endorsements, and such other endorsements as may be reasonably required by the Landlord or, if applicable, Tenant's mortgagee, including, but not limited to, an endorsement to provide coverage against acts of terrorism. For the purposes of this Lease, "**Full Replacement Cost**" shall be interpreted to mean the cost of replacing the Project and all Tenant Improvements impacted by such fire, casualty or other peril to like kind and quality, with all required building code upgrades, as the Project and all such Tenant Improvements were prior to such fire, casualty or other peril and, in addition, a reasonable amount for architectural, engineering, legal, administrative and supervisory fees connected with the restoration or replacement of the Project and such Tenant Improvements as a result of such fire, casualty or other peril.

7.2 Liability. During the Term, Tenant shall continuously maintain in full force and effect the following additional insurance coverages:

- (a) Commercial general liability against any loss, liability or damage on, about or relating to all or any portion of the Project, the Premises and all Tenant Improvements, with limits of not less than \$2,000,000 each occurrence for bodily injury and property damage and \$3,000,000 combined single limit coverage for bodily injury or property damage claims, claims involving contractual liability, and claims for consequential damages arising out of or in connection with Tenant's operations in and maintenance and use of the Project, the Premises and all Tenant Improvements. Such limits may be increased from time to time as reasonably determined by the Landlord to

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amounts consistent with prevailing industry standards. Tenant shall carry excess umbrella insurance over the commercial general liability policy with limits of not less than \$2,000,000.

- (b) Appropriate insurance on all of personal property on the Premises and in the Tenant Improvements.
- (c) Workman’s compensation insurance in amounts required by applicable law.

7.3 Builder’s Risk. Tenant shall purchase and maintain property insurance written on a builder’s risk "all-risk" or equivalent policy form in the amount of the “contract sum” contained in its construction contract for all phases of the Project, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the Tenant Improvements on a Full Replacement Cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made to the Tenant’s contractor or construction manager for construction of the Project and all Tenant Improvements. This property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for an architect’s, contractor’s and/or construction manager’s services and expenses required as a result of such insured loss. This property insurance shall cover portions of the Project and Tenant Improvements stored off the Premises, and also portions of work in transit.

7.4 Policies. All fire, casualty and property policies of insurance required by this Lease shall provide that the proceeds shall be payable to Tenant and any mortgagee, as their interests may appear. The Landlord shall be named as an additional insured, on a primary and non-contributory basis, on the liability and builder’s risk policies. All policies of insurance shall be written by a company or companies reasonably satisfactory to Landlord and licensed in the State of Wisconsin, and with a general policyholder’s rating of not less than A and a financial rating of not less than XI in the most current available Best’s insurance reports, and on a form acceptable to Landlord. Certificates of insurance reasonably acceptable to Landlord (or a copy of the policy if requested by Landlord’s lender) shall be delivered to Landlord endorsed “Premium Paid” by the company or agent issuing the same or accompanied by other evidence satisfactory to Landlord that the premiums have been paid as of the Effective Date; and prior to expiration of such policy, certificates of insurance, plus evidence of premium payment, shall be delivered to Landlord not less than twenty (20) days prior to the expiration of the then current policy term. Each policy shall not be cancelled or coverage decreased without at least thirty (30) days prior written notice to the Landlord given by the Tenant.

7.5 Blanket Policies. Nothing in this Section 7 shall prevent Tenant from taking out insurance of the kind and in the amount provided for under the preceding paragraphs of this Section 7 under a blanket insurance policy or policies which may cover other properties owned or operated by Tenant as well as the Project; provided, however, that any such policy of blanket insurance of the kind provided for shall (a) specify the amounts exclusively allocated to the Project

and all Tenant Improvements or Tenant shall furnish Landlord and any mortgagee with a written statement from the insurers under such policies specifying the amounts of the total insurance exclusively allocated to the Project and all Tenant Improvements, and (b) not contain any clause which would result in the insured being required to carry any insurance with respect to the property covered in an amount not less than any specific percentage of the Full Replacement Cost of such property in order to prevent the named insured from becoming a co-insurer of any loss with the insurer under such policy; and further provided, however, that such policies of blanket insurance shall, as respects the Project and all Tenant Improvements, contain the various provisions required of such an insurance policy by the provisions of this Section 7.

7.6 Tenant's Indemnification. Tenant agrees to indemnify and save Landlord and the City harmless against and from any and all third party claims, damages, losses, liabilities and expenses (including, without limitation, reasonable attorneys' fees), arising out of Tenant's construction of the Project and Tenant Improvements or from any breach or default on the part of Tenant in the performance of any covenant or agreement to be performed pursuant to the terms of this Lease, or from any act or negligence of Tenant, its agents, contractors, servants, employees, sublessees, concessionaires or licensees in or about the Project or the Premises; but excluding any claims, damages, losses, liabilities or expenses to the extent caused by the willful misconduct of Landlord or Landlord's employees, agents, contractors or invitees. In case any action or proceeding is brought against Landlord or the City by reason of any claim covered by Tenant's indemnity, Tenant, upon notice from Landlord or the City, shall defend such action or proceeding that is brought against Landlord or the City by reason of any such claim. Tenant, upon notice from Landlord or the City, covenants to defend such action or proceeding at no cost or expense to Landlord or the City. Landlord reserves its rights as an additional insured on the insurance policies, if any, to approve counsel selected by the insurance company. If the claim is in excess of the insurance limits, Tenant will engage counsel to defend Landlord or the City on the excess claim who is reasonably acceptable to the Landlord.

## 8. UTILITIES.

8.1 Utility Service. Tenant shall directly pay, when due, all charges of every nature, kind or description for utilities furnished to the Premises, the Project or any Tenant Improvements thereon or otherwise chargeable against the Premises, the Project or Tenant Improvements during the Term, including all charges for water, sewage, heat, gas, light, garbage, electricity, telephone, digital subscriber line, or other public or private utility services. Landlord shall not be liable for the provision of any such services or any interruption or discontinuation of any such services nor shall such interruption or discontinuation constitute grounds for constructive eviction.

8.2 Deposits. In the event that any charge, deposit or fee is required to furnish any utility to the Premises as a condition precedent to furnishing or continuing to furnish such utility, such charge, deposit or fee shall be deemed to be a utility charge payable directly by Tenant.

## 9. REPAIRS.

9.1 Good Order and Repair. At its sole cost and expense throughout the Term, Tenant shall (a) take good care of the Premises and all Tenant Improvements thereon; (b) keep the

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same in good order and condition (ordinary wear and tear and casualty damages not covered by insurance excepted); and (c) make and perform all maintenance and all repairs, interior and exterior, structural and non-structural, of every nature, kind and description in and to the Premises, the Tenant Improvements and the Project as may be necessary or advisable to keep the Premises, the Tenant Improvements and the Project in good working condition. When used in this Lease, "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. All repairs made by Tenant shall be at least equal in quality to the original work performed in constructing the Project and all such Tenant Improvements and shall be made in a good and workmanlike manner in accordance with all applicable laws, ordinances and regulations.

9.2 Exterior Maintenance. At all times during the Term, Tenant shall take good care of, repair and maintain all driveways, pathways, roadways, sidewalks, curbs, parking areas, loading areas, landscaped areas, entrances and passageways in good order and repair and shall promptly remove all accumulated snow, ice and debris from any and all driveways, pathways, roadways, sidewalks, curbs, parking areas, loading areas, entrances and passageways, and keep all portions of the Project, including appurtenant areas, in a clean and orderly condition free of snow, ice, dirt, rubbish, debris and unlawful obstructions.

9.3 No Landlord Responsibility. Landlord shall not be required to furnish any services or facilities or to make any repairs, replacements or alterations whatsoever in, about or to the Project or the Premises.

10. COMPLIANCE WITH LAWS. Tenant shall at its sole cost and expense promptly comply or cause compliance with or remove or cure or repair any violation of any and all encroachments, any present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and other governmental bodies having jurisdiction over the Project or the Premises and the appropriate departments, commissions, boards and their officers; and the orders, rules and regulations of the Board of Fire Underwriters where the Project is situated; or any other body now or subsequently constituted exercising lawful or valid authority over the Project.

11. CONSTRUCTION LIENS AND OTHER LIENS. Tenant shall not suffer or permit any construction lien or other lien to be filed against all or any portion of the Project or the Premises, by reason of work, labor, services, equipment or materials supplied or claimed to have been supplied to the Project or Premises, or any portion of the Project or Premises. If any such construction lien or other lien shall at any time be filed against all or any portion of the Project or Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after notice thereof. If Tenant shall fail to discharge such construction lien or liens or other lien within such period it shall be deemed a Default and then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying to the claimant the amount claimed to be due or by procuring the discharge of such lien as to the Project or Premises by deposit of a cash sum or a bond or other security, or in such other manner as is now or may in the future be provided by present or future law for the discharge of such lien as a lien against the Project. Any amount paid by Landlord, or the value of any deposit so made by Landlord, together with all costs, fees and expenses (including reasonable attorneys' fees), and interest at the rate of three percent (3%) above the prime rate as published from time to time by the Wall Street Journal or publication of a similar nature if the Wall Street Journal stops publishing

per annum (the “**Default Interest Rate**”), shall be repaid by Tenant to Landlord on demand. Tenant shall indemnify and defend Landlord and its agents and employees and save Landlord, its agents and employees and all or any portion of the Project and Premises, harmless from all losses, costs, damages, expenses, liabilities, suits, penalties, claims, demands and obligations, including, without limitation, attorneys’ fees, resulting from the assertion, filing, foreclosure or other legal proceedings with respect to any such mechanic’s lien or other lien placed on the Premises or against the Tenant.

12. **TENANT’S REPRESENTATIONS, WARRANTIES AND COVENANTS.**

The Tenant hereby represents, warrants and covenants that:

- (a) Tenant is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;
- (b) Tenant has full authority to execute and perform this Lease and has obtained all necessary authorizations (whether by official board resolution or action, unanimous written consent in lieu of a meeting or otherwise) to enter into, execute, perform and deliver this Lease;
- (c) the execution, delivery, and performance of Tenant’s respective obligations pursuant to this Lease will not violate or conflict with (i) Tenant’s articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, (ii) any other agreement to which Tenant is a party, or (iii) any law applicable to Tenant or the Project;
- (d) this Lease constitutes legal, valid, and binding obligations of Tenant enforceable against Tenant in accordance with their respective terms;
- (e) Tenant will expeditiously complete the development and construction of Tenant Improvements and the Project in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the City regarding the Project;
- (f) Tenant will not make or consent to any material modifications to the Final Plans without the prior written consent of the Landlord or City, as applicable;
- (g) Tenant will promptly furnish to the Landlord and City, during the term of this Lease, written notice of any litigation affecting Tenant and any claims or disputes which involve a material risk of litigation against Tenant;
- (h) Tenant will deliver to the Landlord and City revised statements of estimated costs of the construction for Tenant Improvements showing changes in or

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variations from the original cost statement provided to the Landlord and City as soon as such changes are known to Tenant;

- (i) Tenant will provide to the Landlord and City, promptly upon the Landlord's request, any information or evidence deemed necessary by the Landlord or the City related to performance of Tenant under this Lease to enable the Landlord or the City to timely and accurately complete any accounting or reporting requirements applicable to the Landlord or the City related to the transactions under this Lease; and
- (j) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Tenant is pending or threatened, and no other event has occurred which may materially adversely affect Tenant's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the Landlord and City in writing.

### 13. **LANDLORD'S RIGHT TO CURE DEFAULT.**

13.1 Right to Cure. If Tenant shall at any time fail to (a) pay any Taxes in accordance with the provisions of this Lease; (b) obtain, pay for, maintain and deliver any of the copies of insurance policies or certificates of insurance provided for in this Lease; (c) make any repair required under the Lease; (d) make any other payment or perform any other act on its part to be made or performed under the Lease, then Landlord, after thirty (30) calendar days prior written notice to Tenant (or without notice in case of emergency or in the case of insurance) or such longer period if such cure cannot reasonably be completed by Tenant in a diligent, continuous, and commercially acceptable manner in such thirty (30) calendar day period provided that such cure longer period shall not exceed one hundred twenty (120) calendar days from the date of notice, and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease or any Default created by Tenant related thereto, may, but shall be under no obligation to, (i) obtain, pay for and maintain any of the insurance policies provided for in this Lease; (ii) make any repair; or (iii) make any other payment or perform any other act on Tenant's part to be paid or performed as provided in this Lease, and Landlord may enter upon the Premises for any such purpose and take all such action in the Premises or on the Premises as may be reasonably necessary. Nothing contained in this Lease shall be deemed as a waiver or release of Tenant from any obligation of Tenant or any Default under this Lease.

13.2 Reimbursement. All sums so paid by Landlord pursuant to Section 13.1 above and all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection with the performance of any such payment, together with interest at the Default Interest Rate from the respective dates of Landlord's making of each payment of such cost and expense, shall be paid by Tenant to Landlord within two (2) calendar days on written demand.

### 14. **DEFAULTS OF TENANT.**

14.1 Events of Default. The occurrence of any one or more of the following events shall constitute a "**Default**" under this Lease:

- (a) If default shall be made in the due and punctual payment of any amount to be paid by Tenant under this Lease, when and as the same shall become due and payable and such default shall continue for a period of thirty (30) calendar days after written notice given by Landlord to Tenant;
- (b) If default shall be made by Tenant in keeping, observing or performing any of the terms contained in this Lease, other than matters of an emergency nature and other than those referred to in paragraph (a) of this Section 14.1, and such default shall continue for a period of thirty (30) calendar days after written notice given by Landlord to Tenant or such longer period if such cure cannot reasonably be completed by Tenant or Lender in a diligent, continuous and commercially acceptable manner in such thirty (30) calendar day period provided that such cure longer period shall not exceed ninety (90) calendar days from the date of notice.
- (c) If any representation made by Tenant in this Lease is determined at any time to be materially inaccurate or misleading.
- (d) If (i) Tenant shall make an assignment for the benefit of creditors; (ii) a voluntary petition is filed by Tenant under any law having for its purpose the adjudication of Tenant a bankrupt, or an involuntary petition in bankruptcy is filed against Tenant which is not dismissed within sixty (60) days; (iii) a receiver be appointed for the property of Tenant where possession is not restored to Tenant within thirty (30) days; or (iv) any department of the State of Wisconsin or the federal government, or any officer of such department duly authorized, shall take possession of the business or any material property of Tenant unless (in the case of a petition filed against Tenant) the same is dismissed within sixty (60) days.

14.2 Remedies. If a Default in not timely cured, to the extent any cure is permitted hereunder, Landlord shall have the rights and remedies set forth below, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it at law or in equity or elsewhere in this Lease:

- (a) To the extent the conditions of Wis. Stats. §704.31 (as that section may be amended, renumbered or recreated from time to time) are met, Landlord may terminate this Lease and the Premises and all improvements thereon (including, without limitation, the Tenant Improvements) shall revert back to the Landlord;
- (b) Landlord may terminate Tenant's rights with regard to the Premises without terminating this Lease by giving written notice to Tenant that all of Tenant's rights to the Premises (including, without limitation, the right of possession) shall end on the date stated in such notice, whereupon Tenant's rights with regard to the Premises shall cease on the date stated in such notice; and

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(c) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord under this Lease by a suit or suits in equity or at law for the specific performance of any covenant or agreement in this Lease, and for the enforcement of any other appropriate legal or equitable remedy, including, without limitation, injunctive relief and for recovery of all monies due or to become due from Tenant under any of the provisions of this Lease. Landlord shall, to the extent required by law, mitigate Tenant's damages.

14.3 Surrender of Possession. If Landlord exercises either of the remedies provided for in Sections 14.2(a) and 14.2(b) above, Tenant shall surrender possession of and vacate the Premises and all Tenant Improvements and deliver possession of the Premises and Tenant Improvements back to Landlord in accordance with such provisions.

14.4 Additional Rights and Remedies. Notwithstanding anything to the contrary contained in this Lease, in addition to the remedies set forth herein, Landlord may pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Wisconsin.

14.5 Termination of Lease. In the event of the termination of this Lease by Landlord, Landlord shall be entitled to recover from Tenant all the accrued and unpaid Rent for the period up to and including such termination date as well as all other additional sums payable by Tenant, or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease, which may be then owing and unpaid, and all costs and expenses, including, without limitation, court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of its rights and remedies under this Lease. Notwithstanding the foregoing, all damages shall be subject to the Landlord's obligation to mitigate.

14.6 Personal Property. All property removed from the Project by Landlord pursuant to any provisions of this Lease or by law may be handled, removed or stored by Landlord at the cost and expense of Tenant. Tenant shall pay Landlord for all reasonable expenses incurred by Landlord in such removal and for storage charges for such property as long as the same shall be in Landlord's possession or under Landlord's control. All such property not removed from the Premises or retaken from storage by Tenant after the end of the Term and in accordance with applicable state statute, however terminated, shall, at Landlord's option, be conclusively deemed to have been abandoned. Landlord shall have a lien on all such property located on the Premises to secure the Tenant's obligations hereunder.

14.7 Costs. Tenant shall pay all reasonable costs, charges and expenses, including, without limitation, court costs and reasonable attorneys' fees of Landlord in enforcing the obligations of the Tenant under this Lease.

15. **DESTRUCTION AND RESTORATION.**

15.1 Restoration/Termination. Subject to Section 15.3, in the event the Project shall be damaged or destroyed by fire or otherwise, Tenant shall promptly complete all Restoration (as defined below) of the Project and all affected Tenant Improvements as soon as reasonably



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possible to at least the condition that the Project and all Tenant Improvements were in immediately prior to such damage or destruction with such changes or alterations (made in conformity with this Lease) as may be reasonably acceptable to Landlord and required by law. Tenant shall promptly give Landlord written notice of such damage or destruction upon any such occurrence and specify in such notice, in reasonable detail, the extent of such damage or destruction and the timeline for completion of such Restoration. For the purposes of this Lease, “**Restoration**” shall mean the restoration, repairs, replacements, rebuilding, changes and alterations, including the cost of temporary repairs for the protection of all or any portion of the Project and Tenant Improvements pending completion of such work on the Project and all impacted Tenant Improvements). The Restoration shall be carried on and completed in accordance with the provisions and conditions of this Lease. To the extent Landlord receives any insurance proceeds for the reconstruction of the Project and any impacted Tenant Improvements, it shall pay over to Tenant in accordance with Section 15.2 below the net insurance proceeds (after deduction of all costs, expenses and fees related to recovery of the insurance proceeds) received by Landlord in such event for the Restoration. If the total of the net amount of the insurance proceeds (after deduction of all costs, expenses and fees related to recovery of the insurance proceeds) recovered by Tenant and the net insurance proceeds to be paid by Landlord to Tenant hereunder is insufficient to complete the Restoration (as determined by Tenant obtaining a contractor’s guaranteed maximum price for the costs of Restoration and Landlord confirming its acceptance of the plan of Restoration) and there is a shortfall, Tenant shall deposit with a title insurance escrow agent the amount of the shortfall necessary to complete the Restoration less the amount of insurance proceeds available therefore.

15.2 Insurance Proceeds. All insurance monies recovered by Tenant or Landlord on account of any damage or destruction, plus the amount of any funds deposited by Tenant with Landlord subject to Section 15.1 above (including, without limitation, Landlord’s offsets from insurance proceeds), shall be applied by Tenant to the payment of the costs of the Restoration. Tenant shall enter into an escrow agreement with a title company, who shall issue down-dated title report to the Landlord with each disbursement to pay for the design and construction of the Restoration with a final down-dated endorsement when the Restoration is substantially complete.

15.3 Early Termination. If the Project shall be destroyed or damaged (through no intentional act of Tenant) and if Restoration cannot in the reasonable judgment of Landlord or Tenant be completed within four hundred fifty (450) calendar days after the date of such damage or destruction, or if Tenant is unable to escrow sufficient funds to pay for the Restoration, then either Landlord or Tenant shall have the option, within ninety (90) calendar days after the casualty, to terminate this Lease by notice, in writing, addressed to the other specifying such election. Upon giving of such notice, the insurance proceeds relating to such casualty shall be applied by Tenant first to raze and remove, within sixty (60) calendar days after such notice, any remaining improvements and restore the Premises to the condition the Premises were in prior to construction of the Project. All remaining insurance proceeds thereafter shall then be retained by Tenant. This Lease shall cease and come to an end on a date to be specified in such notice, which date shall not be more than sixty (60) days after the date of delivery of such notice. The Tenant shall pay to Landlord all Rent and other charges payable by Tenant under this Lease, apportioned to the date of such termination. Notwithstanding the foregoing, if the Project shall be destroyed or damaged during the last three years of the Term and if Restoration cannot in the reasonable judgment of Landlord or Tenant be completed within six (6) calendar months after the date of such damage or destruction, then either party shall have the option, within thirty (30) days after the casualty, to

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terminate this Lease by notice, in writing, addressed to the other party, specifying such election. Upon giving of such notice, all insurance proceeds relating to such casualty shall be applied by Tenant first to raze and remove, within sixty (60) calendar days after such notice, any remaining improvements and restore the Premises to the condition the Premises were in prior to construction of the Project. All remaining insurance proceeds shall be retained by the Tenant. The Lease shall cease and come to an end on a date to be specified in such notice, which date shall not be more than sixty (60) days after the date of delivery of such notice. Tenant shall pay to Landlord all Rent and other charges payable by Tenant under this Lease, apportioned to the date of such termination.

16. **CONDEMNATION.**

16.1 Taking all or a Material Portion of the Project. For the purposes of this Section 16, a “**Material Portion of the Project or Premises**” means a partial taking of the Project or the Premises that the Tenant reasonably determines to materially interfere with its remaining operations. If the entire Project or Premises or a Material Portion of the Project or Premises shall be taken during the Term as the result of the exercise of the power of eminent domain or conveyed under threat of such power (referred to below as the “**Proceedings**”), this Lease and all right, title and interest of Tenant under this Lease shall terminate on the earlier of taking of possession by the condemning authority or the date of vesting of title pursuant to such Proceedings. Landlord shall be entitled to and shall receive the total award made in such Proceedings attributable to the fee title in the land taken and Tenant shall be entitled to and shall receive the total award made in such proceedings attributable to the improvements, and for the cost of realigning, relocating or removing its personal property or for relocation expenses, and that does not reduce the amount payable to Landlord for the value of the fee taken.

16.2 Taking a Non-Material Portion of the Project. For the purposes of this Section 16, a “**Non-Material Portion of the Project or Premises**” means a partial taking of the Project or Premises that the Tenant reasonably determines does not materially interfere with its remaining operations. If, during the Term, a Non-Material portion of the Project or Premises is taken, this Lease shall, upon the earlier of taking of possession by the condemning authority or vesting of title in the Proceedings, terminate as to the parts so taken but remain valid and binding on all other parts not taken. Tenant and Landlord shall each be entitled to the award as provided in Section 16.1 above. Tenant covenants and agrees, at Tenant’s sole cost and expense (subject to reimbursement to the extent provided below), to promptly complete Restoration of that portion of the Project or Premises not so taken for the use of Tenant. Landlord and Tenant agree in connection with such Restoration to apply the net amount of any award (after deduction of all costs and expenses, including reasonable attorneys’ fees) to the Restoration in the same manner and to the same extent as provided for the Restoration of a casualty in Section 15.1 above.

17. **ASSIGNMENT AND SUBLETTING.**

17.1 Landlord Consent Required. Tenant shall not, without the prior written consent of Landlord, which consent may be withheld, conditioned or delayed in Landlord’s sole discretion and for any reason, (a) assign, transfer, mortgage, or encumber this Lease or any interest under it (except such mortgage or encumbrances related to any loans to the extent the proceeds from such loans pay for the design or construction of the Project, the Tenant Improvements and its appurtenant improvements, collectively, “**Loans**”) (b) allow to exist or occur any transfer of this

Lease or Tenant's interest in this Lease by operation of law (except for the assignment and transfer to the Association as contemplated expressly contemplated in this Lease). In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges under this Lease be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings, except as provided by law. Any such assignment shall be a Default under this Lease. Without limiting the generality of the foregoing, this Lease may not be assigned, transferred mortgaged or encumbered to (a) to any parent company, subsidiary, joint venture partner, related corporate entity or other affiliate of Tenant (i.e., any entity controlling, controlled by or under common control with Tenant), (b) to an entity that purchases all or substantially all of the assets of Tenant or any of Tenant's affiliates or any division of Tenant or any of Tenant's affiliates or (c) pursuant to a merger, consolidation or reorganization of Tenant or any affiliate of Tenant. Notwithstanding the foregoing terms of this Section 17.1, the restrictions on transfer shall not apply in the event of a sheriff's sale pursuant to a judgement of foreclosure obtained by the Tenant's lender solely related to the Loans.

17.2 No Release of Tenant. No assignment by Tenant and no consent by Landlord to any assignment shall operate to relieve Tenant from any covenant or obligation under this Lease or be deemed to be a consent to or relieve Tenant from obtaining Landlord's consent to any subsequent assignment by Tenant or anyone claiming by, through or under Tenant. Tenant shall pay all of Landlord's reasonable costs, charges and expenses, including, without limitation, Landlord's reasonable attorneys' fees incurred in connection with any assignment, subletting, use, occupancy, transfer or encumbrance made or requested by Tenant.

17.3 Assumption. If Tenant shall assign this Lease (as permitted in this Lease), the assignee shall expressly assume all of the obligations of Tenant under this Lease in a written instrument reasonably satisfactory to Landlord which shall be furnished to Landlord not later than fifteen (15) calendar days prior to the effective date of such assignment, together with a certified copy of an appropriate resolution authorizing such assumption.

17.4 Subletting Prohibition. No subletting of the Premises, the Project or any Tenant Improvements shall be permitted at any time, except with regard to a lease of a condominium unit located on the Premises that is: (a) entered into by the owner of such condominium unit and a tenant that will reside in such condominium unit for a period of at least three hundred sixty-five (365) calendar days (or three hundred sixty-six (366) calendar days in the event of a leap year), and (b) not otherwise deemed to be a Short-Term Rental (for the avoidance of any doubt, as such term is defined in Section 5.2 above).

18. **CHANGES AND ALTERATIONS.** All alterations to the Project and the Premises desired by Tenant or required by the Landlord under this Lease, after it is constructed, must be made at Tenant's own cost and expense in a good workmanlike manner in accordance with the laws, ordinances and codes relating thereto and free from any valid claim or claims for construction liens and in accordance with plans and specifications therefor first approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, interior and non-structural alterations that do not reduce the number or size of the units and are, in the aggregate, less than Twenty Thousand Dollars (\$20,000.00) shall not require Landlord's consent.

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19. **HAZARDOUS AND TOXIC MATERIALS.**

19.1 Definitions. For purposes of this Section 19, “**hazardous or toxic material**” shall be defined to include, without limitation, (a) asbestos or any material composed of or containing asbestos in any form and in any type, (b) polychlorinated biphenyl compounds (“**PCB**”) or any material composed of or containing PCB, or (c) any hazardous, toxic or dangerous waste, substance, material, smoke, gas or particulate matter, as from time to time defined by or for purposes of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and any law commonly referred to, as of the date of this Lease, as “Superfund” or “Superlien,” or any successor to such laws, or any other federal, state or local environmental, health or safety statute, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards concerning or in connection with hazardous, toxic or dangerous wastes, substances, material, smoke, gas or particulate matters as now or subsequently in effect (each an “**Environmental Law**” and, collectively, the “**Environmental Laws**”), or any common law theory based on nuisance or strict liability.

19.2 No Violations. Neither Tenant nor any of the Tenant Responsible Parties (as defined below) shall conduct or authorize the generation, transportation, storage, installation, treatment or disposal at or on the Premises, of any hazardous or toxic material in violation of any Environmental Law, and any such action by Tenant or any of the Tenant Responsible Parties shall constitute a Default.

19.3 No Liens. Tenant and the Tenant Responsible Parties shall keep the Project free of any lien imposed pursuant to any Environmental Laws.

19.4 Payment of Costs. Tenant and the Tenant Responsible Parties shall timely pay when due any and all costs of removal of any hazardous or toxic material located on the Premises (whether stored on, disposed in or otherwise).

19.5 Compliance with Laws. If Tenant or any of the Tenant Responsible Parties generates, transports, stores, treats or disposes of any hazardous or toxic material at or on the Premises:

- (a) Tenant shall, at its own cost and expense, comply with all Environmental Laws relating to clean-up or such hazardous or toxic materials and the restoration of the Premises, the Project and all impacted Tenant Improvements;
- (b) Landlord and Tenant shall promptly provide the other with copies of all communications, permits or agreements with any governmental authority or agency (federal, state or local) or any private entity relating in any way to the presence, release, threat of release, placement on or in the Premises, or the generation, transportation, storage, treatment, or disposal at the Premises, of any hazardous or toxic material;
- (c) Landlord and Landlord’s agents and employees shall have the right (upon giving Tenant any notice required by this Lease) to enter the Premises and/or conduct appropriate tests for the purpose of ascertaining that Tenant

and each of the Tenant Responsible Parties complies with all applicable laws, rules or permits relating in any way to the presence of hazardous or toxic materials on the Premises; and

- (d) In the event Tenant or any of the Tenant Responsible Parties uses, stores, originates hazardous or toxic materials on, in or at the Premises, then upon written request by Landlord, Tenant shall provide Landlord the results of appropriate tests of air, water and soil to demonstrate that Tenant and each of the Tenant Responsible Parties complies with the applicable Environmental Laws and all other applicable laws, rules or permits relating in any way to the presence of hazardous or toxic materials on the Premises.

19.6 Tenant's Duties. If the presence, release, threat of release, placement on or in the Premises, or the generation, transportation, storage, treatment, or disposal at the Premises of any hazardous or toxic material caused by Tenant, its employees, guests, agents, or contractors or any tenant of any condominium unit on the Premises or such tenant's, guests, agents or contractors (collectively, the "**Tenant Responsible Parties**"): (a) gives rise to liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Laws or any common law theory based on nuisance or strict liability; (b) causes a significant public health effect; or (c) pollutes or threatens to pollute the environment, Tenant shall promptly take any and all remedial and removal action necessary to clean up the Premises and mitigate exposure to liability arising from the hazardous or toxic material, whether or not required by law.

19.7 Environmental Indemnities by Tenant and Landlord.

- (a) Tenant agrees to indemnify, defend and hold harmless Landlord, Landlord's employees and service providers and any managing agents and leasing agents of the Premises, and all of their respective agents, partners, officers, directors and employees and all mortgagees (collectively, the "**Landlord Indemnitees**") from and against any and all debts, liens, claims, causes of action, administrative orders or notices, costs, personal injuries, losses, damages, liabilities, demands, lost profits, consequential damages, interest, fines, penalties or expenses, including attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by each of the Landlord Indemnitees resulting, directly or indirectly, from hazardous or toxic material brought onto the Premises by Tenant or by anyone for whom Tenant is liable (including, without limitation, the Tenant Responsible Parties) or for the migration of such hazardous or toxic material off the Premises during the Term of this Lease, except to the extent directly caused by the acts of Landlord or Landlord's agents or employees.
- (b) Landlord agrees to indemnify, defend and hold harmless Tenant, its managers, shareholders, partners, trustees, employees and members and their respective agents, partners, officers, directors and employees and all mortgagees and all Tenant Responsible Parties (collectively, the "**Tenant Indemnitees**") from and against any and all debts, liens, claims, causes of

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action, administrative orders or notices, costs, personal injuries, losses, damages, liabilities, demands, lost profits, consequential damages, interest, fines, penalties or expenses, including attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the Tenant Indemnitees resulting, directly or indirectly, from the hazardous or toxic material existing on the Premises as of the Effective Date, from hazardous or toxic material brought onto the Premises by the Landlord or for the migration of such hazardous or toxic material off the Premises during the Term of this Lease unless caused by or directly related to the acts or omissions of Tenant or any Tenant Responsible Parties. Landlord's obligations under this Section 19.7(b) shall survive the expiration or termination of this Lease.

19.8 Costs. Tenant agrees to indemnify, defend and hold harmless the Landlord Indemnitees from and against any and all damages, costs, losses, expenses (including, but not limited to, actual attorneys' fees and engineering fees) arising from or attributable to any breach by Tenant or any Tenant Responsible Parties of any of Tenants warranties, representations or covenants in this Section 19.

19.9 Survival. All of Tenant's obligations under this Section 19 shall survive the expiration or termination of this Lease.

20. **RESERVATION OF RIGHTS**. Landlord hereby reserves unto itself the right to grant easements to utility providers on any portion of the Premises for the purpose of the installation and maintenance of water, sewer, electric, telecommunications, and all other utilities for any purpose.

21. **CREATION OF CONDOMINIUM; TURNOVER TO CONDOMINIUM ASSOCIATION**.

21.1 Declaration. Tenant, contemporaneously after the execution of this Lease, shall record on the Premises a "Declaration of Condominium Ownership and of Easements, Restrictions, Conditions and Covenants" (the "**Declaration**") thereby creating the [ ] (the "**Condominium**").

21.2 Association. Tenant shall also file with the Wisconsin Department of Financial Institutions an [articles of incorporation] creating "[ ]" (the "**Association**"). Both the Declaration and the bylaws of the Association (the "**Bylaws**") shall expressly state:

- (a) that this Lease exists;
- (b) that this Lease is a restrictive covenant affecting the Premises and the provisions of this Lease shall control over any conflict between provisions in this Lease and the Declaration or the Bylaws;

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- (c) that the Condominium and the Premises (including, without limitation, any Tenant Improvements thereon) shall not be used in any manner other than as permitted in this Lease, including, without limitation, that:
- (i) any transient use or occupancy is expressly prohibited, including but not limited to, the lease or use of any Tenant Improvement (including, without limitation, any Condominium unit on the Premises) for a period shorter than 365 calendar days (or 366 calendar days in a leap year), whether such lease or use is evidenced by a lease, contract or agreement of any kind (whether written or oral); and
  - (ii) a Condominium unit may be subject to a lease, provided such lease is in compliance with Paragraph 21.2(c)(i) above, but **in no instance** shall any Condominium unit (or any such lease in compliance with Paragraph 21.2(c)(i) above) permit (or be subject to) an additional lease, contract or agreement of any kind (whether written or oral) as subleasing a Condominium unit is expressly prohibited.

21.3 Turnover of Condominium and Assignment of Lease to Association. Upon completion of all of the Tenant Improvements, Tenant shall:

- (a) turnover control of the Condominium to the Association; and
- (b) execute and deliver an assignment of this Lease to the Association (in form and substance reasonably acceptable to the Landlord, but with the understanding that such assignment will require the Association to become responsible for satisfying all obligations of the Tenant under this Lease).

Tenant shall provide to Landlord no less than sixty (60) calendar days prior written notice of the completion of all of the Tenant Improvements and the exact date the Tenant will turnover control of the Condominium to the Association. Upon the completion of all of the Tenant Improvements, Tenant turning over control of the Condominium to the Association and the assignment of this Lease to the Association, the Association shall become liable for all of Tenant's obligations under this Lease.

21.4 Turnover of Condominium as a Result of a Default. Upon the occurrence of a Default beyond all applicable cure periods, that occurs after the Condominium has been created but before the Condominium has been turned over to the Association, said Default shall automatically trigger Tenant to turnover control of the Condominium to the Association and execute and deliver an assignment of this Lease to the Association (in form and substance reasonably acceptable to the Landlord but in all instances with Tenant and Guarantor remaining responsible and obligated to satisfy all Tenant and Guarantor obligations under this Lease). If such a Default causes a termination of this Lease, Landlord may, but is not obligated to, in Landlord's sole discretion, enter into a new ground lease with the Association (along the same terms as set forth in this Lease) or exercise any and all remedies available to Landlord under this Lease, at law or in equity.

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22. **GUARANTY.** On or before the Effective Date, and as a condition precedent to the effectiveness of this Lease, Tenant shall cause Joel A. Pipkorn (the “**Guarantor**”), to execute and deliver to Landlord a “Completion and Rent Payment Guaranty” in form and substance of Exhibit C attached hereto and incorporated herein by reference (the “**Guaranty**”). Tenant hereby acknowledges and agrees that Landlord would not enter into this Lease with Guarantor’s execution and delivery of the Guaranty as required by this Section 22.

23. **OWNERSHIP OF IMPROVEMENTS ON EXPIRATION DATE OR TERMINATION OF LEASE.**

23.1 Subject to the terms hereof, Tenant shall be the owner of the Tenant Improvements on the Premises during the Term of this Lease.

23.2 Upon the expiration of the Term or termination of this Lease and subject to applicable law, the Premises and all Tenant Improvements and all other improvements on the Premises (including, without limitation, the Condominium) shall become the sole property of Landlord free and clear of any and all liens and encumbrances and Tenant shall surrender its interest in the Premises to Landlord, except that all movable trade fixtures and other personal property not affixed to the Premises shall be and remain the property of Tenant. Tenant agrees to execute and deliver to Landlord any reasonable documents requested by Landlord to confirm Landlord’s ownership of the Tenant Improvements and all other improvements on the Premises and to surrender its interest in the Project, the Premises, the Tenant Improvements and all other improvements on the Premises to Landlord.

24. **MISCELLANEOUS PROVISIONS.**

24.1 Inspection. Provided that Landlord has given Tenant reasonable prior notice (twenty-four (24) hours being deemed reasonable, except in case of emergency which then any shorter time period is deemed reasonable), Tenant agrees to permit Landlord and its authorized representatives to enter upon the Premises for the purpose of inspecting the same and to cause Tenant to make any necessary repairs to comply with any laws, ordinances, rules, regulations or requirements of any public body or the Board of Fire Underwriters, or any similar body, or otherwise pursuant to this Lease. Landlord will endeavor to exercise this right to reasonably avoid disruption to Tenant’s operations on the Premises.

24.2 Notices. Any notice given under this Lease shall be deemed effective when: (a) personally delivered in writing; (b) a commercially recognized overnight delivery service provides confirmation of delivery; or (c) the third calendar day after notice is deposited with the United States Postal Service (postage prepaid, certified with return receipt requested) and addressed as follows:

If to Landlord:  
Redevelopment Authority of the  
City of Sheboygan  
Attn: Executive Director  
828 Center Avenue, Suite 208  
Sheboygan, WI 53081

With copy to:  
Brion T. Winters, Esq.  
von Briesen & Roper, s.c.  
411 E. Wisconsin Ave., Suite 1000  
Milwaukee, WI 53202



City of Sheboygan  
Attention: City Attorney  
828 Center Avenue, Suite 210  
Sheboygan, WI 53081

If to Tenant:

Inspired Holdings LLC  
Attn: Joel A. Pipkorn  
N132W17558 Rockfield Road  
Richfield, WI 53076

24.3 Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the Rent, observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed and no Default existing under this Lease, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

24.4 Accord and Satisfaction. No payment received by Landlord of a lesser amount than the Rent or other costs, charges, fees or other amounts due hereunder shall be deemed to be other than on account of the earliest stipulated rent or other charges nor shall any statement on a check or any letter accompanying a payment of rent or other charges be deemed an accord and satisfaction. Landlord may accept payment without prejudice to Landlord's right to recover the balance of Rent or other charges or pursue any remedy in this Lease.

24.5 Estoppel Certificates. Tenant and Landlord (to the extent applicable to Landlord) shall, each without charge at any time and from time to time, within thirty (30) calendar days after written request by the other party, certify by written instrument (to the extent true), duly executed, acknowledged and delivered to any mortgagee, assignee of a mortgagee, proposed mortgagee, or to any purchaser or proposed purchaser, or to any other person dealing with Landlord, Tenant or the Premises:

- (a) That this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect, as modified, and setting forth the modifications);
- (b) The dates to which the Rent has been paid in advance;
- (c) Whether or not there are then existing any breaches or defaults by such party or the other party known by such party under any of the covenants, conditions, provisions, terms or agreements of this Lease against the enforcement of this Lease and specifying such breach or default, if any and if there are any such breaches or defaults, specify them and the steps needed to cure the same;

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- (d) That Tenant has made no advancements to or on behalf of Landlord for which it has the right to deduct from, or offset against, future Rent payments;
- (e) Tenant has accepted the Premises and is in full and complete possession of the Premises; and
- (f) Such other statements or certificates as any Mortgagee may reasonably request.

It is the intention of the parties hereto that any statement delivered pursuant to this Section 24.5 may be relied upon by any of such parties dealing with Landlord, Tenant or the Premises.

24.6 Partial Invalidity, Governing Law. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease or the application of such covenant, condition, provision, term or agreement to persons or circumstances other than to which it is held invalid or unenforceable, shall not be affected, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law. This Lease shall be construed and be enforceable in accordance with the internal laws of the State of Wisconsin without application of conflicts of law.

24.7 Successors. The covenants and agreements contained in this Lease shall bind and inure to the benefit of Landlord, its representatives, successors and assigns, and Tenant and its representatives, permitted successors and assigns (including, without limitation, the Association).

24.8 Captions. The caption of each article of this Lease is for convenience and reference only, and in no way defines, limits or describes the scope or intent of such article or of this Lease.

24.9 No Joint Venture. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant under this Lease.

24.10 Entire Agreement. This Lease contains the entire agreement between the parties and supersedes all prior and contemporaneous representations, covenants, warranties and agreements, if any, made by the Landlord. This Lease shall not be modified or amended in any manner except by an instrument in writing executed by the then current parties to this Lease.

24.11 No Surrender. No surrender by Tenant to Landlord of this Lease or of all or any portion of the Premises, or any interest in the Premises, prior to the expiration of the Term shall be valid or effective unless agreed to and accepted in writing by Landlord and any lender with a lien on Tenant's interests in this Lease or any portion of the Premises, and no act or omission by Landlord or any representative or agent of Landlord, other than such a written acceptance by Landlord and such Tenant lender, as set forth above, shall constitute an acceptance of any such surrender.

24.12 Time. Time is of the essence of this Lease, and all provisions in this Lease relating to this Lease shall be strictly construed.

24.13 Exculpatory Provision. In case of default under this Lease by Landlord, Tenant shall provide Landlord notice of such default and permit Landlord to cure such default within ninety (90) calendar days of the date of such notice. Tenant shall look solely to the interests of Landlord in the Premises and the rents derived from the Premises; and Landlord shall not have any personal liability to pay any indebtedness accruing under this Lease or to perform any covenant, either express or implied, in this Lease contained; and that no personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against, Landlord or any of Landlord's officers, agents or employees on account of this Lease or on account of any representation, warranty, covenant, undertaking or agreement of Landlord contained in this Lease, either express or implied, all such personal liability, if any, being expressly waived and released by Tenant and by all persons claiming by, through or under Tenant.

24.14 Immunity. Nothing contained in this Lease constitutes a waiver of any immunity available to the Landlord under applicable law.

24.15 Execution. The submission of this Lease for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises and this Lease becomes effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Tenant confirms that Landlord has made no representations or promises with respect to the Premises or the making or entry into of this Lease except as are expressly set forth herein, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, breach of any representations, or promises not expressly stated in this Lease.

24.16 Recording of a Memorandum of this Lease Permitted. On the Commencement Date, Landlord and Tenant, upon the request of either party, shall execute a Memorandum of Lease in a form approved for recording by the laws of the State of Wisconsin. Either party, at its cost, shall be entitled to record the Memorandum of Lease in the Office of the Register of Deeds for Sheboygan County, Wisconsin.

24.17 Force Majeure. If any party is delayed or prevented from timely performing any act required under this Lease by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, pandemic, epidemic, flood, riot, strike, lockout, supply shortages, freight embargo, power outages, extreme weather or other similar causes or acts of God, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) calendar days unless agreed to in writing by the parties hereto.

24.18 Counterparts. This Lease may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Lease by signing any such counterpart.

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24.19 Email and Facsimile Signatures. Signatures received by email or facsimile submission or by DocuSign or any other electronic signature platform shall be deemed to be original signatures.

[Signature page follows]

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

**LANDLORD:**

**REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN, WISCONSIN**

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

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

STATE OF WISCONSIN )  
  )I  
SHEBOYGAN COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, the above named \_\_\_\_\_, the \_\_\_\_\_ of the Redevelopment Authority of the City of Sheboygan, Wisconsin, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission \_\_\_\_\_

Draft

**TENANT: INSPIRED HOLDINGS LLC**

By: \_\_\_\_\_  
Name: Joel A. Pipkorn, Member

STATE OF WISCONSIN )  
 )I  
\_\_\_\_\_ COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, the above named Joel A. Pipkorn, a member of Inspired Holdings LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My commission \_\_\_\_\_

ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED GUARANTOR FOR PURPOSES OF THE GUARANTY PROVIDED WITH THIS LEASE AND I AGREE THAT SUCH GUARANTY IS DONE IN THE INTEREST OF MY MARRIAGE AND FAMILY.

**GUARANTOR:**

\_\_\_\_\_  
Joel A. Pipkorn, an individual

**MARITAL PURPOSE STATEMENT AND SPOUSAL CONSENT:**

My spouse, Joel A. Pipkorn, has agreed to personally guarantee obligations under this Lease and enter into a Guaranty for the benefit of the Landlord. I consent to this act by my spouse and acknowledge that such act was done in the interests of our marriage and family, but by signing below I am not becoming personally liable as a guarantor.

\_\_\_\_\_  
, Spouse of Joel A. Pipkorn

Draft

Item 11.

**EXHIBIT A**

**LEGAL DESCRIPTION OF PREMISES**

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**EXHIBIT C****GUARANTY****COMPLETION AND RENT PAYMENT GUARANTY**

**IN CONSIDERATION** of and as an inducement for the granting, execution and delivery by the **REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN, WISCONSIN**, a public body corporate of the State of Wisconsin (“**Landlord**”), of the Ground Lease dated as of May 1, 2024 (the “**Ground Lease**”), with **INSPIRED HOLDINGS LLC**, a Wisconsin limited liability company (“**Tenant**”), relating to the leasing, improvement, development and use of approximately .771 acres of real property located in Sheboygan, Wisconsin, as more particularly described in the Ground Lease (collectively, the “**Premises**”), the undersigned, Joel A. Pipkom, an individual (“**Guarantor**”), enters into this Completion and Rent Payment Guaranty (the “**Guaranty**”). Guarantor hereby covenants and agrees as follows:

1. Guarantor, jointly and severally with any other undersigned guarantors, unconditionally and irrevocably guarantees to Landlord the full, prompt and unconditional (a) performance of and observance by Tenant of each and every obligation, term, covenant, agreement and condition to be performed or observed by Tenant pursuant to the Ground Lease (including, without limitation, any and all payments due by Tenant under the Lease), (b) completion of the Tenant Improvements (as defined in the Ground Lease) in accordance with the terms and provisions of the Ground Lease and in compliance with all applicable laws, (c) plus any and all costs of collecting such sums or enforcing Landlord’s rights under the Ground Lease or this Guaranty, and (d) any and all other obligations of the Tenant under the Lease or the Guarantor under this Guaranty (each an “**Obligation**” and, collectively, the “**Obligations**”).

2. Guarantor hereby further covenants and agrees to, and with, Landlord that if an event of default under the Lease beyond the expiration of any applicable notice, grace or cure period (“**Default**”) shall at any time be made by Tenant in the payment of any Construction Costs (as defined below), the payment of Rent, or if Tenant should default in the performance and observance of any other Obligation, Guarantor shall, and will, forthwith immediately pay such Construction Costs, all such Rent and and/or any other Obligation. The term “**Construction Costs**” means all hard and soft costs of construction or restoration of the Project and Tenant Improvements together with all compensatory damages (excluding consequential, special and punitive damages of any kind), late charges, interest, actual out of pocket costs or fees, reasonable attorneys’ fees and actual out of pocket expenses incurred or suffered by Landlord as a result of non-payment of such costs, damages and the like. Without limiting the generality of the foregoing, Guarantor agrees that, for purposes of this Guaranty, the Construction Costs shall be equal to either of the following (at Landlord’s sole option): (i) the aggregate amount of such Construction Costs actually incurred by Landlord from time to time to and including the date on which completion of the Project and all Tenant Improvements in accordance with the terms of the Ground Lease occurs, together with interest on such amount from the date incurred until the date repaid, at the highest rate of interest permissible under applicable law, or (ii) (whether or not Landlord completes or intends to complete the Tenant Improvements) the estimated amount of such Construction Costs as determined by, at Landlord’s sole option, either (A) a court of competent jurisdiction or (B) a construction consultant reasonably acceptable to Landlord and Tenant at any time after a Default by Tenant has occurred, in each case less all funds paid by Tenant to Landlord to remedy such Default. Guarantor agrees that any amount estimated by the construction consultant as aforesaid, and any determination by the construction consultant with respect to industry practices, shall be conclusive for purposes of determining Guarantor’s liability hereunder, provided that the construction consultant has made such estimate or determination acting reasonably and in good faith.



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**EXHIBIT B**  
**SITE PLAN**

3. Guarantor's obligations under this Guaranty shall be binding on Guarantor's successors and assigns. All references in this Guaranty (a) to Landlord and Tenant shall include their successors and assigns; and (b) to Tenant, shall include any successors-in-interest to Tenant (whether or not directly succeeding Tenant) by reason of an Event of Reorganization (as defined in Paragraph 8 below).
4. The provisions of the Ground Lease may be changed by agreement between Landlord and Tenant without the consent of or notice to Guarantor. The provisions of the Ground Lease may be changed by agreement between Landlord and any permitted assignee of Tenant or any subsequent assignee without the consent of or notice to Guarantor. The Ground Lease may be assigned by Landlord or Tenant, all in accordance with the provisions of the Ground Lease, without the consent of or notice to Guarantor. This Guaranty shall guarantee all Obligations whether assigned or not by Tenant.
5. This Guaranty and Guarantor's obligations hereunder shall continue and remain in full force and effect notwithstanding Landlord's failure or delay from time to time to enforce any of its rights or remedies under the Ground Lease or this Guaranty.
6. If there is a Default by Tenant under the Ground Lease relating to the Obligations, including, without limitation, the payment of Rent, Landlord may proceed against either Guarantor or Tenant, or both, or Landlord may enforce against Guarantor or Tenant any rights that Landlord has under the Ground Lease relating to the Obligations, in equity or under applicable law. If the Ground Lease terminates and Landlord has any rights against Tenant after termination relating to the Obligations, Landlord may enforce those rights against Guarantor, without giving previous notice to Tenant or Guarantor. Guarantor hereby agrees that no notice of default need be given to Guarantor, it being specifically agreed and understood that this Guaranty of the undersigned is a continuing guarantee under which Landlord may proceed forthwith and immediately against Tenant or against Guarantor following any breach or default by Tenant.
7. Guarantor hereby expressly and knowingly waives all benefits and defenses under applicable law with respect to the enforcement of this Guaranty, including, without limitation: (a) the right to require Landlord to proceed against Tenant, proceed against or exhaust any security that Landlord holds from Tenant, or pursue any other remedy in Landlord's power; (b) any defense to its obligations hereunder based on the termination of Tenant's liability; (c) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty; and (d) all notices of the existence, creation, or incurring of new or additional obligations. Landlord shall have the right to enforce this Guaranty regardless of the acceptance of additional security from Tenant and regardless of the release or discharge of Tenant by Landlord or by others, or by operation of any law.
8. The obligations of Guarantor under this Guaranty shall remain in full force and effect and Guarantor shall not be discharged by any of the following events with respect to Tenant or Guarantor: (a) insolvency, bankruptcy, reorganization arrangement, adjustment, composition, assignment for the benefit of creditors, liquidation, winding up or dissolution; (b) any merger, acquisition, consolidation or change in entity structure, or any sale, lease, transfer, or other disposition of any entity's assets, or any sale or other transfer of interests in the entity (each, an "**Event of Reorganization**"); or (c) any sale, exchange, assignment, hypothecation or other transfer, in whole or in part, of Landlord's interest in the Premises or the Ground Lease. Nothing in this Paragraph 8 shall diminish the effect of any subsequent written agreement between Guarantor and Landlord.
9. Guarantor hereby represents and warrants that it has executed this Guaranty based solely on its independent investigation of Tenant's financial condition. Guarantor hereby assumes responsibility

for keeping informed of Tenant's financial condition and all other circumstances affecting Tenant's performance of its obligations under the Ground Lease. Absent a written request for such information by Guarantor, Landlord shall have no duty to advise Guarantor of any information known to it regarding such financial condition or circumstances.

10. Guarantor further agrees that it may be joined in any action against Tenant in connection with the said obligations of Tenant and recovery may be had against Guarantor in any such action. Guarantor hereby expressly waives all benefits and defenses under applicable law to the fullest extent permitted by applicable law. Guarantor agrees not to exercise any of its rights of subrogation or reimbursement against Tenant until after all amounts due and owing under the Ground Lease have been fully paid. If the foregoing waiver is determined by a court of competent jurisdiction to be void or voidable, Guarantor agrees to subordinate its rights of subrogation and reimbursement against Tenant to Landlord's rights against Tenant under the Ground Lease.

11. Guarantor hereby represents and warrants that, as of the date of the execution of this Guaranty by Guarantor, there is no action or proceeding pending or, to Guarantor's knowledge after due inquiry, threatened against Guarantor before any court or administrative agency which could adversely affect Guarantor's financial condition in a way which would jeopardize Guarantor's ability to satisfy its obligations under this Guaranty. The foregoing representation and warranty shall survive the execution and delivery of this Guaranty and is expressly made for the benefit and reliance of Landlord, and Landlord's partners, members, trustees, lenders, representatives, successors and assigns.

12. This Guaranty shall be one of payment and performance and not of collection. If there is more than one undersigned Guarantor, the term Guarantor, as used herein, shall include and be binding upon each and every one of the undersigned, and each of the undersigned shall be jointly and severally liable hereunder. If there is more than one undersigned Guarantor, Landlord shall have the right to join one or all of them in any proceeding or to proceed against them in any order.

13. Guarantor shall indemnify, defend (with counsel acceptable to Landlord), protect and hold harmless Landlord, and Landlord's agents, employees, representatives, successors and assigns from and against all liabilities, losses, claims, demands, judgments, penalties, damages, expenses and costs (including all attorneys' fees and costs to enforce any of the terms of this Guaranty or otherwise awarded hereunder) arising from or in any way related to any failure by Tenant or Guarantor to timely perform any of the Obligations.

14. The term "**Ground Lease**" whenever used in this Guaranty shall be deemed, and interpreted so as, to also include any renewals or extensions of the initial or renewal term(s), as the case may be, and any holdover periods thereunder.

15. All demands, notices and other communications under or pursuant to this Guaranty shall be in writing, and shall be deemed to have been duly given when personally delivered, or three (3) days after the date deposited in the United States Postal Service, first-class postage prepaid, certified with return receipt requested, or the delivery date designated for overnight courier services (e.g. Federal Express), or the date delivery is refused, addressed to the party at the address set forth below, or at such other address as may be hereafter designated in writing by either party to the other.

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Landlord:

Redevelopment Authority of the  
City of Sheboygan  
Attn: Executive Director  
828 Center Avenue, Suite 208  
Sheboygan, WI 53081

City of Sheboygan  
Attention: City Attorney  
828 Center Avenue, Suite 210  
Sheboygan, WI 53081

With a copy to:

Brion T. Winters, Esq.  
von Briesen & Roper, s.c.  
411 E. Wisconsin Ave., Suite 1000  
Milwaukee, WI 53202

Guarantor:

Joel A. Pipkorn  
N132W17558 Rockfield Road  
Richfield, WI 53076

16. Guarantor hereby represents and warrants that he may execute and deliver this Guaranty; that this Guaranty is binding on Guarantor in accordance with its terms; that the terms and provisions of this Guaranty are intended to be valid and enforceable in accordance with its terms.

17. Landlord may assign this Guaranty in conjunction with the assignment of all or any portion of Landlord's interest in the Ground Lease, without the necessity of obtaining Guarantor's consent thereto, and any such assignment shall not affect, or otherwise relieve, Guarantor from its obligations or liability hereunder. Guarantor may not assign or otherwise delegate any of its rights or obligations hereunder without first obtaining Landlord's written consent thereto, which consent may be withheld in Landlord's sole discretion. The terms and provisions of this Guaranty shall inure to the benefit of Landlord and Landlord's agents, employees, representatives, successors and assigns. Guarantor hereby acknowledges and agrees that Landlord is relying upon Guarantor's covenants, representations and warranties contained in this Guaranty in entering into the Ground Lease with Tenant, and Guarantor hereby undertakes to perform its obligations hereunder promptly and in good faith.

18. If all or any portion of the obligations guaranteed hereunder are paid or performed and all or any part of such payment or performance is avoided or recovered, directly or indirectly, from Landlord as a preference, fraudulent transfer or otherwise, then Guarantor's obligations hereunder shall continue and remain in full force and effect as to any such avoided or recovered payment or performance.

19. All representations and warranties made by Guarantor herein or made in writing pursuant to this Guaranty are intended to and shall remain true and correct as of the time of execution of this Guaranty, shall be deemed to be material, shall survive the execution and delivery of this Guaranty, and shall be relied upon by Landlord and Landlord's agents, employees, representatives, successors and assigns.

20. This Guaranty shall be enforced, governed by and construed in accordance with the laws of the State of Wisconsin, irrespective of its conflict of law rules. In addition, Guarantor hereby consents to the jurisdiction of any state or federal court located within Sheboygan County and irrevocably agrees that all actions or proceedings arising out of or relating to the Ground Lease and this Guaranty shall be litigated in such courts. Guarantor accepts generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts and waives any defense of forum non conveniens, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Guaranty. This Guaranty shall be subject to all valid

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applicable laws and official orders, rules and regulations, and, in the event this Guaranty or any portion thereof is found to be inconsistent with or contrary to any such laws or official orders, rules or regulations, the latter shall be deemed to control, and this Guaranty shall be regarded as modified with the inconsistent or contrary provisions removed and shall continue in full force and effect; provided, however, that nothing herein contained shall be construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction in the Premises.

21. This Guaranty and any exhibits hereto constitute the entire agreement between the parties with respect to the matters covered herein and supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

22. In the event Guarantor fails to perform any of its obligations under this Guaranty or in the event a dispute arises concerning the meaning or interpretation of any provision of this Guaranty, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including without limitation, court costs, expert fees, and reasonable attorneys' fees.

23. Time is of the essence of this Guaranty.

24. Notwithstanding any provision herein to the contrary, provided:

- (a) no Default exists under this Guaranty,
- (b) no Default (as defined in the Ground Lease) exists under the Ground Lease at such time as the Tenant Improvements are completed in full,
- (c) no Obligations remain outstanding, and
- (d) all provisions of Sections 21.1, 21.2 and 21.3 of the Ground Lease (regarding the creation of the condominium and turnover of the condominium to the Association (as defined in the Ground Lease) have been satisfied,

this Guaranty shall be terminated and Landlord shall release Guarantor from the Obligations.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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**IN WITNESS WHEREOF**, Guarantor has executed this Guaranty as of the date set forth below.

**GUARANTOR:**

\_\_\_\_\_  
Joel A. Pipkorn, an individual

I ACKNOWLEDGE AND AGREE THAT I AM ENTERING INTO THIS GUARANTY IN THE INTERESTS OF MY MARRIAGE AND FAMILY.

**GUARANTOR:**

\_\_\_\_\_  
Joel A. Pipkorn, an individual

**MARITAL PURPOSE STATEMENT AND SPOUSAL CONSENT:**

My spouse, Joel A. Pipkorn, has agreed to personally guarantee the Obligations under this Guaranty for the benefit of the Landlord. I consent to this act by my spouse and acknowledge that such act was done in the interests of our marriage and family, but by signing below I am not becoming personally liable as a guarantor.

\_\_\_\_\_  
\_\_\_\_\_, Spouse of Joel A. Pipkorn



Draft

Item 11.

**DECLARATION OF CONDOMINIUM FOR**

[\_\_\_\_\_]

Return to:  
Brion T. Winters  
von Briesen & Roper s.c.  
411 E. Wisconsin Ave., Ste. 1000  
Milwaukee, WI 53202

---

Parcel Number

**This is not a conveyance under Section 77.21(1), Wis. Stats. and is not subject to the Wisconsin real estate transfer fee or return.**



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## DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by Inspired Holdings LLC, a Wisconsin limited liability corporation (the "Declarant").

### ARTICLE I

#### DECLARATION

Declarant hereby declares that it is a ground lessee under a "Ground Lease" with the Redevelopment Authority of the City of Sheboygan dated contemporaneously herewith (the "Ground Lease") on the Land (as defined in Section 2.02), together with all easements, rights and appurtenances pertaining thereto (the "Property"), with express permission to make this Declaration, and further declares that the Declarant's interest in the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

### ARTICLE II

#### NAME; DESCRIPTION OF PROPERTY

2.01 Name. The name of the condominium created by this Declaration (the "Condominium") is "[\_\_\_\_\_]."

2.02 Legal Description. The land comprising the Property (the "Land") is located in the City of Sheboygan, County of Sheboygan, State of Wisconsin, and is legally described on **Exhibit A** attached hereto and made a part hereof.

2.03 Address. The address of the Condominium is [\_\_\_\_\_, Sheboygan, WI 53081.]

### ARTICLE III

#### DESCRIPTION OF UNITS

3.01 Identification of Units. The Condominium shall consist of twelve units (individually a "Unit" and collectively the "Units") with four Units located in each of the three buildings (the "Buildings") identified on the condominium plat recorded in the office of the register of Deeds for Sheboygan County, Wisconsin (the "Condominium Plat"), together with the Common Elements as described in Article IV. The Condominium Plat shows the boundaries and dimensions of each Unit. The Units shall be identified as Unit 1 to Unit 12, as labeled on the Condominium Plat. Each owner of a Unit is referred to as a "Unit Owner." If a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner for purposes of this Declaration.

3.02 Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) Upper Boundary. The upper boundary of each Unit shall be the plane of the under surface of the chords of the roof rafters, roof trusses, or ceiling joists, such that all drywall, ceiling tile, and other ceiling materials shall constitute a part of the Unit.

(b) Lower Boundary. The lower boundary of each Unit shall be the plane of the upper surface of the unpainted concrete floor.

(c) Vertical Boundaries. The vertical boundaries of each Unit shall be the exterior plane of the material constituting the wall surface material of the exterior perimeter walls of the unit, the unpainted interior surface of the perimeter basement block walls, and the plane of the outside faces of doors and windows for the Unit such that all drywall, paneling and wall coverings and all doors, patio doors, door casements, interior door framing, windows, window glass, and screens shall constitute a part of the Unit.

It is intended that the surface of each plane described above (be it brick, siding or exterior finish) is included as part of each defined Unit.

3.03 Additional Items Included as Part of Unit. The Unit shall also include each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in Section 3.02:

(a) Windows and doors (with all opening, closing and locking mechanisms and all hardware) which provide direct access to or within the Unit.

(b) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(c) Telephone, cable television, computer, internet, stereo or other sound systems, if any, including outlets, wiring, cables, switches, hardware and other appurtenances serving them.

(d) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

(e) The heating, ventilating and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are any portion of the plumbing, electrical or mechanical systems of the Building serving more than one (1) Unit, even if located

within the Unit. Any plumbing, electrical, mechanical and public or private utility lines running through a Unit that serve more than one Unit are Common Elements.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01 Common Elements. The common elements (the "Common Elements") are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:

- (a) The Land located beneath the lower boundary of each Unit;
- (b) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit;
- (c) Roofs;
- (d) Bearing walls;
- (e) Foundations;
- (f) Beams and supports; and
- (g) Walks, driveways, parking areas, recreation areas, and landscaping.

4.02 [Limited Common Elements]. Certain Common Elements as described in this Section 4.02 shall be reserved for the exclusive use of the Unit Owners of one or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

- (a) The landscaped yard located in the southeast corner of the Land as shown on the Condominium Plat shall be reserved for the exclusive use of Unit 1;
- (b) The exterior area on the southwest corner of the Land as shown on the Condominium Plat shall be reserved for the exclusive use of Unit 2;
- (c) \_\_\_\_\_.

4.03 Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the

Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the board of directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages as shown on the Condominium Plat, if any, for all purposes under this Declaration.

#### ARTICLE V

#### PERCENTAGE INTERESTS; VOTING

5.01 Percentage Interests. Each Unit Owner shall own an undivided interest in the common areas and facilities and limited common areas as a tenant in common with all other unit owners (each a "Percentage Interest") and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common areas and facilities and limited common areas for all purposes incident to the use and occupancy of their Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with their Unit.

5.02 Conveyance or Encumbrance of Percentage Interest. Any deed, mortgage or other instrument purporting to convey or encumber any Unit shall be deemed to include the Unit Owner's Percentage Interest in insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03 Voting. Each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association (as defined in Article VII).

5.04 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Condominium By-Laws.

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ARTICLE VI

CONDOMINIUM ASSOCIATION

6.01 General. All Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "\_\_\_\_\_ Association" (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium. The Association shall be a non-statutory unincorporated association and shall be governed by the Condominium By-Laws dated \_\_\_\_\_ (the "Condominium By-Laws"). The powers and duties of the Association shall include those set forth in the Condominium By-Laws, the Condominium Ownership Act and this Declaration. A Unit Owner may delegate to any resident of a Unit all or any portion of such Unit Owner's rights as a member of the Association by written notice to the Association. All Unit Owners, residents of Units and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of this Declaration and Condominium By-Laws.

6.02 Small Condominium. The Condominium established by this Declaration is a small condominium as defined in Wis. Stats. § 703.02(14m). In accordance with § 703.365 of the Condominium Ownership Act: [(a) the obligation to establish a statutory reserve account is hereby waived, and no statutory reserve account will be established for this Condominium;] and (b) Wis. Stats. § 703.365(8) regarding disclosure requirements shall not apply to this Condominium. Pursuant to Wis. Stats. § 703.365(3)(a), the Condominium Association shall delegate to its board of directors the operation, management and duties of the Condominium Association including, but not limited to all responsibility for carrying out the purposes of this Declaration and the Condominium By-Laws.

6.03 Maintenance and Repairs.

(a) By Association. Except as provided in Sections 6.04(b) and 6.04(c) below, the Association shall be responsible for the management and control of the Common Elements and shall maintain the same in good, clean and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. The Association shall be responsible for replacing when necessary any Common Elements.

(b) By Unit Owner. Each Unit Owner shall be responsible for, and shall pay for, the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables or conduits designed or used in connection with such electrical, heating or air conditioning systems), the maintenance of all sidewalks, parking areas, landscaping and other outdoor improvements located in their Unit, including without limitation, snow plowing and all Limited Common Elements appurtenant to their Unit, except to the extent any repair cost for any of the foregoing is paid by the Association's insurance policy described in Section 8.01 below. [Each Unit



and its appurtenant Limited Common Elements shall at all times be kept in good condition and repair.] If any Unit, portion of a Unit or a Unit's appurtenant Limited Common Elements for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owner of such Unit, shall have the right to correct such condition or to restore the Unit or Limited Common Elements to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owner of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within thirty (30) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 6.06 below.

(c) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless or intentional act or omission of any Unit Owner, tenant or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

6.04 Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair and replacement of the Condominium, maintenance of the Common Elements (but not the Limited Common Elements) and other areas described in Section 6.03 above and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; insurance as required by this Declaration; and maintenance and management salaries and wages.

6.05 General Assessments. The Association shall levy general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their respective Percentage Interests. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may determine. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Condominium By-Laws and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit

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on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

6.06 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, collectively, for deficiencies in the case of destruction or condemnation as set forth in Section 9.05 and Section 10.05 for defraying the cost of improvements to the Common Elements or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. In addition, the Association may levy Special Assessments against individual Unit Owners for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 6.04 above and ARTICLE XIII below. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Condominium By-Laws and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

6.07 Common Surpluses. In the event that the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 9.06 and Section 10.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

6.08 Certificate of Status. The Association shall, upon the written request of an owner, purchaser or Mortgagee (as defined below) of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

6.09 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

## ARTICLE VII

### ALTERATIONS AND USE RESTRICTIONS

#### 7.01 Unit Alterations.

A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and shall not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of any portion of the Common Elements without obtaining the prior written permission of the Association, which

permission may be denied in the sole discretion of the Association. Any approved improvement or alteration which changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of the Ground Lease, any underlying mortgage, land contract or similar security interest.

#### 7.02 Relocation of Boundaries.

(a) If the Unit Owners of adjoining Units desire to relocate their mutual boundary, the affected Unit Owners shall prepare and execute all necessary and appropriate documents and instruments, provided such documents and instruments do not violate the Ground Lease and are approved by the Association, which such approval shall not be unreasonably withheld, conditioned or delayed.

(b) An amendment to the Declaration and an addendum to the Condominium Plat shall identify the Units and shall state that the boundaries between those Units are being relocated by agreement of the Unit Owners thereof. The amendment shall contain words of conveyance between those Unit Owners, and when recorded shall also be indexed in the name of the grantor and grantee, if applicable. If not stated, the prior allocation shall govern, until such time as the Unit Owners shall record an amendment to that effect with the Sheboygan County Register of Deeds.

(c) Plats and plans showing the altered boundaries and the dimensions thereof between adjoining Units, and their identifying numbers or letters, shall be prepared. The plats and plans shall be certified as to their accuracy in compliance with Subsection 703.13(6) of the Wisconsin Statutes, by civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

(d) No boundaries of any Units may be relocated without the written consent of the Mortgagees of the Units affected.

(e) After appropriate instruments have been prepared and executed, those instruments shall become effective when the adjoining Unit Owners and the Association have executed them and they have been recorded with the Sheboygan County Register of Deeds. The recording thereof shall be conclusive evidence that the relocation of boundaries did not violate this Declaration, the Condominium By-Laws or any other documents related to the governance of the Condominium or the Association.

7.03 Expenses. All expenses involved in any improvements, alterations boundary changes or Unit separations approved by the Association or permitted under this ARTICLE VII, whether or not completed, including all expenses to the Association,

shall be borne by the Unit Owner or Unit Owners involved and may be charged as a special assessment to the affected Units in accordance with Section 6.06.

7.04 Use and Restrictions on Use of Unit. No unlawful use shall be made of the Property or any part thereof. All Units shall be used for residential housing. Neither the Property nor any Unit thereon shall be used in any way prohibited by the Ground Lease.

7.05 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 8.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

7.06 Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that such lease does not violate the terms of the Ground Lease (including, without limitation, such lease is not a Sub-Lease (as defined below) and is not a Short-Term Rental (as defined below)) and such lease contains a statement obligating all tenants to abide by this Declaration and the Condominium By-Laws, and providing that the lease is subject and subordinate to this Declaration and the Condominium By-Laws. **ANY AMENDMENT TO THIS SECTION 7.06 OR ANY OTHER PROVISION IN THIS DECLARATION TO ALLOW FOR A SUB-LEASE OR A SHORT-TERM RENTAL SHALL BE CONSIDERED A DEFAULT UNDER THE TERMS OF THE GROUND LEASE AND SUBJECT THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ALL UNITS THEREON) TO ANY AND ALL REMEDIES AVAILABLE TO THE GROUND LESSOR UNDER THE GROUND LEASE (INCLUDING, WITHOUT LIMITATION, REVERSION OF ALL OWNERSHIP INTERESTS IN THE PROPERTY AND ALL UNITS THEREON TO THE GROUND LESSOR).**

7.07 Signs. Subject to Section 703.105 of the Wisconsin Statutes, no sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association.

ARTICLE VIII

INSURANCE

8.01 Fire and Extended Loss Insurance. The board of directors of the Association shall, obtain and maintain fire, casualty, and special form insurance coverage for the Units, the Common Elements and for the Association's service equipment, supplies and personal property. Insurance coverage for the Units and Common Elements shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance, if any, maintained by the Association shall be written on the Condominium's Units and Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an

insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in ARTICLE IX below.

8.02 Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least [\$2,000,000] per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

8.03 Fidelity Insurance. The Association may elect to maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. All premiums for such insurance shall be Common Expenses.

8.04 Directors' and Officers' Insurance. The Association may elect to maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such in an amount to be determined in the discretion of the Association to comport with the prevailing commercial practice.

8.05 Unit Owners' Insurance. Each Unit Owner shall insure all of its own personal property (whether or not such personal property is stored within the Unit owned by such Unit Owner or any Common Element or Limited Common Element) and any insurable portion of the Unit not covered by the Association's insurance as specified herein, and shall also maintain in effect at all times a comprehensive liability policy. Each such policy shall name the Association as an additional insured. The liability policy shall provide for coverage in the minimum amount of at least [\$2,000,000] per occurrence for personal injury and/or property damage or such higher minimum as is needed in the discretion of the Association to comport with the prevailing commercial practice. Nothing shall prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks; provided, however, that each Unit Owner's own property insurance coverage shall be excess coverage only and the insurance obtained by the Association, as required under Section 8.01 above, shall at all times be primary coverage. Unit Owners are encouraged

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to submit copies of the disclosure materials for the Condominium to their insurance carriers in order to ensure adequate property and liability coverages.

8.06 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Condominium By-Laws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions or negligence the other party is responsible. All insurance policies to be provided under this ARTICLE VIII by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

## ARTICLE IX

### RECONSTRUCTION, REPAIR OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

9.01 Determination to Reconstruct or Repair. If all or any part of the Condominium becomes damaged, or is destroyed, by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 9.01. Any decision not to repair or reconstruct shall be subject to any and all then-existing easement rights.

(a) Damage Less Than Five Percent of Replacement Cost. If the cost to repair or reconstruct the damaged portion of the Condominium is less than five percent of the replacement cost of all improvements constituting the Condominium, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated amount. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(b) Damage Equal to or Greater Than Five Percent of Replacement Cost; Insurance Not Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, all of the Unit

Owners consent in writing to not repair or reconstruct the damaged portion of the Condominium.

9.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (a) the Unit Owners having at least a majority of the votes approve of the variance from such plans and specifications; (b) the board of directors of the Association authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the Unit Owners of the damaged Units authorize the variance. In the event that a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

9.03 Responsibility for Repair. In all cases after a casualty has occurred to the Condominium (except as otherwise provided in Section 9.01 above and below), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 8.01 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 9.06.

9.05 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to the Condominium shall be in accordance with each Unit Owner's Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

9.06 Surplus in Construction Funds. All insurance proceeds, condemnation awards and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Condominium are referred to herein as "Construction Funds." It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

9.07 Partition and Sale Upon Consent. If (a) following damage or destruction described in Section 9.01(b), all of the Unit Owners consent to subject the Condominium to an action for partition, and (b) the Mortgagees of the mortgaged Units agree to an action for partition, the Association shall record with the office of the Register of Deeds for Sheboygan County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in

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which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

9.08 Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this ARTICLE IX shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

## ARTICLE X

### CONDEMNATION

10.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) If all of a Unit is taken, and the Association determines that it shall repair or restore the Condominium as described in Section 10.02 below, the award for the partial taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein, and for consequential damages to the Unit or the improvements located therein shall be allocated to the Unit Owner.

(b) If only a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 10.02 below, the award for the partial taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.

(c) If part of the Common Elements are taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 10.02, below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

(d) If the entire Condominium is taken, then any award for the taking of any Unit shall be allocated to the respective Unit Owner, and any award for the taking of the Common Elements shall be allocated to all Unit Owners in proportion to their Percentage Interests.

10.02 Determination to Reconstruct Condominium. Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.



10.03 Plans and Specifications for Condominium. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the Condominium.

10.04 Responsibility for Reconstruction. In all cases of restoration of the Condominium following a partial taking, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

10.05 Assessments for Deficiencies. If the condemnation award for the taking of the Condominium is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective Percentage Interest and shall constitute a Common Expense.

10.06 Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.

10.07 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interests appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units except for those improvements that were part of the Unit as originally constructed. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

10.08 Partition and Sale Upon Consent. If pursuant to Section 10.02, the Association determines that, following a taking of any part of the Condominium, the Condominium cannot be restored to a usable whole, then, if all of the Unit Owners and their Mortgagee, if any, consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Sheboygan County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

## ARTICLE XI

### MORTGAGES

11.01 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (a "Mortgagee") or any guarantor of a recorded mortgage or land contract encumbering a Unit that has so requested of the

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Association in a writing received by the Association's agent for service of process shall be entitled to receive timely written notice of the following matters:

- (a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Condominium By-Laws;
- (b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or Condominium By-Laws or the Rules and Regulations by the Unit Owner whose Unit is subject to the mortgage or land contract;
- (c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value;
- (d) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage or land contract;
- (e) Any sixty (60)-day delinquency in the payment of any charges and assessments owed under ARTICLE VI above by the owner of any Unit securing the mortgage or land contract;
- (f) A lapse, cancellation, or material modification of any insurance policy maintained by the Association or land contract; and
- (g) Any proposed action that requires the consent of a specified percentage of Mortgagees.

11.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of ARTICLE XII of this Declaration, neither Section 11.01 nor any other Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval. The Mortgagees of Units to which not less than Fifty-one Percent (51%) of the Percentage Interest is appurtenant must consent to an amendment that is materially adverse to the Mortgagees' interests. If a Mortgagee does not respond within sixty (60) days after receipt of proper notice of any written proposal to amend this Declaration, such amendment shall be deemed approved by that Mortgagee, provided such notice was delivered to the Mortgagee by certified or registered mail with a "return receipt" requested.

11.03 Owners of Unmortgaged Units. Except as otherwise set forth in Section 11.02 above, whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

11.04 Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

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## ARTICLE XII

## AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least eighty percent (80%) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Sheboygan County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

## ARTICLE XIII

## REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. (Nothing herein shall be deemed to limit the rights of the City of Sheboygan or the County of Sheboygan to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration.) Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and in the event the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VI), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (a) the date of the Association's denial of such petition, or (b) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and secondly to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this

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Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under ARTICLE VI.

## ARTICLE XIV

### GENERAL

14.01 Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant to the City of Sheboygan and County of Sheboygan, public or semi-public utility companies or adjacent property owners, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function or for providing access or similar rights to adjacent property owners that the board of directors of the Association may deem fit and proper for the improvement and benefit of the Condominium or otherwise appropriate. Such easements and rights-of-way for utilities shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

14.02 Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 6.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors of the Association.

14.03 Notices. All notices and other documents required to be given by this Declaration or by the Condominium By-Laws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 14.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

14.04 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

14.05 Declarant Access During Construction of Improvement. During any period in which (a) Declarant is constructing Buildings and other improvements on the Property, (b) Declarant is performing any warranty work, or (c) Declarant is replacing or repairing any Common Elements or Limited Common Elements, the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have an access easement to all parts of the Condominium as may be required in connection with said work.

14.06 Agent for Service of Process. The Declarant shall be the agent for service of process in any action against the Association or brought under the Condominium Ownership Act. Service may be made upon the Declarant by serving \_\_\_\_\_; provided, however, that the board of directors of the Association may at any time by duly-adopted resolution designate a successor registered agent for service of process.

14.07 Assignment of Declarant's Rights. The rights granted to the party named as "Declarant" in this Declaration may be assigned by a written, recorded instrument to any other party who assumes such rights, and, upon the recording of any such instrument, such assignee shall become, and succeed to all rights and powers granted to, "Declarant" under this Declaration.

14.08 Conflicts. In the event a conflict exists among any provisions of this Declaration and the Condominium By-Laws, the Declaration shall prevail over the Condominium By-Laws and Rules and Regulations; and the Condominium By-Laws shall prevail over the Rules and Regulations.

14.09 Ground Lease. The terms of the Ground Lease (which is attached hereto and made a part hereof as **Exhibit B**) have priority over the terms of this Declaration and are binding upon the Property, the Association and all the Unit Owners.

**IN NO INSTANCE SHALL THIS DECLARATION CONFLICT WITH, AND THE ASSOCIATION OR ANY UNIT OWNER VIOLATE, THE TERMS OF THE GROUND LEASE IN ANY WAY (INCLUDING, WITHOUT LIMITATION, USING OR PERMITTING THE USE OF THE PROPERTY OR ANY UNIT IN SUCH A WAY THAT IS PROHIBITED IN THE GROUND LEASE, INCLUDING, WITHOUT LIMITATION, ENTERING INTO (A) A "SUB-LEASE", OR (B) A "SHORT-TERM RENTAL."**

For purposes of this Declaration, a "Sub-Lease" means a lease, contract or agreement of any kind (whether written or oral) entered into by a tenant of a Unit or any other portion of the Property with another party regarding the use, occupancy or granting of any right related to such Unit or any other portion of the Property that is already subject to a lease, contract or agreement or any kind related to such Unit or other portion of the Property. For purposes of this Declaration, a "Short-Term Rental" means the lease or use of any

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Unit or other portion of the Property for a period shorter than 365 consecutive calendar days (or 366 consecutive calendar days in a leap year), whether such lease or use is evidenced by a lease, contract or agreement of any kind (whether written or oral).

[Execution Page Follows]

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IN WITNESS WHEREOF, Declarant has caused this instrument to be signed as of the date first set forth above.

Inspired Holdings LLC, a Wisconsin limited liability corporation

BY \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_ day of \_\_\_\_\_, 2024,  
\_\_\_\_\_ as \_\_\_\_\_ of the City of  
Sheboygan, a Wisconsin municipal corporation, who executed the foregoing instrument  
and acknowledged the same.

Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission: \_\_\_\_\_

This document drafted by  
and should be returned to:  
Brion T. Winters  
von Briesen & Roper s.c.  
411 E. Wisconsin Ave., Ste. 1000  
Milwaukee, WI 53202  
(414) 287-1561

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EXHIBIT A  
LEGAL DESCRIPTION

[INSERT LEGAL DESCRIPTION HERE]



EXHIBIT B  
GROUND LEASE

See attached.

Jerry's Lawn and Grounds Service  
2913 South 17<sup>th</sup> Street  
Sheboygan, WI 53081  
920 457-5235

04-19-2024

Sheboygan Redevelopment Authority  
City Hall 828 Center Ave Suite 104  
Sheboygan, WI 53081

March Billing

Penn Ave 03-22-2024	65.00
Indiana Ave 03-22-2024	65.00
Body Shop 03-22-2024	75.00
Indiana Ave Gas Stat 03-22-2024	70.00
Jakum Hall 03-22-2024	60.00
639 Commerce	

Subtotal 335.00  
Tax Exempt  
Total Due 335.00





**Business Loans**

As of: 03/31/2024

Business Name	Loan Orig Date	Loan Maturity Date	Original Loan Amount	Loan Balance 1/1/2024	Principal Paid 2024	Interest Paid 2024	Loan Balance 03/31/24		Current Status	Comments
Doll House Factory	5/1/2015	6/1/2025	\$ 75,000.00	\$ 12,527.68	\$ 2,182.85	\$ 73.14	\$ 10,344.83		Current	
Catering with Culinary Artists	7/31/2015	8/1/2025	\$ 200,000.00	\$ 30,205.15	\$ 5,478.72	\$ 122.04	\$ 24,726.43		Current	
3 Sheeps Brewery	4/6/2016	4/1/2026	\$ 275,000.00	\$ 167,930.73	\$ 6,751.84	\$ 1,014.05	\$ 161,178.89		Current	
The Sign Shop	4/5/2016	4/1/2026	\$ 100,000.00	\$ 26,939.06	\$ 26,939.06	\$ 308.97	\$ -		Paid off 3/15/24	
ePower Manufacturing	4/29/2016	5/1/2026	\$ 300,000.00	\$ 131,634.73	\$ -	\$ -	\$ 131,634.73		Past Due	renegotiated terms in April, new payment due May 1, 2024
Paper Box & Specialty	5/18/2016	6/1/2026	\$ 100,000.00	\$ 27,380.70	\$ 2,666.29	\$ 169.94	\$ 24,714.41		Current	
The Financial Group	12/21/2017	1/1/2028	\$ 75,000.00	\$ 6,024.50	\$ 2,083.45	\$ 37.58	\$ 3,941.05		Current	
Maya's Place LLC	4/6/2023	5/1/2033	\$ 50,000.00	\$ 48,672.39	\$ 511.56	\$ 738.45	\$ 48,160.83		Current	
Old World Creamery	8/30/2016	9/1/2026	\$ 300,000.00	\$ 94,263.81	\$ 7,916.41	\$ 547.61	\$ 86,347.40		Current	
Old World Creamery II	5/9/2018	6/1/2028	\$ 500,000.00	\$ 243,137.59	\$ 12,673.02	\$ 1,590.30	\$ 230,464.57		Current	
Old World Creamery III	9/1/2022	9/1/2032	\$ 500,000.00	\$ 447,673.35	\$ 10,475.38	\$ 5,208.14	\$ 437,197.97		Current	
Lifepoint Counseling LLC	4/30/2021	5/1/2031	\$ 75,000.00	\$ 58,041.46	\$ 2,346.02	\$ 603.94	\$ 55,695.44		Current	
HH2 Properties (FKA Sprechers)	3/26/2016		\$ 150,000.00	\$ 72,287.88	\$ 3,808.89	\$ 457.77	\$ 68,478.99		Current	
Uptown Slice	1/19/2023	3/1/2033	\$ 75,000.00	\$ 70,149.07	\$ 1,497.37	\$ 921.14	\$ 68,651.70		Current	
Union Asian Market	12/15/2021	2/1/2032	\$ 75,000.00	\$ 62,065.83	\$ 1,734.20	\$ 391.99	\$ 60,331.63		Current	
<b>Totals</b>			\$ 2,850,000.00	\$ 1,498,933.93	\$ 87,065.06	\$ 12,185.06	\$ 1,411,868.87			

Forgivable Loans

Forgiveness Date

BrewHub dba Craft30			\$ 75,000.00	N/A	\$ -	\$ -	\$ 75,000.00	No payments	N/A
Good Building Co LLC			\$ 75,000.00	N/A			\$ 75,000.00	No payments	N/A
NS Retail Holdings LLC			\$ 375,000.00	N/A			\$ 375,000.00	No payments	N/A
Home Inc			\$ 100,000.00	N/A	\$ -	\$ -	\$ 100,000.00	No payments	N/A