



**TWO
RIVERS**
WISCONSIN

BUSINESS AND INDUSTRIAL DEVELOPMENT COMMITTEE - COMMUNITY DEVELOPMENT AUTHORITY MEETING

Tuesday, July 23, 2024 at 5:15 PM

Council Chambers - City Hall, 3rd Floor
1717 E. Park Street, Two Rivers, WI 54241

AGENDA

1. CALL TO ORDER

2. ROLL CALL

BIDC Members: Shannon Derby, Scott Stechmesser, Elizabeth Bittner, Thomas Christensen, David Kalista, Tracey Koach, Keith Lyons, Daniel Wettstein

CDA Members: Shannon Derby, Scott Stechmesser, Elizabeth Bittner, Gregory Coenen, David Kalista, Tracey Koach, Keith Lyons

3. SITE PLAN REVIEW FOR PROPOSED HAWK BATTERY STORAGE PROJECT PROPOSED FOR 9.49 ACRE PARCEL ON WOODLAND DRIVE IN THE CITY'S WOODLAND INDUSTRIAL PARK

- A. Presentation by Representatives of Project Developer Tenaska
- B. Site plan review per Woodland Industrial Park Covenants
- C. Consideration of variance from Covenant Section I.C. "Minimum Development Conditions", Subsection (1.), requiring a minimum of 2,500 SF of building per acre purchased

ATTACHMENTS:

A. Hawk Storage System Land Development Application

B. Conditional Use Permit

C. Industrial Park Land Covenants

4. UPDATES ON VARIOUS COMMUNITY DEVELOPMENT PROJECTS

- A. Braun truss plant at Woodland Industrial Park
- B. Other recent interest at Woodland Industrial Park
- C. Violet Inn - redevelopment of former Elks Club downtown property
- D. Sauve's Auto Service expansion
- E. Recent inquiries on City Loan Program
- F. Recent City and Main Street Grants for Business Facade projects

5. STATUS OF SANDY BAY HIGHLANDS SUBDIVISION PHASE 3 PROJECT

- Bids opened July 10; Bid award to be considered by City Council on July 29
- City Council will then consider conveyance of the Phase 3 property to the CDA for marketing and sale as with Phases 1 and 2

6. ADJOURNMENT OF THE BUSINESS AND INDUSTRIAL DEVELOPMENT COMMITTEE

7. CLOSED EXECUTIVE SESSION

The Community Development Authority reserve the right to enter into closed session per Wisc. Stats. 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session

- Consider terms for possible lot sale at the Woodland Industrial Park
- Discuss matters pertaining to land at the Columbus Industrial Park

8. RECONVENE IN OPEN SESSION

Possible action by the Community Development Authority in follow-up to closed session discussions.

9. ADJOURNMENT OF THE COMMUNITY DEVELOPMENT COMMITTEE

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Two Rivers will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the City Clerk's office at 920-793-5526 or email clerk@two-rivers.org at least 48 hours prior to the scheduled meeting or event to request an accommodation. For additional assistance, individuals with hearing or speech disabilities can call 711 and be connected to a telephone relay system.

It is possible that members of and possibly a quorum of governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no other action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.



HAWK ENERGY STORAGE LLC

February 5, 2024

Ms. Elizabeth Runge
Community Development Director
City of Two Rivers
1717 E. Park Street
Two Rivers, WI 54241

Re: Hawk Battery Energy Storage System – Land Development Application Request for Conditional Use

Dear Ms. Runge:

Attached is a Land Development Application and supporting documentation for the proposed Hawk Battery Energy Storage System on Woodland Dr., City of Two Rivers. The application is accompanied by:

1. Project Narrative
2. CUP Application Guideline Checklist (Attachment A)
3. Site Location Map (Attachment B)
4. Conceptual Site Plan (Attachment C)
5. Fencing Detail (Attachment D)

Please let me know if you have questions about this application. We look forward to continuing to work with the City of Two Rivers to advance this most important project.

Regards,

Jarrold Pitts

Jarrold Pitts
Senior Director, Project Development
Tenaska, Inc.



Section 3, Item A.

LAND DEVELOPMENT APPLICATION

APPLICANT Hawk Battery Storage LLC TELEPHONE (212) 257-5000

MAILING ADDRESS 412 W. 15th Street , 15th Floor New York NY 10011
(Street) (City) (State) (Zip)

PROPERTY OWNER City of Two Rivers TELEPHONE _____

MAILING ADDRESS 1717 East Park Street Two Rivers WI 54241
(Street) (City) (State) (Zip)

REQUEST FOR:
 Comprehensive Plan Amendment Conditional Use
 Site/Architectural Plan Approval Annexation Request
 Subdivision Plat or CSM Review Variance/Board of Appeals
 Zoning District Change Other

STATUS OF APPLICANT: Owner Agent Buyer Other

PROJECT LOCATION Woodland Drive, City of Two Rivers TYPE OF STRUCTURE Battery Energy Storage System

PRESENT ZONING I-2 REQUESTED ZONING I-2

PROPOSED LAND USE Battery Energy Storage System


PARCEL # 053-233-404-010.1 ACREAGE 9.489

LEGAL DESCRIPTION See Project Narrative for full legal description

NOTE: Attach a one-page written description of your proposal or request.

The undersigned certifies that he/she has familiarized himself/herself with the state and local codes and procedures pertaining to this application. The undersigned further hereby certifies that the information contained in this application is true and correct.

February 1, 2024 | 17:53:05 CET

Signed 
(Property Owner) (Applicant)

Date _____

Fee Required

Schedule

- \$ 350 Comprehensive Plan Amendment
- \$ t/b/d Site/Architectural Plan Approval (Listed in Sec 1-2-1)
- \$ t/b/d CSM Review (\$10 lot/\$30 min)
- \$ 350 Subdivision Plat (fee to be determined)
- \$ 350 Zoning District Change
- \$ 350 Conditional Use
- \$ t/b/d Annexation Request (State Processing Fees Apply)
- \$ 350 Variance/Board of Appeals
- \$ t/b/d Other

- Application Submittal Date _____
- Date Fee(s) Paid _____
- Plan(s) Submittal Date _____
- Plan Comm Appearance _____

\$ _____ TOTAL FEE PAID APPLICATION, PLANS & FEE RECEIVED BY _____



HAWK ENERGY STORAGE LLC

Hawk Battery Energy Storage System Project Narrative

PROJECT OVERVIEW

The Project is a 150-megawatt (MW), 600 megawatt-hour (MWh) Battery Energy Storage System (BESS) located within the City of Two Rivers, Wisconsin (City). The Two Rivers area has been a leader in Wisconsin energy for decades, and the Project is an approximately \$250 million dollar investment to continue that tradition. As a home for this Project, the community will help to lead Wisconsin’s transition to emission-free renewable energy, and for good reason. Renewable energy resources like wind and solar reduce air pollution, create local jobs and tax revenues, and make both Wisconsin and the United States more energy independent. However, wind and solar resources only produce electricity when the wind is blowing, and the sun is shining. Energy storage systems like the Project are a critical supplement to wind and solar because they can store electricity generated by these intermittent resources and deliver it to the grid at all times of the day. The Project will aid the region’s ongoing transition to renewables, ensure reliable electric service in the area, and provide significant economic benefits to local residents.

PROJECT DESCRIPTION

The Project will be able to store a maximum of 600 MWh of electricity at a given time, with a maximum injection capacity of 150 MW into the electric transmission grid. The Project is located on Parcel Number 053-233-404-010.01 on Woodland Drive, which is zoned I-2 Industrial. The Project’s latitude and longitude are 44° 9’24.20”N and 87°37’18.07”W.¹ More detail regarding the Project’s characteristics and location are provided as attachments: see the chart attached as **Attachment A**, in the same form as provided in the City’s CUP application guidelines, that overviews information provided with this application and highlights certain information not relevant to the Project. Further, a site location map and conceptual site plan are attached as **Attachments B and C**, and a photograph depicting fencing similar to that proposed for the Project is attached as **Attachment D**.

The Project’s infrastructure (excluding the gen-tie line and collector substation) will reach a maximum height of approximately 12 feet. The Project will include security fencing that will be approximately seven to eight feet tall. The security fencing will have the required warning signs per the National Electrical Code, and a sign posted on the entry gate providing a 24-hour emergency response number. There will be no occupied building or O&M facility on the site. Please see a more detailed description of the Project’s infrastructure in the “Project Components” section below.

The Project also includes an approximately 0.28-mile-long, 138-kilovolt (kV) generation tie (gen-tie) line that will be constructed to the southwest of the Project and will interconnect at the ATC

¹ As requested in the Land Development Application, please see a legal description of the Project parcel: Lots 5, 6, and 7 of Certified Survey No. 151, recorded in the Office of the Register of Deeds for Manitowoc County, Wisconsin, on March 10, 1995, in Volume 9750, Page 524, as Document No. 750524, being part of the NE1/4NW1/4 and the SE1/4SE1/4 of Section 33, T20N, R24E, located in the City of Two Rivers, Manitowoc County, Wisconsin.

Shoto Substation. The gen-tie line is located outside of City limits and is within Manitowoc County’s zoning jurisdiction.

The amount of land under option to purchase is approximately 9.489 acres; however, battery equipment will only be placed on a portion of the land. The fenced acreage of the battery storage facility will be approximately 7.73 acres.

PROJECT ENTITY, OWNER, & DEVELOPER

The Project will be owned and operated by Hawk Energy Storage, LLC (Hawk Energy Storage), a wholly owned subsidiary of Copenhagen Infrastructure Partners (CIP), and will be developed by Tenaska, Inc.

CIP is an infrastructure investment firm specializing in renewable energy and other essential infrastructure projects. They are known for their expertise in developing, financing, and managing critical infrastructure, particularly in the field of renewable energy.

CIP has a strong track record of successfully developing and operating renewable energy projects globally. They have been involved in various phases of renewable energy projects, including project development, financing, construction, and long-term operation. Currently, CIP has approximately \$20 billion of assets under management.

Tenaska is a privately held company based in Omaha, Nebraska. Tenaska has been in business for over 35 years and has grown into one of the largest privately held companies in the U.S. Tenaska has been responsible for developing, managing, and/or operating over 22,000 MWs of generation over its 35 years. Tenaska has consistently been recognized in the industry for safety and has a proven track record developing a wide range of energy projects, including natural gas, renewables, and BESS facilities.

PLAN OF OPERATION

The Project will charge its batteries with energy from the electric transmission grid, store that energy on site, and later deliver that energy back onto the transmission grid through the same point of interconnection. During operation, the Project will be monitored and operational 24 hours a day and 365 days a year.

While the operation of the Project will be performed remotely, site maintenance and periodic security patrols are anticipated to produce one to two full-time equivalent (FTE) positions. During construction, the Project is expected to produce about 75 construction jobs.

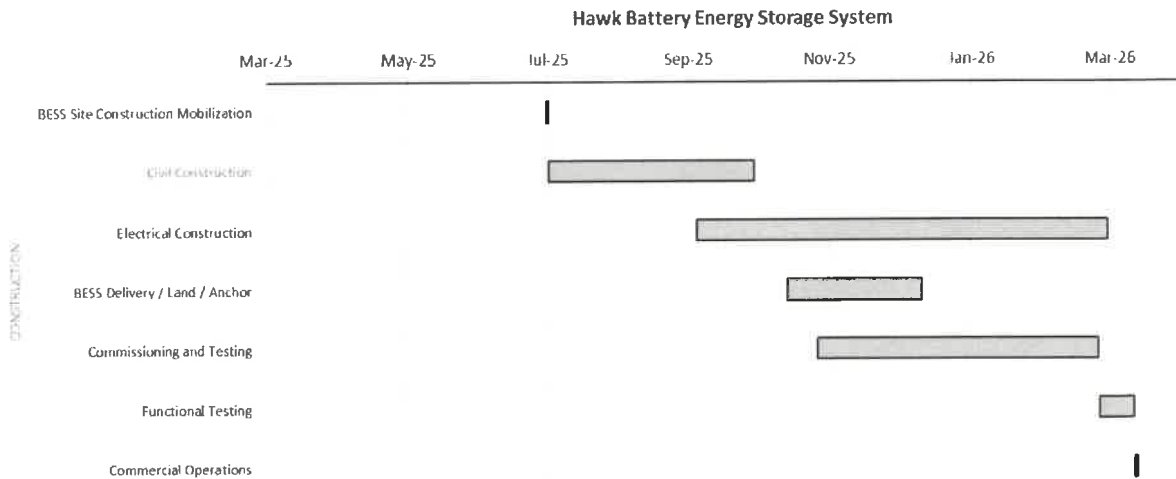
The Project is not expected to significantly impact traffic during construction or operations. Additionally, the Project will not produce any air pollution or odors. The Project will meet the post-development peak stormwater discharge requirements as outlined in the City’s Post-Construction Stormwater Management Ordinance.

Hawk Energy Storage plans to commence Project construction in 2025, pending receipt of all required permits and approvals, and availability of key equipment for the Project. Please see below a tentative project timeline, including engagement with the fire department throughout development of the project:

Hawk Energy Storage Timeline



Construction of the Project is expected to take approximately 12 months. Please see below a tentative schedule for the Project's construction:



PROJECT COMPONENTS

The main components of the Project include:

- Battery Storage Enclosures** – Battery components will be housed in purpose-built enclosures that will be placed on concrete, pier, or other foundation that follows the site-specific geotechnical recommendations. Each battery enclosure will be approximately 10 feet tall, 30 feet wide and 8 feet deep. Lithium-ion battery cells will be configured in modules, which will be arranged in racks, which will be housed in battery enclosures.

HVAC and temperature control systems will be incorporated into the enclosure's design. The enclosures will also house a battery management system that will monitor the batteries and ensure their performance is safe and efficient. To ensure that the Project will be able to maintain its energy capacity, space will be reserved on site for future power augmentation, i.e., the addition of batteries and related facilities.

- **Inverters** – Inverters will be used in charging to convert incoming electricity from alternating current (AC) to direct current (DC), and vice versa upon battery discharge.
- **Transformers** – Transformers will be used to step down the voltage of incoming electricity to enable storage and will be used to step up the voltage to enable transmission back to the grid.
- **Collector Substation** – A collector substation will be constructed on the Project site that will include the Project's electrical transmission equipment such as breakers and main power transformer. The collector substation will have an approximately 0.79-acre footprint within the Project area.
- **Energy Management System (EMS)** – The Project will be run by an onsite EMS. This system will control the charging and discharging of the batteries.
- **Battery Management System (BMS)** – The Project will be monitored 24/7 by the BMS. This includes extensive monitoring of the battery's temperature, voltage, amperage, and off-gassing. The BMS ensures that the Project is operating within normal parameters, and immediately halts operation should it detect anomalous operation.
- **Access/Security** – The Project site will have an access road throughout, security fencing, and night sky friendly lighting around the Project's collector substation. Battery area lighting shall be manually operated and only utilized when needed for maintenance activities after dark.

PUBLIC SAFETY

Hawk Energy Storage is committed to using Tier 1 battery energy storage products which are preferentially differentiated from other products based on the supplier's experience, financial wherewithal, and product quality. The Project will be designed and operated in accordance with the National Fire Protection Association (NFPA) 855 Standard on the Installation of Energy Storage Systems as well as other applicable industry codes and standards. NFPA 855 is considered the gold-standard for battery energy storage fire safety and includes requirements for the design, construction, installation, commissioning, operation, maintenance, and decommissioning of stationary energy storage systems.

Before construction begins, a location and technology-specific Hazard Mitigation Analysis (HMA) will be shared with local first responders. This analysis will include detailed information about the BESS technology and any potential emissions that can be expected if a failure occurs on-site. Using the HMA as a reference, the Project will provide local first responders an Emergency Response Plan (ERP) and subsequent review of the same to ensure respondents to any incident understand and follow the agreed upon ERP. Please see below a list of typical components of an ERP:

- Contact Info (including emergency response coordinator)

- Preparation & Planning (including alarm response)
- Hazard / Safety Precautions
- Emergency Procedures
- Firefighting
- Emergency Shutdown
- Maintenance (including alarm inspection)
- Decommissioning

Hawk Energy Storage is committed to decommissioning the Project at the end of its useful life. Please see Hawk Energy Storage's proposed conditions below for more detail on decommissioning commitments. When the Project is decommissioned, all infrastructure will be removed, and the site will be restored to as close to its pre-construction condition as practicable.

NOISE IMPACT

Minimal levels of noise from the Project will be generated by the system's HVAC components and inverters. However, offsite noise is minimized by Project design. Hawk Energy Storage will comply with all local sound ordinances. Further, Hawk Energy Storage will conduct a pre-construction noise study to ensure compliance with local sound ordinances.

ECONOMIC IMPACT

As noted above, the Project will create approximately 70 construction jobs during construction and one to two FTE jobs during operations. The Project will also produce tax revenue for the City during its operation, which is expected to be up to 30 years.

The Project offers a critical benefit to local communities by helping bring emission-free firm energy resources to the electric grid. As more companies look to meet sustainability goals, the Project may help attract private business to the City. Further, the Project will support grid stability and reliability, responding quickly to sharp changes in demand for power. Without energy storage resources, black outs and brown outs are more likely, which cost businesses and families significant losses each year. As more intermittent energy resources are added to the grid, the Project will help ensure that power is available when it is needed.

AESTHETICS

The Project will be sited in an industrial area within the City's I-2 Industrial zoning district and is compatible with the use of the adjacent properties. Its industrial aesthetics will blend in with the industrial structures located around it and will not obstruct desirable views for City residents. Hawk Energy Storage will maintain Project equipment and fencing to industry standards to ensure the Project remains a good neighbor. Hawk Energy Storage will not display advertising material or signage other than warning, equipment identification, or ownership information within the Project area. Any complaints related to Project appearance or aesthetics will be reviewed and promptly resolved.



HAWK ENERGY STORAGE LLC

CONDITIONS OF APPROVAL

- Prior to commencement of construction, Hawk Energy Storage shall provide a Hazard Mitigation Analysis (HMA) to the local fire district. "Commencement of construction" means site clearing, excavation, placement of facilities, or any other substantial action adversely affecting the natural environment of the site but does not mean borings necessary to determine foundation conditions or other preconstruction monitoring to establish background information related to site or environmental suitability.
- Prior to commencement of construction, Hawk Energy Storage shall develop an Emergency Response Plan (ERP) and provide it to the local fire district.
- No later than thirty (30) days after the Commercial Operation Date (COD), Hawk Energy Storage will schedule an on-site meeting with local emergency responders to discuss the ERP, including potential site-specific emergency response during operation, emergency response information, locations of emergency equipment, and operation plans. Hawk Energy Storage will review this ERP at least annually with local emergency responders throughout the Project's lifespan and modify it as appropriate to keep it current with good utility safety practice.
- Hawk Energy Storage will perform periodic maintenance of the Project, including diagnostics for all equipment and other assessment methods, to ensure proper functioning and early detection of any abnormal conditions.
- Hawk Energy Storage shall construct, maintain, and operate the Project following good utility safety practices for ensuring battery fire safety. Hawk Energy Storage shall design and construct the Project in compliance with the most current version of the National Fire Protection Association (NFPA) 855 rules in effect on the date of issuance of this Conditional Use Permit.
- Hawk Energy Storage shall comply with the following conditions in support of Project decommissioning:
 - Hawk Energy Storage shall decommission the Project site at the end of the Project's useful life and shall restore the site to as close to pre-construction condition as practicable.
 - Thirty (30) days prior to the issuance of the Project's building permit, Hawk Energy Storage will submit a decommissioning plan to the City. The Plan will be prepared by a third-party engineer. The decommissioning plan will set forth planned steps for decommissioning and restoring the Project site and estimate the cost to decommission the Project, as well as salvage value of the Project's equipment. The financial assurance amount will be calculated based on the decommission cost less the salvage value.
 - Prior to receiving the building permit, the Project will provide a decommissioning commitment and post the required financial assurance for the benefit of the City.

The form of agreement will be either a bond, letter of credit or other means to provide assurance to the City that the decommissioning costs, as established by the third-party engineer, will be covered by the Project owners.

- Every five (5) years beginning on the fifth anniversary of the Project's commercial operation date, Hawk Energy Storage will review and update the costs of decommissioning provided in the Decommissioning Plan and revise the financial assurance accordingly, if necessary.

- Hawk Energy Storage shall perform a pre-construction noise study for the Project. Hawk Energy Storage shall perform the pre-construction noise study using good industry practices. Hawk Energy Storage shall file a copy of the pre-construction noise study with the City promptly after completion.

- Hawk Energy Storage shall reimburse the City for its reasonable expenses incurred in hiring a third-party professional engineering firm to assist the City with the Project's permitting and to review the Project's compliance with applicable codes and standards, to a maximum total amount of \$25,000.00; provided, however, that the third-party professional engineering firm must (i) be neutral to the Project and must not have a direct financial stake in the approval or denial of any local municipal permit required for the Project, and (ii) have reasonable professional expertise with BESS industry standards and in reviewing design and engineering details of BESS projects. The City must receive Hawk Energy Storage's prior written approval for the third-party professional engineering firm it hires, and Hawk Energy Storage shall not unreasonably withhold such approval.



HAWK ENERGY STORAGE LLC

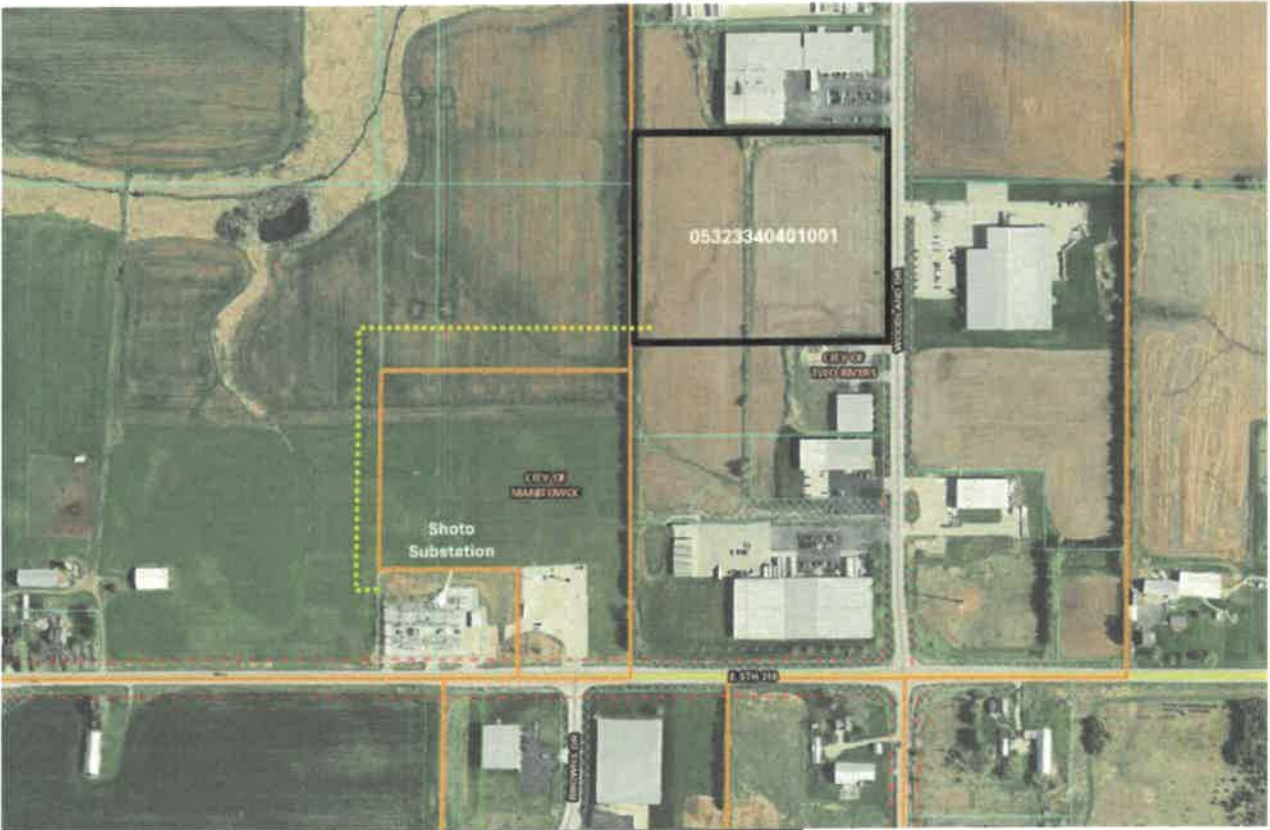
ATTACHMENT A

Facts & Information




TYPES OF FACTS & INFORMATON	APPLICABLE TO THE REQUESTED CUP?		IS IT PROVIDED WITH THE APPLICATION?		IS IT MEASURABLE?	
	YES	NO	YES	NO	YES	NO
INTENSITY OF USE(S)						
Number of Customers		X		X		X
Number of Employees	X	.	X		X	
Building Size	X		X		X	
Hours of Operation	X		X		X	
PHYSICAL FACTORS						
Air Emissions/Odors		X		X	X	
Light Emissions	X		X			X
Noise/Vibration	X		X		X	
PUBLIC SAFETY						
Fire/EMS/Police	X		X			X
Parking		X		X		X
Pedestrian Safety		X		X		X
Traffic Impacts		X		X		X
UTILITIES						
Electric/Gas		X		X	X	
Sanitary Sewer		X		X		X
Stormwater	X		X			X
Water Service	X			X	X	
ECONOMIC IMPACTS						
Job Creation	X		X		X	
Property Values		X		X		X
School Capacity		X		X		X
Tax Base Growth	X		X		X	
AESTHETICS						
Blight Elimination		X		X		X
Indoor/Outdoor Use		X		X		X
View Obstruction	X		X			X

Attachment B

Site Location Map



Legend

-  Project Parcel
-  Gen-Tie Route
-  Parcel
- City Limit

Attachment C
Conceptual Site Plan
(See attached)

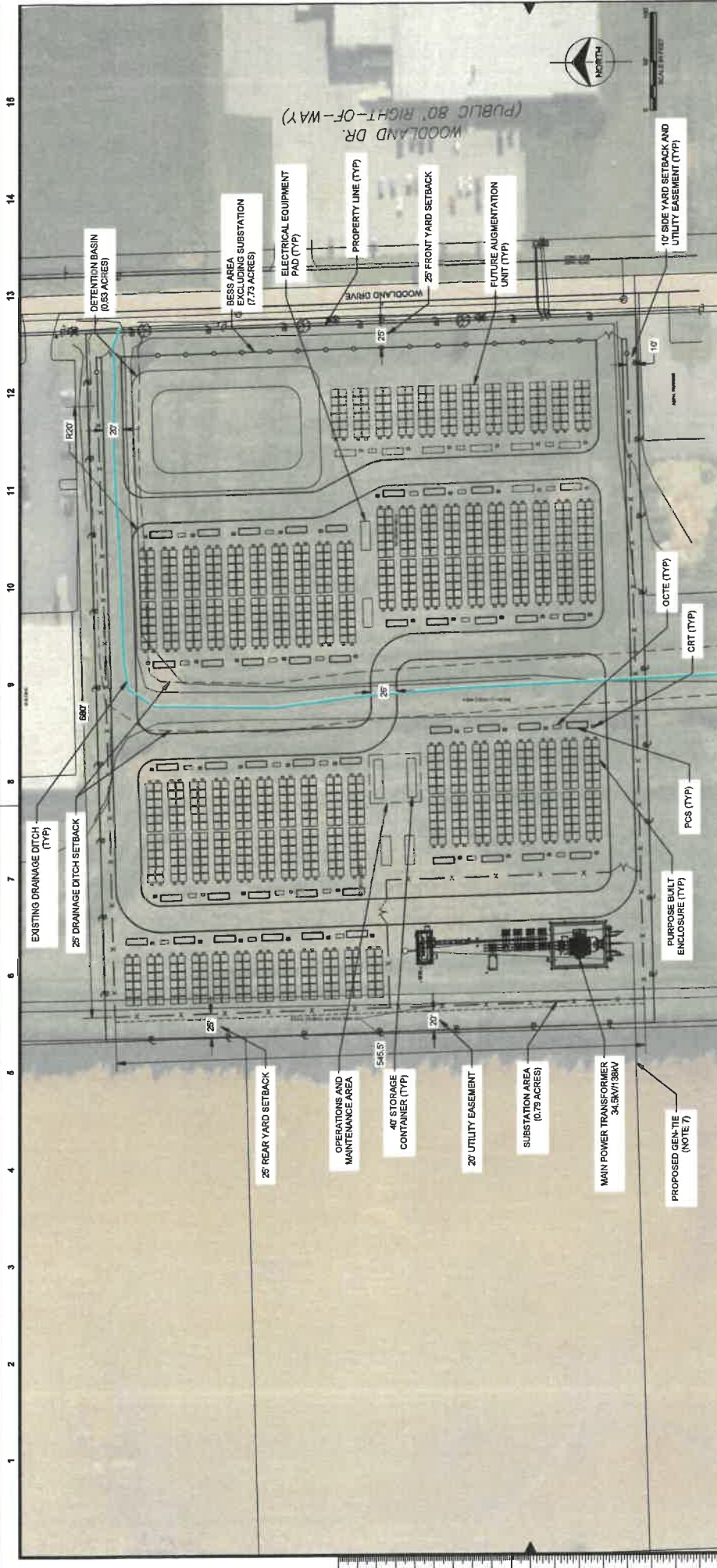


HAWK ENERGY STORAGE LLC

Attachment D

Fencing Depiction

(See attached)



ENERGY STORAGE SYSTEM DESCRIPTION
 FACILITY RATING @ POI: 150 MW / 600 MWh

no.	date	by	chkd	description
C	02/01/24	MDK	AT	ISSUED FOR REVIEW
B	01/30/24	MDK	AT	ISSUED FOR REVIEW
A	01/24/24	MDK	AT	ISSUED FOR REVIEW

MAJOR EQUIPMENT LIST

no.	description
1008	NUMBER OF PURPOSE BUILT ENCLOSURES (BOL)
1248	NUMBER OF PURPOSE BUILT ENCLOSURES (EOL)
44	NUMBER OF POWER ELECTRONICS INVERTERS (BOL)
52	NUMBER OF POWER ELECTRONICS INVERTERS (EOL)

PRELIMINARY PROJECT ACREAGE OUTLINE

area	acreage
BESS AREA	7.73 ACRES
SUBSTATION AREA	0.79 ACRES
PARCEL AREA	9.48 ACRES

LEGEND:

- PROPERTY LINE
- CHAIN LINK FENCE
- SLATED FENCE
- SETBACK
- GATE
- FIRE HYDRANT

ABBREVIATION LIST:

- BESS - BATTERY ENERGY STORAGE SYSTEM
- PCS - POWER CONDITIONING SYSTEM
- CRT - CUBE ROW TERMINATION
- EOL - END OF LIFE
- OCTE - OUTDOOR CORE TELCO ENCLOSURE
- POI - POINT OF INTERCONNECTION

NOTES:

- FINAL LAYOUT SUBJECT TO CHANGE BASED ON FINAL ENVIRONMENTAL, CIVIL, GEOTECHNICAL, AND AUTHORITY HAVING JURISDICTION REQUIREMENTS.
- EQUIPMENT QUANTITIES, CONFIGURATION, AND FOOTPRINT SUBJECT TO CHANGE BASED ON FINAL BESS TECHNOLOGY SELECTION AND ADDITIONAL PROJECT DUE TO CHANGES.
- CONSTRUCTION LAYOUT, PARKING, ETC. NOT INCLUDED OR CONSIDERED IN DEVELOPMENT OF EQUIPMENT ARRANGEMENT SHOWN.
- PROPOSED CONSTRUCTION STORMWATER MANAGEMENT ORDNANCE REQUIRES POST CONSTRUCTION STORMWATER MANAGEMENT.
- WATER SUPPLY, SUCH AS TANKS, FIRE WATER LOOP, AND/OR HYDRANTS NOT INCLUDED OR CONSIDERED IN LAYOUT DEVELOPMENT.
- OTHER ENVIRONMENTAL CONSTRAINTS WILL BE CONSIDERED IN THE FINAL SITE PLAN.
- HAWK ENERGY, LLC HAS SECURED A PRIVATE TRANSMISSION LINE EASEMENT WITH THE UNDERLYING LANDOWNER.

PRELIMINARY - NOT FOR CONSTRUCTION

TEMASKA HAWK BATTERY ENERGY STORAGE SYSTEM SITE PLAN

Project: **LAYOUT** of 1 sheet of 1 file: TemaskaHawk_SitePlan.dwg

TENASKA

MANITOWOC COUNTY, WISCONSIN

BURNS MEDONNELL
 9400 WARD PARKWAY
 KANSAS CITY, MO 64114
 Burns & McDonnell Engineering Co., Inc.

Designed: M. KELLEY
 Checked: M. KELLEY

Section 3, Item A.



¹ Photo is preliminary and for illustrative purposes

CONDITIONAL USE PERMIT
City of Two Rivers

Document Number

Permit No. 3-1-2024

Before the City Council of the City of Two Rivers, Manitowoc County, Wisconsin, regarding the premises at 15th Street and Washington Street in the City of Two Rivers, Manitowoc County, State of Wisconsin, further described as:

NE-SE & SE-SE S33 T20N R24E TRACT 7 OF CSM V 15 P 151

Inspections Department
City of Two Rivers
PO Box 87
Two Rivers, WI 54241-0087

Parcel ID Number: 053-233-404-010.01

Zoning Classification of the Premises is: Industrial District (I-2)/Conditional Use: Battery Energy Storage System

Mailing Address of the Premises Operator: 412 W. 15th Street, New York, NY 10011.

Land Owner: City of Two Rivers, Business Industrial Development Corporation, 1717 E Park Street, Two Rivers WI 54241

WHEREAS, the Zoning Code and Zoning District Map of the above named municipality, pursuant to State Statute, state that the premises may not be used for the purpose hereinafter described but that upon petition such use may be approved by the municipality as a Conditional Use in particular circumstances as defined by the standards in the Zoning Ordinance; and

Petition therefore having been made, and public hearing held thereon, and the City Council of the City of Two Rivers having determined that by reason of the nature, character and circumstances of the proposed use, and of the specific and contemporary conditions, permit of such use upon the terms and conditions hereinafter prescribed would be consistent with the requirements of the Zoning Ordinance.

Now, therefore, it is permitted, subject to compliance with the terms and conditions hereinafter stated, that the Premises may be used for the purpose of a Battery Energy Storage System.

Permitted by action of the City Council of the City of Two Rivers on March 4, 2024.

Original filed in the office of the City Clerk of the City of Two Rivers, Wisconsin

The Conditions of this Permit are:

1. This Permit shall become effective upon the execution and recording by the Owner of the Premises as acceptance hereof.
2. This Permit shall be void unless proper application, pursuant to the Building and Zoning Codes of this Municipality, for appropriate Building and Zoning Use Permits in conformity to this Permit, is made within twenty-four (24) months of the date hereof.
3. This Permit is subject to amendment and termination in accordance with the provisions of the Zoning Code of this Municipality.
4. Construction and operation of the use permitted shall be in strict conformity to the approved Site, Architectural, Lighting and Landscaping Plans in connection with the Petition for this Permit and such plans are incorporated herein by reference as if set forth in detail herein.
5. Any substantial change or expansion of the facilities permitted by the initial issuance of this Permit would require approval by the Plan Commission and City Council as an amendment to this Permit.
6. This permit is specifically issued to Hawk Energy Storage, LLC. This permit may be transferred under the same conditions to successors and assigns upon authorization by the Two Rivers City Council, based on any new owner demonstrating to the City's satisfaction its ability to comply with all provisions of the Permit. In considering authorization for such transfers, the City's considerations may include, by way of example but not limitation, the experience of the transferee in the operation of battery storage systems and the ability of the transferee to provide proper surety related to decommissioning. Such authorization by the City Council shall not be unreasonably withheld, conditioned, or delayed. This permit shall lapse if the operation of a battery energy storage system on the Premises ceases for a period of more than twelve (12) months.

7. Conditions/Conditions of Operations:

- A. Hours of Operation: Twenty-four hours a day and seven days a week. Batteries will be charging and discharging based on market and other external conditions
- B. All other Conditions in the attached Exhibit A.

SIGNATURES OF PROPERTY OWNER(S) AND PERMITEE(S):

As Owner(s) of the Subject Property, I/we accept and understand the above-described conditions.

 Printed Name: _____ Printed Name: _____

STATE OF WISCONSIN
MANITOWOC COUNTY

Personally came before me this _____ day of _____, 2024, the above named _____ and to be the person(s) who executed the foregoing instrument and acknowledge the same.

 Amanda Baryenbruch
 Notary Public, Manitowoc County, Wisconsin
 My commission expires: _____

SIGNATURES - CITY OF TWO RIVERS

 Greg Buckley, City Manager

 Amanda Baryenbruch, City Clerk

STATE OF WISCONSIN
MANITOWOC COUNTY

Personally, came before me this _____ day of _____ 2024, the above-named Greg Buckley and Amanda Baryenbruch known to be the person(s) who executed the foregoing instrument and acknowledge the same.

 Printed Name: _____
 Notary Public, Manitowoc County, Wisconsin
 My commission expires: _____

THIS INSTRUMENT WAS DRAFTED BY:
Elizabeth Runge, Community Development Director

Permit No. 3-1- 2024

EXHIBIT A

Safety

1. A Hazard Mitigation Analysis (HMA) will be completed and shared with the fire department, police department - all local emergency responders – prior to the issuance of a building permit.
2. An Emergency Response Plan (ERP) is to be prepared prior to the issuance of a building permit.
3. Local first responders are to be trained and equipped to the extent current equipment is insufficient to respond appropriately to the selected battery technology for the Hawk BESS project, at the Developer’s commercially reasonable expense, prior to the commencement of operation. Refresher training to local first responders shall be required, at the Developer’s expense, at reasonable intervals, at least annually or as requested by the City of Two Rivers Fire Chief, throughout the life of the project.
4. The ERP is to be reviewed annually with local emergency responders throughout the project’s lifespan and modified for best safety practices if necessary.
5. The facility is to be designed, constructed, operated, maintained and decommissioned to meet NFPA 855 standards.
6. Designed to meet Wisconsin and/or national electrical standards.
7. Confirmation that there will be remote monitoring of the BESS 24 hours, 7 days a week.

Noise

8. A noise study is to be conducted pre and post construction to verify the BESS is in compliance with the City’s noise ordinance.
9. It will be the City’s practice to verify the noise level on this project as it does with all projects within the City.

Operation and Maintenance

10. The project shall be constructed, operated and maintained in compliance with good utility practice. The City will have a third party-reviewer to assist with the review of BESS design (see item 16).
11. Routine maintenance shall be performed on the BESS equipment to ensure proper performance of the technology. The City and local emergency responders are to be contacted if there are concerns that meet any ERP standards in the battery performance.

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Decommissioning

12. The Developer is responsible for the removal of the Project at the end of its useful life. The site is to be restored to its pre-construction condition to the maximum extent possible, within 12 months of ceasing operations.

13. A decommissioning plan must be developed, submitted, and approved by the City prior to the issuance of the building permit. The City shall not unreasonably withhold, delay, or condition such approval.

In summary the decommissioning plan is to identify:

- Steps for restoring the site of the project to pre-construction condition to the maximum extent possible;
- Estimated cost for restoration less the project's estimated salvage value. ("Net Cost for Restoration")

14. The decommissioning plan is to be reviewed every 5 years for the purposes of updating the costs for decommissioning and, if applicable, updating the financial agreement identified in #15. Such updates shall be subject to approval by the City. The City shall not unreasonably withhold, delay, or condition such approval.

15. An assurance in the form of a bond, letter of credit, or other form, to be established in an agreement between the City and Developer to cover the cost of decommissioning as defined in the decommissioning plan and any updates. The cost of the project's estimated salvage value will be identified in the decommissioning plan.

Third Party Reviewer

16. The City will be seeking the services of a third-party reviewer with expertise in the BESS technology field to assist with the following services (if the CUP is approved by the City Council):

- a. Review of the site and architectural plan, battery technology compliance with NFPA 855 and with other applicable regulatory standards and codes not specifically identified in this memo;
- b. Assist with review of the ERP, completed noise study, decommissioning plan and review of decommission financial security agreement.
- c. Other items the City deems necessary related to BESS technology and project-related questions.
- d. Project inspection for compliance with applicable codes and standards.
- e. Review of decommissioning plan updates.

In the event that the Developer and the City disagree on any estimate produced for the "Net Cost for Restoration", and cannot resolve such disagreement, then the Developer and City agree that the updated "Net Cost for Restoration" will be the mean of the estimate produced by the Developer's third party consultant and the estimate produced by City's third party consultant.

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Developer shall be responsible for reimbursing the City for its reasonable costs incurred for the services of said Third Party Reviewer, up to a maximum dollar amount that must be mutually agreed upon by the City and Applicant prior to the City's commencement of plan review for the building permit. The City shall make best effort that the Third Party review does not unreasonably delay the project's permitting or construction process.

Site and Architectural Plans

17. Site and Architectural Plan Approval by the Plan Commission is required per Section 11-1-11 of the Municipal Code, prior to issuance of a building permit. The requirements include the Final Site Plan, a Landscaping Plan, Storm water Management Plan, Lighting Plan and all other items listed in Section 11 - 1-11.

18. Site and Architectural Plan approval by the City's Business and Industrial Development Committee and Community Development Authority is required per the "Declaration of Restrictions and Protective Covenants" applicable to the Woodland Industrial Park, as dated December 21, 1989 and recorded with the Manitowoc County Register of Deeds at Volume 891, pages 402 to 412. Such approval, as well as any required variances from the provisions of said Restrictions and Protective Covenants must be obtained prior to issuance of a building permit.

19. Developer shall at all times be in compliance with the terms of the Real Estate Purchase Option Agreement Between the City of Two Rivers and Swift Energy Storage, LLC, dated July 20, 2021, including all amendments.

20. Following initial completion of the project and the project being put into operation, Developer shall notify the City, in writing, of any battery enclosures being removed or installed at the project. Such notification shall be at least 30 days in advance of the removal or installation, except in cases of emergency, when Developer shall notify the City as soon as practicable. No batteries shall be stored on the premises outside of battery enclosures, with the exception of batteries stored for future use. Any batteries on the premises stored for future use shall be stored to NFPA 855 standards.

21. This conditional use permit shall not be effective, nor shall the City engage in any plan review relative to this project, until Swift Energy Storage, LLC has assigned its Real Estate Purchase Option for the subject property (as further described in condition 19 above) to Hawk Energy Storage, LLC. Such assignment is subject to approval by the Two Rivers City Council.

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CITY OF TWO RIVERS
INDUSTRIAL PARK
LAND COVENANTS

X 663258 X

MARK L. DAVIS, PRESIDENT
CITY OF TWO RIVERS

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

Know all men by these presents that the City of Two Rivers, a Wisconsin municipal corporation, (hereinafter referred to as City) is the owner of a certain parcel of real estate, (hereinafter referred to as Area) located in the City of Two Rivers, Manitowoc County, Wisconsin, more particularly described as follows:

PARCEL NO. 1:

The East Seven Hundred Seventy feet (770) of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4), EXCEPTING THEREFROM Tract 1 of a Certified Survey in the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) recorded in Volume 10 of Certified Survey Maps, page 385, as Document No. 591092, and also

EXCEPTING THEREFROM the northern most 5.01 acres from the West 330 feet of the East 770 feet,

ALL in Section Numbered Thirty-three (33), Township Numbered Twenty (20) North, Range Numbered Twenty-four (24) East.

PARCEL NO. 2:

The East Seven Hundred Seventy Feet (770) of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Numbered Thirty-three (33), Township Numbered Twenty (20) North, Range Numbered Twenty-four (24) East.

PARCEL NO. 3:

The Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4), EXCEPTING therefrom a square 5.01 acre (exclusive of road rights-of-way) tract located in the Northeast corner of said property;

The North One-quarter (N1/4) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4);

ALL in Section Numbered Four (4), Township Numbered Nineteen (19) North, Range Numbered Twenty-four (24) East.

PARCEL NO. 4:

The West One-half (W1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Numbered Thirty-four (34),

Township Numbered Twenty (20) North, Range Numbered Twenty-four (24) East,

EXCEPTING THEREFROM that part of the North Two Hundred and Ten Feet (210) of the South Five Hundred and Fifty Feet (550) lying East of the East line of the dedicated roadway, inclusive of Tract 1 of a Certified Survey recorded in Volume 11 of Certified Survey Maps, page 571 as Document No. 644463, and also

EXCEPTING THEREFROM a tract of land more particularly described as follows:

Commencing at the Southeast corner of the West One-half (W1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4), thence due West and parallel to State Highway 310 a distance of two hundred feet (200), thence due north and parallel to Woodland Drive a distance of 340 feet; thence due East and parallel to State Highway 310 a distance of 200 feet; thence due South and parallel to Woodland Drive a distance of 340 feet to the point of beginning.

PARCEL NO. 5:

The Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Numbered Four (4), Township Numbered Nineteen (19) North, Range Numbered Twenty-four (24) East, EXCEPTING THEREFROM the North Five Hundred and Seventy-five feet (575) of the West Three Hundred and Ninety feet (390) thereof, and also EXCEPTING THEREFROM the West Thirty-three Feet (33) south of the North Five Hundred and Seventy-five Feet (575) thereof.

PARCEL NO. 6:

The South Three Quarters (S3/4) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Numbered Four (4), Township Numbered Nineteen (19) North, Range Numbered Twenty-four (24) East.

PARCEL NO. 7:

The Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Numbered Four (4), Township Numbered Nineteen (19) North, range Numbered Twenty-four (24) East, EXCEPTING THEREFROM the West Thirty-three Feet (33) thereof.

PARCEL NO. 8:

The South One-half (S1/2) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section Numbered Three (3), Township Numbered Nineteen (19) North, Range Numbered Twenty-four (24) East.

PARCEL NO. 9:

The Northwest One Quarter (NW1/4) of the Southwest One Quarter (SW1/4) of Section Numbered three (3), Township Numbered Nineteen (19) North, Range Numbered Twenty-four (24) East, EXCEPTING THEREFROM the West Three Hundred and Thirty-one (331) feet of the South Six Hundred Sixty (660) feet thereof.

PARCEL NO. 10:

The South One-half (S1/2) of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Numbered Three (3), Township Numbered Nineteen (19) North, Range Numbered Twenty-four (24) East.

The City intends to establish a general plan for the use, occupancy, and enjoyment of said Area, and intends to convey parcels of land within said Area to prospective industrial users hereinafter referred to as Purchasers.

The above described Area is intended to be a part of an industrial park development to be developed, promoted and sold by the City and these restrictions and protective covenants are developed to insure proper use and appropriate development and enjoyment of each building site thereon; to protect the improvements in this planned industrial area; to guard against the erection thereon of structures or buildings of improper or unsuitable materials; to require conformance to applicable zoning ordinance and building codes; to insure reasonable development of said property and locations thereon of buildings; to control the development of said property as an industrial area, including but not limited to, proper setbacks from the street, adequate free space between structures, adequate parking, and in general to provide for a high quality of improvement on said property, to insure that building sites will not adversely affect the general plan for physical development of the industrial area.

The City does hereby declare that all parcels of land located within said Area shall be subject to the following restrictions and protective cove-

nants which shall be deemed to run with the land and shall bind the respective owners of such parcels, their heirs and successors and be enforceable by any of said owners in said Area as well as by the City of Two Rivers, irrespective of whether the City retains ownership of any real estate within said Area.

I. LAND SALE, RESALE AND MINIMUM DEVELOPMENT CONDITIONS.

A. Roadways.

The purchase price of all lands in the Area shall include a roadway open to traffic on a public street. Such roadway to be constructed by the City at such time and to the extent necessary to provide service to the property.

B. Water and Sanitary Sewer.

Water and sanitary sewer shall be installed in a street or easement adjacent to the property. The location of such water and sanitary sewer shall be at the option of the City.

C. Minimum Development Conditions.

- (1) All purchasers shall, within 24 months of the date of purchase, make substantial use of the land for purposes permitted under the terms of these covenants and the Municipal Building and Zoning Codes, and shall erect a minimum of 2,500 square feet of building per acre purchased, and
- (2) Should any Purchaser fail to perform this condition within the specified time the City shall within 90 days after the termination of said period either grant an extension of time mutually agreeable to both parties and set forth in writing or, upon written notice to the Purchaser, have the option to repurchase said property for an amount equal to the purchase price paid by the Purchaser plus the

depreciated cost of any improvements of value made to or on the land by the Purchaser.

(a) Should such option be exercised, conveyance of the property shall be by warranty deed free and clear of all encumbrances created by act of default of the Purchaser. .

(b) Should the option to repurchase not be executed, the Purchaser may sell the land to any person, firm, or corporation and the City shall have no further interest therein except as to the other restrictions herein contained.

D. Resale - Lease Conditions.

(1) In the event a landowner elects to sell any portion of land which is not being used in connection with the business operated on the premises or which the landowner desires to sell separate and distinct from any sale of the business operated on the premises, the same shall first be offered for sale to the City of Two Rivers in writing and filed with the City and the City shall have the option of repurchasing the land at the original sale price, plus the market value of any improvements of value made to or on the land by the landowners. This provision shall not apply to a sale, transfer or conveyance to the spouse or descendants of the landowner or to a trust for the benefit or to an entity controlled by the landowner.

(2) A landowner may not lease or rent any part of his parcel of land to any other person, firm or corporation except for such land as may be necessary for the use of leased or rented buildings or structures. This provision shall not apply to a sale, transfer or con-

veyance to the spouse or descendants of the landowner or to a trust for the benefit or to an entity controlled by the landowner.

(3) No parcel of real estate within said Area may be subdivided or sold in a parcel smaller than that parcel originally conveyed by the City without written consent by the City. This provision shall not preclude the City from dividing parcels within said Area in any fashion it deems desirable prior to sale to initial Purchasers.

E. Ingress and Egress.

Ingress and Egress from said real estate will be limited to Woodland Drive.

II. LAND USE

The use of all lands in the Area shall be in conformance with all Municipal Code I-2 District provisions and shall be limited primarily to manufacturing, warehousing or distributing activities and administrative offices related directly thereto except that an area not greater than 25% of the gross floor area of a building wherein products are manufactured may be utilized for retailing such products exclusively.

III. DEVELOPMENT REGULATIONS.

All buildings and improvements erected in said Area shall comply with the following:

A. Construction Materials.

Any building erected shall be of masonry or steel construction or the equivalent thereof. The front of all buildings when facing a street shall be faced with decorative masonry or other architectural materials designed to enhance the structure and the area.

B. Landscaping, Vision Screening, Building and Yard Area.

- (1) Building Area. Buildings shall not cover more than 50% of the total site area.
- (2) Front Yard Setback. A landscaped front yard not less than 25 feet in depth shall be provided which may contain in addition to landscaping conforming with the provisions of Section III B (6) of these regulations, pedestrian walks, one identification sign not greater than 100 square feet in area, flagpoles, and driveways providing access to interior side yards or rear yards.
- (3) Street Side Yard. Street side yards shall be not less than 25 feet in depth and shall be landscaped in accordance with Article III B (6) of this section. Street side yards may accommodate the same uses as provided for front yards and in addition, may be used for off-street loading activities providing that no portion of the vehicles encroaches upon the public right of way.
- (4) Interior Side Yard. A 10 foot minimum width side yard shall be provided exclusive of rail tracks or public alleys except where adjacent to an R-District, in which case the side yard shall be not less than 25 feet wide. Unless such side yard abuts a railroad or public alley a minimum of 5 feet of the yard adjacent to the property line shall be landscaped in accordance with the provisions of Article III B (6) of this section.
- (5) Rear Yard. A 25 foot minimum rear yard shall be provided of which that 5 feet area adjacent to the property line shall be landscaped in accordance with Article III B (6) of this section.
- (6) Landscaping. Landscaping for the purposes of this document shall consist of grading and planting with trees, shrubs, ground cover

and appropriate natural landscaping materials all of which shall be in place one year from the date the building is occupied. Landscaping shall relate to buildings and paved surfaces as to scale, massing, size, shape and color. At the time of planting, vegetation shall be of sufficient size as to noticeably enhance the site. Wherever possible, existing trees should be preserved. Plant material shall be of hardy quality, preferably native to Wisconsin. Any purchaser shall be responsible for maintenance of vegetation and replacement of any defective plant material.

C. Off Street Parking and Loading.

- (1) All parking areas and loading areas shall be paved within one year from the date of occupancy of the building.
- (2) Off street parking shall be provided at a minimum ratio of one space for each two employees.
- (3) Off street loading shall be located in any required yard except the front yard and the front one-third of the street side yard.
- (4) No parking will be allowed on Woodland Drive and State Highway 310. The purchaser or owner shall provide sufficient parking on premise for its employees and customers.

D. Open Storage.

No open storage of any kind shall be permitted unless such stored materials are visually screened from all streets and adjacent R-Districts with a eight-foot high suitable fence, vegetation, earth berm or combination thereof. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Open

storage shall be limited to the rear two-thirds of the site and behind the building setback lines. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings.

E. Signs.

Only identification signs promoting the name and/or trademark of the owner or tenant of the parcel on which the sign is to be placed will be permitted. Free standing signs shall not be located nearer than 10 feet to any street or alley. All signs, exterior lighting, etc. shall be shown on the final site plan submitted to The Two Rivers Business and Industrial Development Committee, Inc., for review.

F. Vision Clearance.

There shall be provided at all corners where streets, alleys and driveways intersect, a vision clearance area extending 10 feet horizontally and 10 feet vertically which area shall be kept free of any sign, fence, tree, shrub or other vision obstacle.

IV. PLAN APPROVAL.

A. Before commencing the construction or alteration of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards or any other structures or permanent improvements on or to the real estate conveyed hereby, the Purchaser shall first submit to The Two Rivers Business and Industrial Development Committee, Inc. and/or Community Development Authority of the City of Two Rivers, the following:

- (1) Building plans and specifications.
- (2) Site and landscaping plans showing open storage areas, number of

parking spaces, utilities, street, easements, structures, etc.

(3) Elevation sketch of all proposed improvements.

B. Plan Review and Approval.

In the event that the Two Rivers Business and Industrial Development Committee or its assigns shall fail to approve or disapprove in writing such plans, specifications and sketch within 35 days after they have been submitted to them, such approval will not be required and this covenant will be deemed to have been complied with.

C. Easements and Utilities.

The City reserves an easement to construct overhead utility lines and underground utility lines, pipes, and conduits over and through an area not more than ten feet in width along either side of the property lines or twenty feet in width across the rear of the real estate conveyed and any Purchaser or lessee agrees to execute any and all instruments necessary and reasonable for the future development of said easement area provided that no such easement shall interfere with any building planned for or constructed on the said real estate by the grantee or lessee.

V. VARIANCES.

Notwithstanding anything herein contained to the contrary, the City expressly reserves the sole right at any time and from time to time to authorize variances from the strict application of these restrictions and protective covenants or any one or more of them where the circumstances, in its sole and exclusive judgment, justifies the granting of same. Any variance hereunder shall be in writing and executed by an authorized officer of the City.

VI. ENFORCEMENT.

In the event that any Purchaser fails to perform in accordance with these covenants or with the provisions of Section 17.18 of the Municipal Zoning code, the City Council for the City of Two Rivers, upon the recommendation of the Business and Industrial Development Committee, may take any corrective measures it deems necessary and appropriate and the costs thereof shall be assessed against the property in the same manner as a special assessment. The City Council shall give at least thirty days notice to the Purchaser of any violation and the steps required to correct it, prior to taking any action to cure such violation.

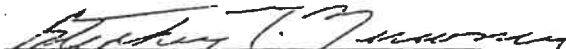
VII. INVALIDATION.

The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said covenants or restrictions at the time of its violation shall in no way affect any of the other restrictions nor be deemed a waiver of the right to enforce the same hereafter.

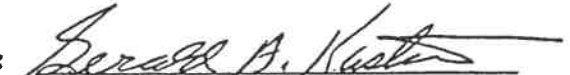
Dated this 21st day of December, 1989.

CITY OF TWO RIVERS

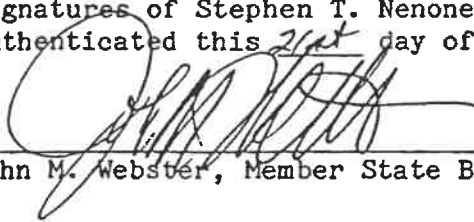
BY:


Stephen T. Nenonen
CITY MANAGER

By:


Gerald Kasten
CITY CLERK

Signatures of Stephen T. Nenonen and Gerald Kasten authenticated this 21st day of December, 1989.


John M. Webster, Member State Bar of Wisconsin.

THIS INSTRUMENT DRAFTED BY: Attorney John M. Webster