

1 **MINUTES FOR THE JOINT MEETING OF THE PLAN COMMISSION & ECONOMIC**
2 **DEVELOPMENT COMMITTEE**
3 **TUESDAY, DECEMBER 15, 2015**
4 **Sister Bay-Liberty Grove Fire Station – 2258 Mill Road**
5 **UNAPPROVED VERSION**

6
7 The December 15, 2015 joint meeting of the Plan Commission and the Economic Development
8 Committee was called to order by Plan Commission Chair and Economic Development
9 Committee member Dave Lienau at 5:31 P.M.

10
11 **Present:** Chairperson Lienau, Plan Commission members Scott Baker, Don Howard and Marge
12 Grutzmacher, Economic Development Committee Chair Larry Gajda, and Economic
13 Development Committee members Dan Mortier, Bill Chaudoir and Denise Bhirdo. Plan
14 Commission member Nate Bell arrived at 5:19 P.M.

15
16 **Excused:** Plan Commission member Eric Lundquist, and Economic Development Committee
17 member Mike Flood.

18
19 **Absent:** Economic Development Committee member Jimmy Grasse.

20
21 **Others:** Ron and Lisa MacDonald, Ron Kane, Laddie Chapman and Jennifer Damiani.

22
23 **Staff Members:** Village Administrator Zeke Jackson, Finance Director Tasha Rass and Assistant
24 Administrator Janal Suppanz.

25
26 **Comments, correspondence and concerns from the public:**

27 Lienau noted that no new correspondence had been received, and then asked if anyone wished
28 to comment regarding a non-agenda item. No one responded.

29
30 Jackson then introduced Tasha Rass, the new Finance Director, and the
31 Commission/Committee members welcomed her.

32
33 **Approval of the agenda:**

34 *A motion was made by Baker, seconded by Grutzmacher that the Agenda for the December*
35 *15, 2015 joint meeting of the Plan Commission and the Economic Development Committee be*
36 *approved as presented. Motion carried – All ayes.*

37
38 **Approval of minutes as published:**

39 **As to the minutes for the October 27, 2015 meeting of the Plan Commission:**

40 *A motion was made by Howard, seconded by Grutzmacher that the minutes for the October*
41 *27, 2015 meeting of the Plan Commission be approved as presented. Motion carried – All ayes.*

42
43 **Business Items:**

44 **5. Public hearing on a request for a CSM for Parcel No. 181-00-06312844P and Parcel No.**
45 **181-00-06312844F, which property is located on Chalet Lane; Discussion on the proposed**
46 **CSM; consider a motion to refer the matter on to the Village Board for approval:**

47 *At 5:02 P.M. Lienau recused himself due to a conflict of interest and had a seat in the audience,*
48 *and Jackson assumed the Chairperson duties.*

49

1 At 5:03 P.M. Jackson called the public hearing on a request for a CSM for Parcel No. 181-00-
2 06312844P and Parcel No. 181-00-06312844F which was submitted by Dave Lienau to order.
3 Lienau would like to combine the previously mentioned lots and record the CSM which was
4 included in the meeting packets in the Office of the Register of Deeds for Door County so that
5 he has two buildable lots on Chalet Lane.

6
7 At 5:09 P.M. Jackson asked if anyone wished to comment regarding the proposed CSM, and
8 when no one responded he declared that the public hearing was closed.

9
10 A motion was made by Howard, seconded by Baker that the Plan Commission recommends
11 that the CSM for Parcel No. 181-00-06312844P and Parcel No. 181-00-06312844F, which
12 property is owned by Dave Lienau and is located on Chalet Lane, be approved as presented.
13 Motion carried – All ayes.

14
15 **Item No. 1. Consider a motion to convene into closed session pursuant to Wis. Stats.,**
16 **§19.85(1)(e) to deliberate or negotiate the purchase of public properties, the investment of**
17 **public funds, or conduct other specified public business, whenever competitive or bargaining**
18 **reasons require a closed session:**

19 At 5:11 P.M. a motion was made by Gajda, seconded by Baker that the Plan Commission and
20 the Economic Development Committee convene into closed session pursuant to Wis. Stats.,
21 §19.85(1)(e) to deliberate or negotiate the purchase of public properties, the investment of
22 public funds, or conduct other specified public business, whenever competitive or bargaining
23 reasons require a closed session.

24
25 A roll call vote was taken on that motion and the Commission/Committee members voted in
26 the following fashion:

27
28 Bhirdo – Aye; Chaudoir – Aye; Grutzmacher – Aye; Howard – Aye; Lienau – Aye; Gajda – Aye;
29 Baker – Aye; Mortier – Aye.

30
31 Motion carried.

32
33 **Item No. 2. Consider a motion to reconvene into open session:**

34 At 5:40 P.M. a motion was made by Gajda, seconded by Bell that the Plan Commission and the
35 Economic Development Committee reconvene into open session. Another roll call vote was
36 taken on that motion, and the Commission/Committee members again voted in the following
37 fashion:

38
39 Bhirdo – Aye; Chaudoir – Aye; Grutzmacher – Aye; Howard – Aye; Lienau – Aye; Gajda – Aye;
40 Baker – Aye; Mortier – Aye.

41
42 Motion carried.

43
44 **Item No. 3. Consider a motion to take action, if required:**

45 No formal action was taken.

46
47 **Item No. 7. Report by the Zoning Administrator regarding development activities, various**
48 **enforcement actions, and issuance of Sign and Zoning Permits:**

49 Jackson gave the following oral report:

- 1 • The Village has received an offer for the Braun property. Up until now that property has
2 been marketed as one large contiguous parcel, but the person who has submitted the
3 offer to purchase has requested that the property be lotted off. One of the best hotel
4 recruiting companies in the country marketed the property as one contiguous parcel for
5 quite some time, and there also has been a large “For Sale” sign posted on it, but until
6 now no one has expressed interest in actually purchasing any of it.

7
8 Gajda noted that since there has been little or no interest in purchasing the property as
9 one contiguous parcel, he believes it might be wise to lot it off, but he would like to see
10 a formal site plan created.

11
12 Bhirdo agreed with Gajda, and indicated that she “felt deep down that we were never
13 going to get that big development” on the Braun property. Therefore, she thinks it makes
14 sense to come up with a different development plan for the property. She also believes
15 it might make sense to lot it off. She does not want to see “rows of buildings” but would
16 like to see walking paths created, and believes something should be done to “fill in the
17 missing teeth” downtown. Bhirdo believes serious conversations should take place
18 regarding what is needed in Sister Bay, and how best the Braun property can serve the
19 needs of residents as well as visitors to the area.

20
21 Dan Mortier indicated that he believes the idea of lotting off the Braun property should
22 be considered as a viable alternative and he is “completely on board” with the concept,
23 but he does not like the preliminary plan which has been presented to the
24 Commission/Committee members.

25
26 Chaudoir indicated that he firmly believes discussion should take place regarding the
27 actual financial status of the TIF District. If it is not possible to offer developer incentives
28 there probably is no other alternative to lotting the Braun property off.

29
30 *It was eventually the consensus that the Economic Development Committee should be asked to*
31 *address this issue at length and make a formal recommendation regarding the preferred course*
32 *of action.*

33
34 *At 5:54 P.M. a motion was made by Baker, seconded by Bhirdo that the Plan Commission and*
35 *Economic Development Committee reconvene into closed session pursuant to Wis. Stats.,*
36 *§19.85(1)(e) to deliberate or negotiate the purchase of public properties, the investment of*
37 *public funds, or conduct other specified public business, whenever competitive or bargaining*
38 *reasons require a closed session.*

39
40 *A roll call vote was taken on that motion, and the Commission/Committee members voted in*
41 *the following fashion:*

42
43 *Bhirdo – Aye; Chaudoir – Aye; Grutzmacher – Aye; Howard – Aye; Lienau – Aye; Gajda – Aye;*
44 *Baker – Aye; Mortier – Aye.*

45
46 *Motion carried.*

47
48 *At 5:59 P.M. a motion was made by Lienau, seconded by Baker that the Plan Commission and*
49 *the Economic Development Committee reconvene into open session. Another roll call vote was*

1 taken on that motion, and the Commission/Committee members again voted in the following
2 fashion:

3
4 *Bhirdo – Aye; Chaudoir – Aye; Grutzmacher – Aye; Howard – Aye; Lienau – Aye; Gajda – Aye;*
5 *Baker – Aye; Mortier – Aye.*

6
7 *Motion carried.*

8
9 *Again, no formal action was taken.*

10
11 **Item No. 6. Discussion on the review process for commercial projects; Consider a motion for
12 action if necessary:**

13 **Item No. 7. Continuation of the report by the Zoning Administrator regarding development
14 activities, various enforcement actions, and issuance of Sign and Zoning Permits:**

15 **Item No. 8. Matters to be placed on a future agenda or referred to a committee,
16 official or employee:**

17 *A motion was made by Lienau, seconded by Baker that Agenda Item No. 6 – Discussion
18 on the review process for commercial projects; Consider a motion for action if
19 necessary; Agenda Item No. 7 – Continuation of the report by the Zoning Administrator
20 regarding development activities, various enforcement actions, and issuance of sign and
21 zoning permits, and Agenda Item No. 8 – Matters to be placed on a future agenda or
22 referred to a committee, official or employee shall be tabled until the next meeting of
23 the Plan Commission.*

24
25 **Adjournment:**

26 *A motion was made by Baker, seconded by Gajda to adjourn the joint meeting of the Plan
27 Commission and Economic Development Committee at 6:01 P.M. Motion carried – All ayes.*

28
29 Respectfully submitted,

30 

31 Janal Suppanz,
32 Assistant Administrator

1 **ECONOMIC DEVELOPMENT COMMITTEE MEETING MINUTES**
2 **TUESDAY, JANUARY 12, 2016**
3 **Sister Bay-Liberty Grove Fire Station – 2258 Mill Road**
4 **(APPROVAL PENDING)**
5

6 The January 12, 2016 meeting of the Economic Development Committee was called to
7 order by Chairperson Larry Gajda at 4:02 P.M.

8
9 **Present:** Chairperson Gajda and members Denise Bhirdo, Dan Mortier, and Dave Lienau.

10
11 **Excused:** Mike Flood, Bill Chaudoir, Eric Lundquist and Jim Grasse.

12
13 **Others:** Ron Kane, Greg Casperson, Tom Smith, Jerry Sabalus, Penny Anschutz, Rob
14 Zoschke, Jackson Parr and one other individual.

15
16 **Staff Members:** Village Administrator Zeke Jackson and Assistant Administrator Janal
17 Suppanz.

18
19 **Comments, correspondence and concerns from the public:**

20 Gajda asked if anyone in the audience wished to comment regarding a non-agenda item.
21 No one responded.

22
23 **Approval of the agenda:**

24 *A motion was made by Bhirdo, seconded by Lienau that the agenda for the January 12,*
25 *2016 meeting of the Economic Development Committee be approved as presented.*
26 *Motion carried – All ayes.*

27
28 **Approval of minutes as published:**

29 *A motion was made by Mortier, seconded by Lienau that the minutes for the January 5,*
30 *2016 meeting of the Economic Development Committee be approved as presented.*
31 *Motion carried with Bhirdo abstaining.*

32
33 **Business Items:**

34 **Item No. 1. Discussion on dividing “the Braun Property”, which is located at 10654 N.**
35 **Bay Shore Drive; Review of community proto-type designs from the January 5, 2016**
36 **meeting:**

37 Jackson presented the proto-type designs which were prepared at the January 5, 2016
38 meeting of the Economic Development Committee, and the Committee members jointly
39 reviewed those designs. During the review process Jackson pointed out that some of the
40 designs incorporate property which is now owned by the Sister Bay Bowl, as the property
41 has been squared off. The plans which were prepared when the (6f) conversion was done
42 call for 70 parking spaces on “the Braun property”, but if the parking area is reconfigured
43 like shown on the plan prepared by Team #1 there could be up to 90 parking spaces on
44 the property. If Village officials decide to acquire the Bowl property an appraisal would be
45 required, but there is some question as to whether this would even be possible because of
46 (6f) restrictions. Jackson will contact D.O.T. officials and report his findings to the
47 Committee members ASAP. Gajda pointed out that three of the proposed proto-type
48 designs include at least one large building, and all the designs incorporate some

1 component of public and/or green space. There would also be an Information Booth in a
 2 prominent location downtown. Lienau noted that Village officials may want to require that
 3 a Condominium Association be created, as when there is a large amount of green space
 4 maintenance issues will come into play, and it was the consensus that this would be a
 5 good idea. Mortier pointed out that phasing could also be done.

6
 7 *It was eventually the consensus that whatever plan is determined to be preferred for “the*
 8 *Braun property” it should allow for mixed uses and contain the following elements:*

- 9 • *The property should be squared off;*
- 10 • *The Bowl’s parking lot should be attached to the new parking lot;*
- 11 • *There should be some type of large structure on the back corner of the property;*
- 12 • *There will only be one or two story buildings in the frontage area;*
- 13 • *There will be public space with walking paths and public art areas on the property;*
- 14 • *The main entrance to the development will be at the corner of Mill Road and N. Bay*
 15 *Shore Drive;*
- 16 • *The development will contain a Visitor Center/Information Booth/Kiosk, and that*
 17 *building will be situated somewhere along N. Bay Shore Drive;*
- 18 • *There will be a pathway within the development which allows access to the Library*
 19 *gardens;*
- 20 • *There will be an access road on the south side of the property abutting the Bowl*
 21 *property; and,*
- 22 • *A land condominium will be created for the property.*

23
 24 **Item No. 2. Interactive planning session with Committee members; Develop a consensus**
 25 **design:**

26 **Item No. 3. Consider a motion to direct staff to engage a designer to draft a proposed site**
 27 **plan and subdivision plat for presentation to the appropriate Village Committees,**
 28 **Commissions and Boards:**

29 *It was the consensus that Steve Thomas or some other competent designer shall be asked*
 30 *to create a formal site plan which is based upon Team #1’s drawing. That plan shall be*
 31 *drawn to scale and shall contain all of the previously mentioned common elements.*

32
 33 *Discussion took place regarding the preferred setbacks within the development to be*
 34 *constructed on “the Braun property”, and it was the consensus that up to 6’ setbacks will*
 35 *be allowed along N. Bay Shore Drive.*

36
 37 **Item No. 4. Discussion on architectural standards for development; Review Architectural**
 38 **Code; Develop a consensus with respect to the preferred architectural style; and consider**
 39 **a motion to direct staff to engage an architectural firm to develop a style guide and**
 40 **concept façade for further review:**

41 The Village has already created an Architectural Guide, but Jackson believes potential
 42 developers should be provided architectural renderings and a marketing piece which
 43 depicts what a development could look like on “the Braun property”. It was the consensus
 44 that developers should be allowed some latitude with the design of their structures, but a
 45 marketing piece would be helpful. The Plan Commission would still have to review and
 46 approve the plans for any buildings to be constructed within the development.

47

1 A motion was made by Bhirdo, seconded by Gajda that the recommendation is made to
2 the appropriate committee(s) that the members of that committee(s) shall determine the
3 amount of money which shall be spent on creation of the previously mentioned
4 architectural renderings and a marketing piece for "the Braun property". Motion carried –
5 All ayes.

6
7 Rob Zoschke asked how many hotel or condo units the Village envisions being constructed
8 on "the Braun property", and the committee members responded that those numbers will
9 be driven by who the developer is and what his or her needs actually are.

10
11 Greg Casperson indicated that it is his understanding that an average sized commercial
12 building could cost up to \$200.00 per square foot, and it might be difficult to find a
13 number of people who are willing or even able to make that much of an investment. He
14 believes the architectural renderings should take this fact into consideration, and would
15 prefer to see a nice development with fewer buildings in it depicted on any drawings
16 which are prepared.

17
18 Penny Anshutz asked if anyone has ever been to the "Chris Kindle Market" in Chicago, and
19 indicated that such a development might be something which would work quite well on
20 "the Braun property".

21
22 **Item No. 5. Matters to be placed on a future agenda or referred to a committee, official
23 or employee:**

24 *A joint meeting of the Plan Commission and Economic Development Committee will be
25 conducted at 5:30 P.M. on Tuesday, January 26, 2016.*

26
27 **Adjournment:**

28 *A motion was made by Bhirdo, seconded by Mortier to adjourn the meeting of the
29 Economic Development Committee at 4:36 P.M.*

30
31 Respectfully submitted,



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33 Janal Suppanz,
34 Administrative Assistant
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PARCELS #10-18

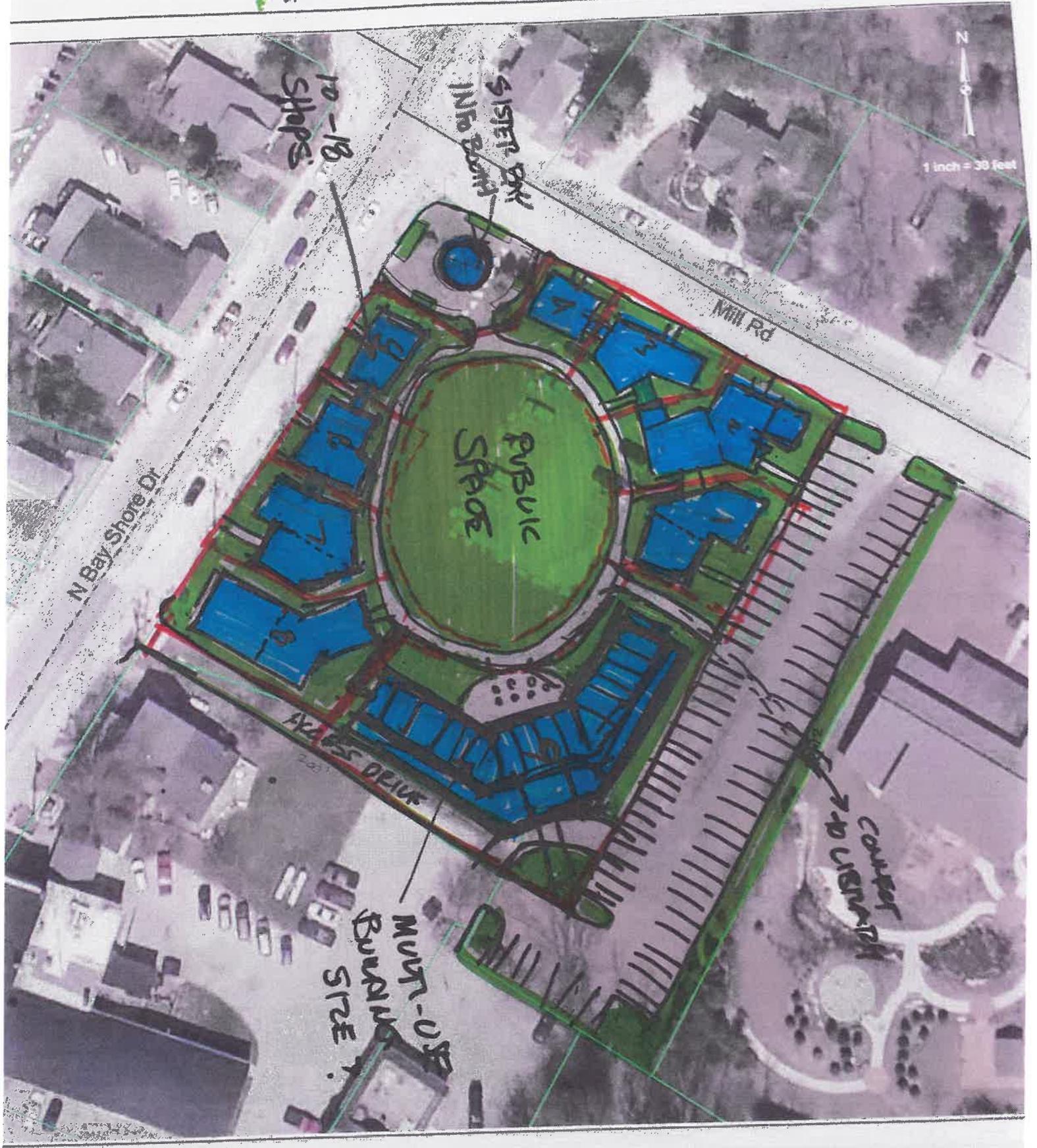
Village of Sister Bay

Door County, Wisconsin

December, 2015

(Air Photo Date: April, 2015)

9



10-18



Plan Commission Public Notice

The Sister Bay Plan Commission will hold a public hearing at the Sister Bay Fire Station, 2258 Mill Rd, Door County, Wisconsin on **Tuesday, January 26, 2016 at 5:30 P.M.** or shortly thereafter, for the purpose of considering proposed map amendments to the Zoning Map. Sections of the Zoning Map to be considered include adoption of a CSM for parcels 1810008312812M on Canterbury Ln, commonly addressed as 10560 Applewood Rd and referred to as "the Canterbury Extension".

The purpose of this public hearing is to obtain comments and input from the public on the proposed Map amendments.

A copy of the proposed amendments and the current Zoning Code are available for inspection. The Zoning Code and Zoning Map for the Village are also on file at the Zoning Administrator's office and may be viewed at 2383 Maple Drive weekdays between 8:00 a.m. and 4:00p.m. The drafts are available on the Village web site at www.sisterbaywi.gov.

Written testimony, including email, will be accepted at the Sister Bay Administration Building, 2383 Maple Drive, Sister Bay, WI 54234, (FAX 920-854-9637) until 3:00 P.M. on the day of the meeting. Letters will be available for public inspection during normal business hours, until the close of business on the day of the hearing. Letters will be entered into the record; and a summary of all letters will be presented at the meeting, but individual letters may not be read. Anonymous correspondence will not be accepted.

All application materials for Regular Zoning Permits, Conditional Use Permits and zoning amendment petitions may be viewed at the Sister Bay Administration Building, 2383 Maple Drive, Sister Bay, WI during normal business hours, 8:00am. -4:00p.m.

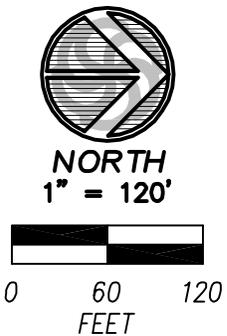
By order of the Plan Commission of the Village of Sister Bay.

Zeke Jackson
Zoning Administrator
zeke.jackson@sisterbaywi.gov

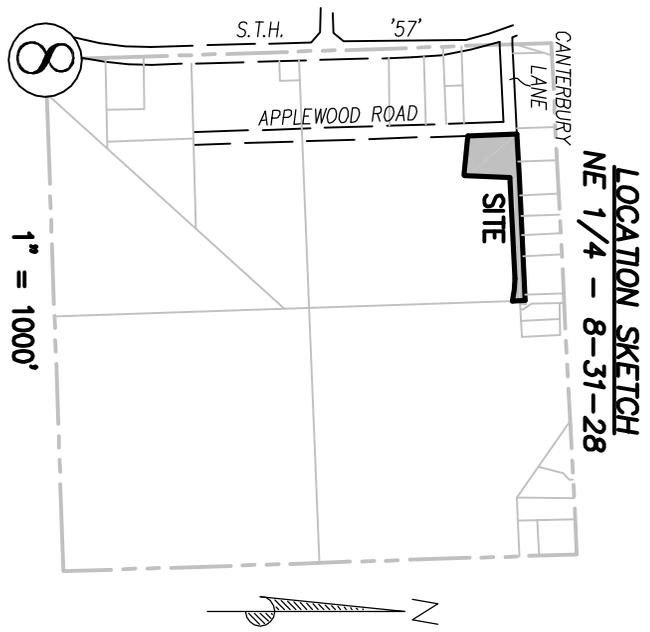
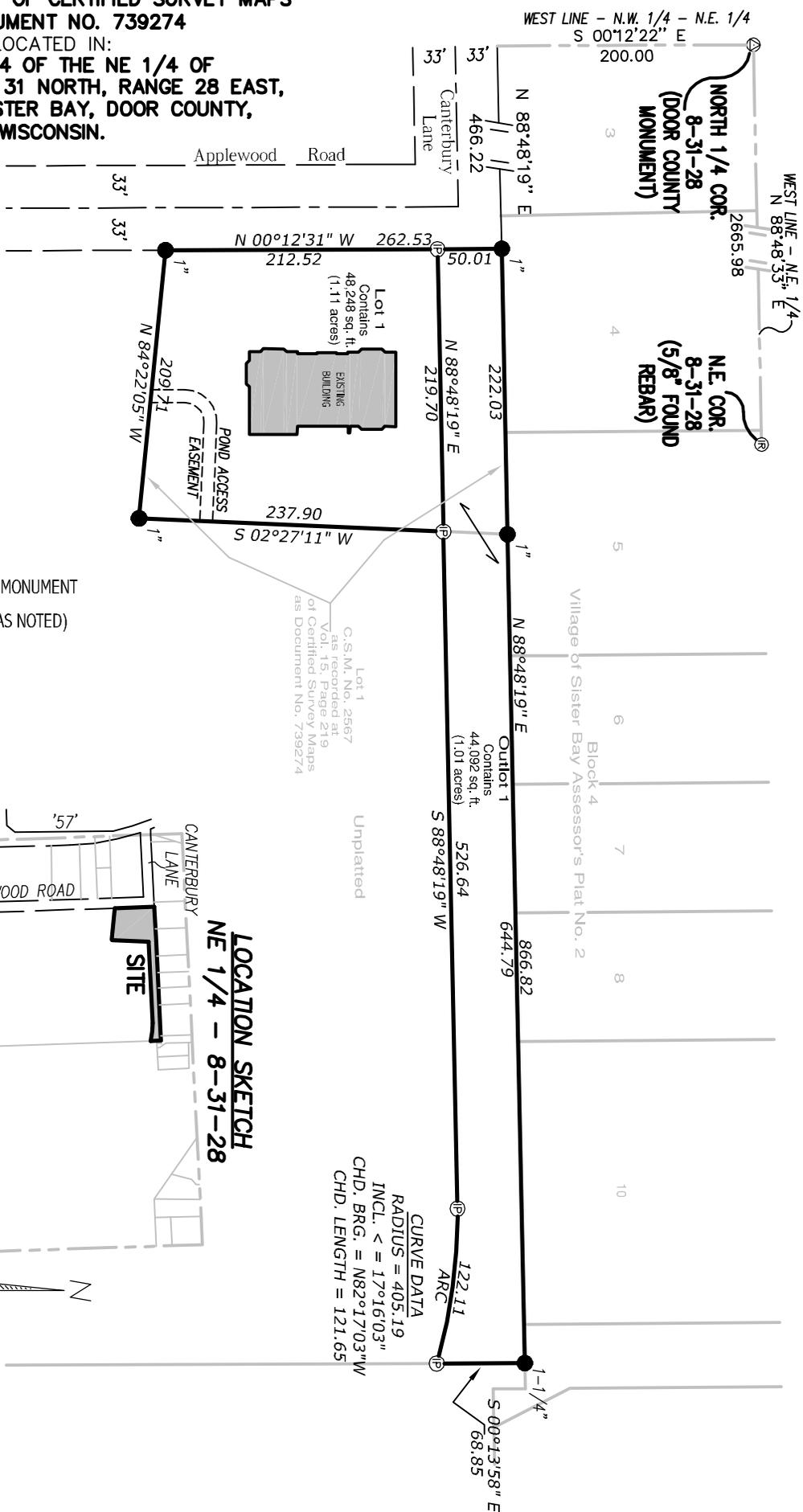
CERTIFIED SURVEY MAP

BEING A REVISION OF:
LOT 1 OF C.S.M. NO. 2567, AS RECORDED AT
VOL. 15, PAGE 219 OF CERTIFIED SURVEY MAPS
AS DOCUMENT NO. 739274

LOCATED IN:
THE NW 1/4 OF THE NE 1/4 OF
SECTION 8, TOWN 31 NORTH, RANGE 28 EAST,
VILLAGE OF SISTER BAY, DOOR COUNTY,
WISCONSIN.



- ⊙ - DOOR COUNTY ALUMINUM MONUMENT
- - FOUND IRON PIPE (SIZED AS NOTED)
- Ⓟ - 1" SET IRON PIPE
- Ⓡ - 5/8" FOUND REBAR



CERTIFIED SURVEY MAP

BEING A REVISION OF:
**LOT 1 OF C.S.M. NO. 2567, AS RECORDED AT
 VOL. 15, PAGE 219 OF CERTIFIED SURVEY MAPS
 AS DOCUMENT NO. 739274**

LOCATED IN:
**THE NW 1/4 OF THE NE 1/4 OF
 SECTION 8, TOWN 31 NORTH, RANGE 28 EAST,
 VILLAGE OF SISTER BAY, DOOR COUNTY,
 WISCONSIN.**

SURVEYOR'S CERTIFICATE:

I, Michael G. McCarty, Registered Land Surveyor for Baudhuin Incorporated, do hereby certify that we have surveyed the following described parcel:

A parcel of land being a revision of C.S.M. No. 2567, as recorded at Vol. 15, Page 219 of Certified Survey Maps as Document No. 739274, located in the NW 1/4 of the NE 1/4 of Section 8, Township 31 North, Range 28 East, Village of Sister Bay, Door County, Wisconsin, more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 8-31-28; thence S.00°12'22" E., 200.00 feet along the west line of the NW 1/4 of the NE 1/4 of said Section 8-31-28 to the northerly right of way line of Canterbury Lane; thence N. 88°48'19" E., 466.22 feet along said northerly right of way line to the intersection of said northerly right of way line and the easterly right of way line of Applewood Road, said point also being the point of beginning of lands to be described; thence N. 88°48'19" E., 866.82 feet; thence S. 00°13'58" E., 68.85 feet; thence Westerly, 122.11 feet along the arc of a 405.19 foot radius curve to the left whose chord bears N. 82°17'03" W., 121.65 feet (incl. $\leq 17^{\circ}16'03''$); thence S. 88°48'19" W., 526.64 feet; thence S. 02°27'11" W., 237.90 feet; thence N. 84°22'05" W., 209.71 feet to the aforementioned easterly right of way line of Applewood Road; thence N. 00°12'31" W., 262.53 feet along said easterly right of way line to the point of beginning.

Said parcel contains 92,340 square feet (2.12 acres) and is subject to and benefited by a Pond Access Easement as mapped and described at the aforementioned C.S.M. No. 2567.

I further certify that the attached map is a true representation of said property and correctly shows the exterior boundaries and correct measurements thereof, and also shows structures thereon, and visible encroachments, if any. Also, I have fully complied with Chapter 236.34 of the Wisconsin State Statutes.

Dated: _____

 Michael G. McCarty S-2298

CERTIFIED SURVEY MAP

LOCATED IN:
THE NW 1/4 OF THE NE 1/4 OF
SECTION 8, TOWN 31 NORTH, RANGE 28 EAST,
VILLAGE OF SISTER BAY, DOOR COUNTY,
WISCONSIN.

OWNER'S CERTIFICATE: Tom Syverson

As Executive Vice President / Chief Operating Officer for The Evangelical Lutheran Good Samaritan Society, I, ~~David J. Horazdovsky~~ do hereby certify that I have caused the land depicted on this certified survey map to be surveyed, divided and mapped as represented on this certified survey map. I also certify that this certified survey map is required by S.236.34 to be submitted to the Village of Sister Bay for approval or objection in accordance with current land division ordinances.

Dated: _____

Tom Syverson

~~David J. Horazdovsky~~, Executive Vice President / Chief Operating Officer
The Evangelical Lutheran Good Samaritan Society

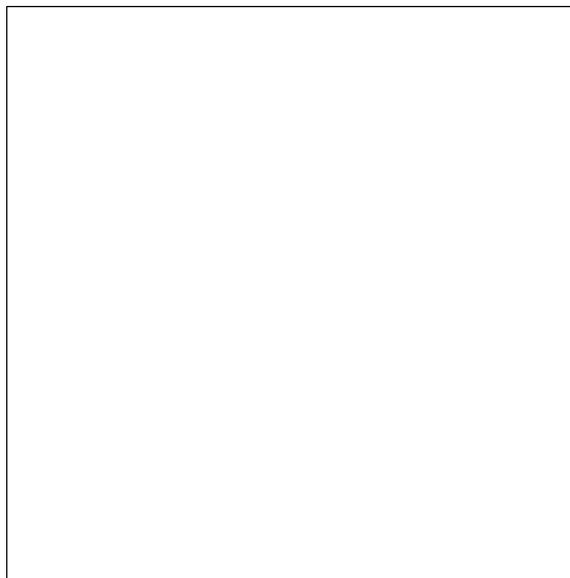
VILLAGE OF SISTER BAY CERTIFICATE:

I hereby certify that this certified survey map was submitted to and approved by
The Village of Sister Bay.

Dated: _____

Zeke Jackson
Village Administrator

Door County Register of Deeds



1
2 **AMENDMENT 1**
3 **DEVELOPMENT AGREEMENT**
4 **FOR**
5 **THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY**
6 **d.b.a. GSS – SCANDIA VILLAGE**
7 **VILLAGE OF SISTER BAY, DOOR COUNTY, WISCONSIN**

8
9 **THIS AMENDMENT TO THE AGREEMENT** made this 7th day of December, 2015
10 between The Evangelical Lutheran Good Samaritan Society, P.O. Box 5038, Sioux Falls, South
11 Dakota 57117-5038, hereinafter called "Developer," and the Village of Sister Bay in the County
12 of Door and the State of Wisconsin, hereinafter called the "Village."

13
14 **WITNESSETH:**

15
16 **WHEREAS,**

- 17
18 1. The Developer shall have no obligation to install the six (6) street lights #1 through #6 as
19 shown on Exhibit A, E0.1 of the development agreement and construction
20 documents. Future street light installations shall be done by the Village.
21 2. The Developer shall keep the parking light at the corner of the Canterbury Extension
22 and private drive, parking light #7 as shown on Exhibit A, E0.1. The Developer
23 shall install shrouding and a control switch on parking light #7 such that there will
24 not be more than 0.5 foot candles of light trespass at the property line of Developer's
25 property.
26

27
28
29 **DEVELOPMENT AGREEMENT**

30
31 **SECTION XXVI. AMENDMENTS:** The Village and the Developer, by mutual consent, may
32 amend this Developer's Agreement at any meeting of the Village Board. The Village shall not,
33 however, consent to an amendment until after first having received a recommendation from the
34 Village's Plan Commission.
35

36 **IN WITNESS WHEREOF,** the Developer and the Village have caused this amendment to the
37 agreement to be signed by their appropriate officers and their corporate seals to be hereunto
38 affixed in three original counterparts the day and year first above written.
39

40 **The Evangelical Lutheran Good Samaritan Society**

41
42 By: _____

43
44 Authorized Signatory

45 **STATE OF SOUTH DAKOTA**
46 **COUNTY OF MINNEHAHA**
47

48 Personally came before me this _____ day of _____, 2015, the above named
49 _____, Authorized Signatory of The Evangelical Lutheran Good Samaritan

1 Society, P.O. Box 5038, Sioux Falls, South Dakota 57117-5038, to me known to be the person
2 who executed the foregoing instrument and acknowledged the same.

3
4
5 _____
6 Notary Public, State of SD
7 My commission expires: _____
8

9
10
11 **Village of Sister Bay**
12 Door County, Wisconsin

13
14 _____
15 Village President

16
17 _____
18 Village Clerk

19
20 **STATE OF WISCONSIN**
21 **COUNTY OF DOOR**

22
23 Personally came before me this ____ day of _____, 2015, the above named
24 _____, Village President and _____, Village Clerk of the
25 Village of Sister Bay, to me known to be the persons who executed the foregoing instrument and
26 to me known to be such Village President and Village Clerk of said municipal corporation and
27 acknowledged that they executed the foregoing instrument as such officers as the deed of said
28 municipal corporation by its authority and pursuant to the authorization by the Village Board
29 from their meeting on the _____ day of _____, 2015.
30

31
32 _____
33 Notary Public, State of WI
34 My commission expires: _____

35 Approved As To Form:
36 _____
Village Attorney

As Revised _____



EXHIBIT A

GENERAL ELECTRICAL SITE NOTES

- A. CIRCUIT NUMBERS SHOWN ARE FOR REFERENCE ONLY. PROVIDE #8 CONDUCTORS MINIMUM.
- B. OBTAIN POWER FROM PANEL, LPTI, UNLESS NOTED OTHERWISE.
- C. REFER TO SPECIFICATION FOR CONTROL OF EXTERIOR LIGHTING.

SPECIFIC ELECTRICAL SITE NOTES

- 1. UTILITY TRANSFORMER. PROVIDE CONCRETE PAD AND CONDUIT STUB OUTS. INSTALL PER LOCAL UTILITY REQUIREMENTS.
- 2. PROVIDE SEPARATE 4" CONDUIT FROM TELEPHONE BACKBOARD AND CITY BACKBOARD TO PROPERTY LINE.
- 3. PHOTO CONTROL FOR EXTERIOR LIGHTS. MOUNT AS HIGH AS POSSIBLE ON WALL.
- 4. ~~NOT USED.~~
- 5. PROVIDE LIGHTING STANDARD, TYPE OF DISTRIBUTION AND FOOTCANDLE LEVELS TO MEET THE CITY REQUIREMENTS. COORDINATE POWER CONNECTION AND VOLTAGE WITH THE CITY.

1 SITE ELECTRICAL PLAN
1" = 30'-0"

POPE
ARCHITECTS

POPE ASSOCIATES INC.
1295 BANDANA BLVD N, SUITE 200
ST. PAUL, MN 55108-2735
(651) 642-9200 | FAX (651) 642-1101
www.popearch.com

GOOD SAMARITAN
SCANDIA VILLAGE
SISTER BAY,
WISCONSIN



STEEN
ENGINEERING INC.
5450 Douglas Drive North
Crystal, MN 55429
763-385-6727 fax
Email: steen@steeneng.com

BID
DOCUMENTS
08-19-13

SITE
ELECTRICAL
PLAN

Notes and Revisions:
A ADDENDUM #1 08/29/13

POA201204
LSL
SMV
SHEET

E0.1



Plan Commission Public Notice

The Sister Bay Plan Commission will hold a public hearing at the Sister Bay Fire Station, 2258 Mill Rd, Door County, Wisconsin on **Tuesday, January 26, 2016 at 5:30 P.M.** or shortly thereafter, for the purpose of considering proposed map amendments to the Zoning Map and a Planned Use Development (PUD). Sections of the Zoning Map and the PUD to be considered include adoption of a CSM for parcels 1814230001 and 1814240001(a) on STH 57, commonly addressed as 10604 WIS STH 57 and referred to as "Harbor View".

The purpose of this public hearing is to obtain comments and input from the public on the proposed Map amendments and PUD.

A copy of the proposed amendments and the current Zoning Code are available for inspection. The Zoning Code and Zoning Map for the Village are also on file at the Zoning Administrator's office and may be viewed at 2383 Maple Drive weekdays between 8:00 a.m. and 4:00p.m. The drafts are available on the Village web site at www.sisterbaywi.gov.

Written testimony, including email, will be accepted at the Sister Bay Administration Building, 2383 Maple Drive, Sister Bay, WI 54234, (FAX 920-854-9637) until 3:00 P.M. on the day of the meeting. Letters will be available for public inspection during normal business hours, until the close of business on the day of the hearing. Letters will be entered into the record; and a summary of all letters will be presented at the meeting, but individual letters may not be read. Anonymous correspondence will not be accepted.

All application materials for Regular Zoning Permits, Conditional Use Permits and zoning amendment petitions may be viewed at the Sister Bay Administration Building, 2383 Maple Drive, Sister Bay, WI during normal business hours, 8:00am. -4:00p.m.

By order of the Plan Commission of the Village of Sister Bay.

Zeke Jackson
Zoning Administrator
zeke.jackson@sisterbaywi.gov

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered into as of this ____ day of _____, 2016 between the Village of Sister Bay, Wisconsin (the "Village") and North Door Properties, LLC, a Wisconsin limited liability company (the "Developer").

WHEREAS, the Developer owns certain real estate being Parcel Nos. 181 4230001 and 181 4240001 in the Village as mapped in Exhibit A hereto (the "Property"); and

WHEREAS, the Developer plans to create **HARBOR VIEW ESTATES** (the "Development") on the Property, consisting of the necessary improvements for a six (6) lot residential development served by a private road with public sanitary sewer and water service provided by the Village as depicted on Exhibit B hereto (the "Developer's Improvements");

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

1. DEVELOPER OBLIGATIONS.

(a) Limitation on Use of Premises. The six (6) lot residential development will be created after the Village's approval of PUD Overlay of the existing R-2 Zoning. Upon creation of the six (6) lot residential development, the use of the Property shall not be changed to any other use without the express written agreement of the Village, nothing herein shall preclude the developer from seeking development on the property as a multi-family development with Village Approval.

(c) Construction of Public and Private Improvements "Improvements". The Developer shall, subject to receipt of all necessary governmental approvals, construct and pay all costs of the Improvements both public and private on the Property. The Improvements to be constructed upon the Property and their uses shall be in compliance with all applicable municipal ordinances of the Village. Construction of the Improvements shall be complete by no later than _____, 20___. Nothing contained in this Development Agreement shall obligate the Village to grant rezone, variances, exceptions, or conditional use permits. Developer agrees to engage fully-qualified and experienced contractors for all construction included in this Agreement. The contractors shall perform their work to the standards of the Village and shall comply with the requirements of the Village's ordinances and standards in performing their work. All public improvements are subject to the inspection and certification by the Village Engineer.

(d) Dedication of Property Utilities. All property necessary for sanitary sewer, water, storm sewer and electrical utilities as depicted on Exhibit B shall be dedicated to the Village or to the appropriate utility at no cost to the Village or the utility.

(e) Payment of Fees. The Developer shall pay to the Village all Impact Fees and other fees pursuant to applicable Village ordinance (collectively the "Fees"). A schedule of the Fees is attached hereto as Exhibit "C" and incorporated herein by reference.

(f) Village Approval. No land disturbance or work may begin without the Village's approval. Approval will not be granted until final plans and specifications for the land disturbance and work have been approved by the Village.

(g) Responsibility for Costs. Developer agrees that the Village shall not be responsible for any costs or charges related to the Development except any specifically enumerated and agreed to in writing by the Village the Developer.

(h) Maintenance of Improvements. Developer shall provide for the maintenance and repair of the private Improvements. The Village will be responsible for the maintenance of the public Improvements.

(i) Indemnification. Developer will indemnify, defend, and hold the Village harmless from and against all claims, costs, and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of, the performance of work described in this Agreement except to the extent caused by the willful or negligent acts or omissions of the Village or its officers, employees, agents, or contractors.

(j) Specifications for Improvements. Developer shall abide by all appropriate Village ordinances and conditions in effect at the time of approval and in place for the Development by the Village Board, Plan Commission, or the Village's designated engineers when fulfilling its obligations under this Agreement. Developer shall also fully comply in a timely fashion with all Village ordinances, including zoning, subdivision, and utility-related ordinances.

(k) Inspections. The Village may inspect sewer and water utilities installed pursuant to this Agreement at intermittent times as they are constructed and completed and, if acceptable to the Village, certify such as being in compliance with the standards and specifications of the Village. If inspection reveals that sewer or water utilities do not conform to Village standards or are otherwise defective, the Village will provide timely notice to Developer. Developer shall have 30 days from issuance of such notice to correct or substantially correct the defect. The Village shall not declare a default under this Agreement during the thirty (30) day correction period on account of any such defect unless it is clear that Developer does not intend to correct the defect or unless the Village reasonably and objectively determines that immediate action is required in order to remedy a situation that poses an immediate health or safety threat. Developer will pay all costs of Village inspections as charged by the Village and its engineers.

(l) Improvements include both Private and Public. The Improvements constructed by Developer, will include the Private Improvements being, but not limited to, the grading, the private road, the drainage swales and the pond within the Development and the Public Improvements which

include the sanitary sewer, sewer, water main and water services constructed within the 54' Ingress/Egress & Utility Easement within the Development. The Public Improvements include the sanitary main (main only) and the watermain and water service up to the curb stop to be installed at the edge of the 54' ingress/egress & utility easement. The Public Improvements will be considered conveyed to the Village upon completion of the work and certification by the Village Engineer that they have been constructed in accordance with plans and specifications for the work. All other improvements, shall remain private at all times. They shall be constructed and maintained at the expense of Developer. They will not be owned, maintained, replaced, or repaired in any way by the Village or any of its sanitary or utility districts.

(m) Reimbursement of Village Costs. The Developer shall reimburse the Village for all costs incurred by the Village for engineering, inspection, planning, legal and administrative expenses in:

- (i) Processing, reviewing, revising and approving conceptual, preliminary or final development plans, including meeting time, regardless of whether the Developer attended or participated in the meeting;
- (ii) Processing reviewing, revising, drafting and approving any agreements, easements, deed restrictions, and other documents associated with the proposed use; and,
- (iii) Inspection and approval of construction and installation of all improvements provided for in the Development, including but not limited to consultation reasonably required to address issues and problems encountered during the course of design and construction of the Development. Such costs shall include the costs of Village consultants, including engineers, attorneys, inspectors, planners, ecologists, agents, sub-contractors and the Village's own employees. Such costs shall also include those for attendance at meetings. The costs for outside services shall be the direct costs incurred by the Village. The costs for Village employees' time shall be based on the classification of the employee and the rates established by the Village Board, from time to time, for each such classification.

2. VILLAGE OBLIGATIONS.

(a) Approvals. The Village shall work in cooperation with the Developer to secure and to grant the following approvals:

(i) Zoning of the Project Site to accommodate development of the Project.

(ii) Approval, if necessary, for the expansion and/or extension of the storm sewer, sanitary sewer, water, and electric facilities to serve the Developer's Improvements.

(iii) State approvals will be solely the responsibility of the developer to obtain. These would include, but not be limited to: commercial structures, utilities connections, state highway connections and other items standard and customary as indicated by Village Ordinances, rules, regulations, or as deemed appropriate by Village Staff

(b) 8" Storm Sewer Lateral. The Village shall extend an 8 inch diameter storm sewer lateral to the development pursuant to the sketch attached to the Cost Estimate dated 8/25/15 for WDOT Project No. 4610-06-71 at no expense to the Developer.

3. SUPPLIMENTAL REQUIREMENTS

(a) This project is located in a TIF district. As such, time is of the essence to complete construction and development. Developer shall be subject to a minimum value additional assessment per lot of \$600.00 (six hundred) per year, beginning in the year 2016 and enduring until the year 2027. This payment shall be due in full annually by December 15 of each year.

This minimum value additional assessment shall be in addition to the regular and customary tax assessment levied on the property by the Village and other taxing jurisdictions in the County of Door.

The Village, at it's sole discretion, may elect to waive this additional assessment of minimum value if the developer is making progress to develop and actively construct improvements on at least one lot per year. When all 6 lots have been improved with single and/or multi family structures, this minimum value assessment shall be deemed void after the year in which all 6 lots have been improved, and only regular assessments shall be paid by developer, his heirs, assigns or transferees.

(b) The Village agrees to waive this assessment if developer agrees to maintain the property by mowing grass along STH 57, ensuring that grass on the property is kept cut at a height so that it does not go to seed, maintains landscaping at the entrance of the property and replaces flowers and mulch regularly as to give the appearance of a kempt and cared for property. The developer must also install neighborhood signage within 1 year of this agreement, and install only 1 temporary sales sign no more than 24 square feet at the entrance of the property. Each of these conditions must be maintained with no notice from the Village's Code enforcement officer for the waiver of the minimum value special assessment to be maintained. Failure to maintain the property as specified herein, and within the Village's code of ordinances will result in an invoice being generated annually for costs of abatement being billed to the developer, along with the minimum value additional assessment.

4. SUPPLEMENTAL GENERAL CONDITIONS.

(a) No Vested Rights Granted. Except as provided by law, or as expressly provided by this Agreement, no other vested rights in connection with the Development shall inure to the Developer. In addition, the Village does not warrant by this Agreement that the Developer is entitled to approvals of any other nature other than as specified in this Agreement.

(b) No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the Village and the Developer, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. No Village approval pursuant to this Agreement eliminates the need for other local, state or federal authorizations relevant to the Development.

(c) Amendment. This Agreement may be amended or modified only by a written amendment approved and executed by the Village and the Developer.

(d) Default. In the event that either the Village or the Developer defaults under any material terms or conditions of this Agreement, the defaulting party shall be responsible for all costs and expenses incurred by reason of such default including, but not limited to, any legal expenses incurred by the non-defaulting party. The rights and remedies of the non-defaulting party shall not be limited to those, if any, specified in this Agreement, but the non-defaulting party shall have all rights and remedies to which it may be entitled, either at law or in equity.

(e) Entire Agreement. This Agreement, and any written amendments and referenced attachments, hereto, shall constitute the entire agreement between the Village and the Developer.

(f) Force Majeure. For the purpose of computing the commencement and completion periods, and time periods for either party to act, such times in which war, civil disaster, act of God, or extreme weather conditions occur or exist shall not be included if such time prevents the Developer or the Village from performing its obligations under the Agreement.

(g) Notice. Any notice required or permitted by this Agreement shall be deemed effective when personally delivered a notice or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified mail and return receipt requested, addressed as follows:

If to Developer:

Allen Gokey, Managing Member
North Door Properties, LLC
5776 Ledgecrest Road
De Pere, WI 541152

If to Village:

Village of Sister Bay
c/o Village Clerk
2383 Maple Drive
P.O. Box 769
Sister Bay, WI 54234

(h) Binding Effect. This Agreement is binding upon the parties hereto, as well as their respective heirs, successors and assigns.

(i) Effective Date. This Agreement shall be effective as of the date and year first above written.

(j) No Assignment. The benefits of this Agreement to the Developer are personal and shall not be assigned without the express, prior written approval of the Village Board. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the above, the burdens of this Agreement are personal obligations of the Developer and shall also be binding on the heirs, successors and assigns of the Developer.

(k) Occupancy Permit. The Developer and the Village agree that the Village will issue occupancy permits for dwelling units within the Development upon satisfaction of local and state building code requirements and completion of each building within the Development.

(l) Signage. Developer agrees that any signage for the Development shall be restricted to onsite signs with the location, size and style of sign to comply with Village of Sister Bay sign code requirements.

(m) Developer Representations and Warranties. Developer represents and warrants to the Village (i) that it is a limited liability company duly organized and existing under the laws of the State of Wisconsin and that all proceedings of the Developer necessary to authorize the negotiation and execution of this Agreement, and the consummation of the transaction contemplated by this Agreement, have been taken in accordance with applicable law, and (ii) that all documents required to be executed and delivered by the Developer have been duly and validly authorized, executed and delivered and will be enforceable against the Developer in accordance with their terms, except as limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights.

(n) Nondiscrimination. The Developer agrees not to discriminate on the basis of race, color, religion, sex, ancestry, age, handicap, marital status or national origin in the construction, use or operation of the Development and that the continued use and operation of the Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination or any of the foregoing grounds.

(o) Severability. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegal or unenforceable part, term or provision shall not affect the validity of any other part, term or provision and the rights of the parties will be construed as if the part, term or provision was never included in this Agreement.

(p) Recording. The parties agree that this Agreement shall be recorded with the Door County Register of Deeds. The Developer shall reimburse the Village for the cost of recording this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ATTEST:

VILLAGE OF SISTER BAY

Christy Sully, Village Clerk

By: _____
David W. Lienau, Village President

NORTH DOOR PROPERTIES, LLC

By: _____
Allen Gokey, Managing Member

STATE OF WISCONSIN)
)ss
DOOR COUNTY)

Personally came before me this ____ day of _____, 2015 the above named David W. Lienau, Village President, and Christy Sully, Village Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My Commission: _____

STATE OF WISCONSIN)
)ss
WAUKESHA COUNTY)

Personally came before me this ____ day of _____, 2015, the above named Allen Gokey, Managing Member of North Door Properties, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My Commission expires _____

EXHIBIT A
TO
DEVELOPMENT AGREEMENT

Description of Property

(See attached)

EXHIBIT B
DEVELOPER'S IMPROVEMENTS

(See attached)

EXHIBIT C

FEES

1.	Application Fee	\$ 400.00
2.	Driveway Permit	\$ 25.00
3.	Development Agreement Deposit	\$2,000.00
4.	Engineering Deposit	\$2,000.00
5.	Impact fees	TBA
6.	Individual Structural Approvals, (Zoning and Building)	TBA

CERTIFIED SURVEY MAP

PART OF GOV. LOT 4, LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 5, AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 8, BOTH LOCATED IN TOWN 31 NORTH, RANGE 28 EAST, VILLAGE OF SISTER BAY, DOOR CO., WI

SURVEYOR'S CERTIFICATE:

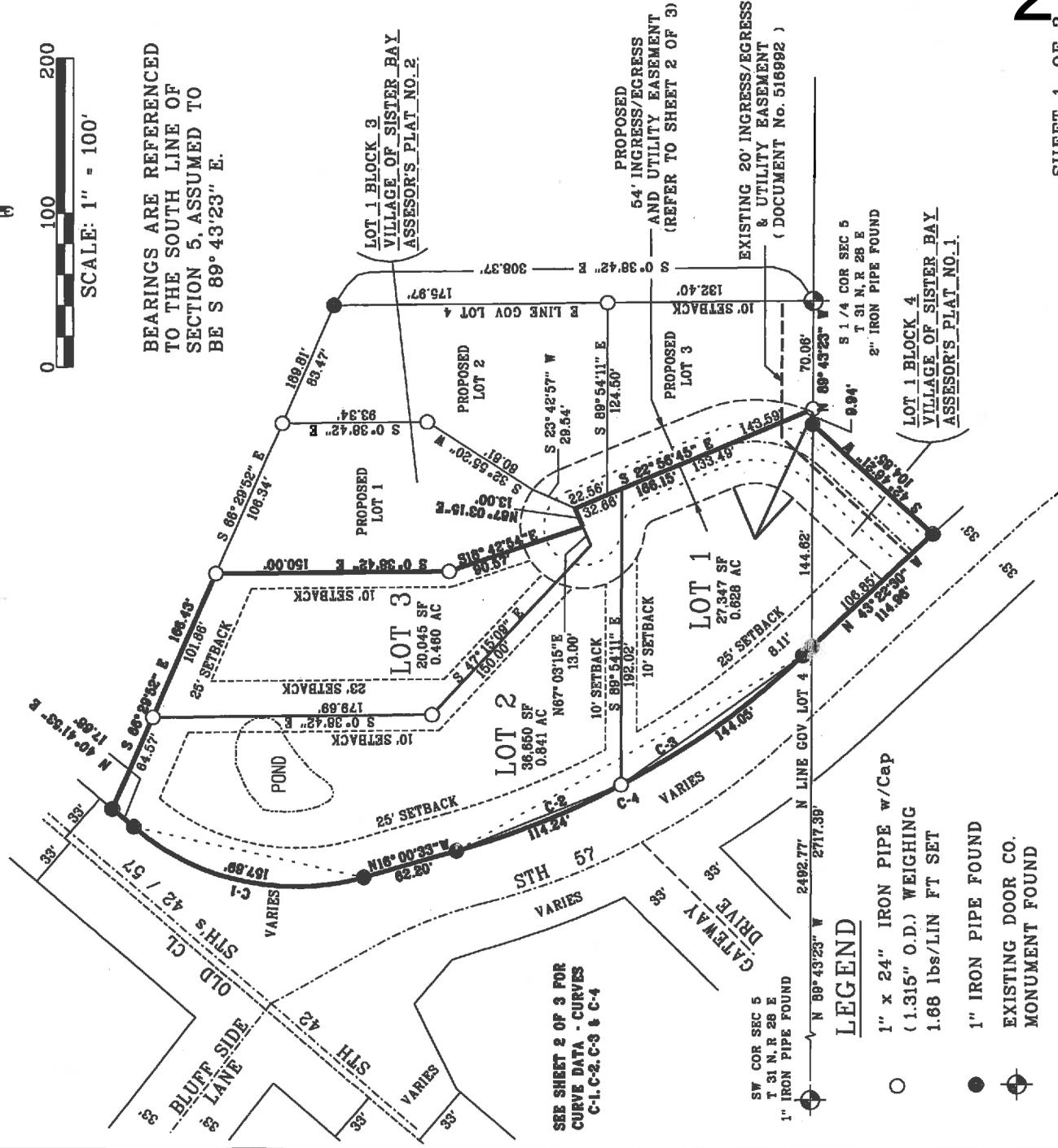
I, DENNIS J. CHRISTIE, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, MAPPED, AND DIVIDED A PARCEL OF PROPERTY LOCATED IN PART OF GOVERNMENT LOT 4, LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 5, AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 8, TOWN 31 NORTH, RANGE 28 EAST, VILLAGE OF SISTER BAY, DOOR COUNTY, WISCONSIN, MORE FULLY DESCRIBED ON SHEET 2.

THAT SUCH A CERTIFIED SURVEY MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY OF THE LANDS SURVEYED AND THE DIVISION THEREOF. THAT I HAVE MADE SUCH A SURVEY, LAND DIVISION, AND CERTIFIED SURVEY MAP BY DIRECTION OF THE OWNER LISTED HEREON, THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236, SECTION 236.34 OF WISCONSIN STATUTES, THE VILLAGE OF SISTER BAY, AND DOOR COUNTY IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DENNIS J. CHRISTIE S-1452 DATE:



BEARINGS ARE REFERENCED TO THE SOUTH LINE OF SECTION 5, ASSUMED TO BE S 89° 43' 23" E.



LEGEND

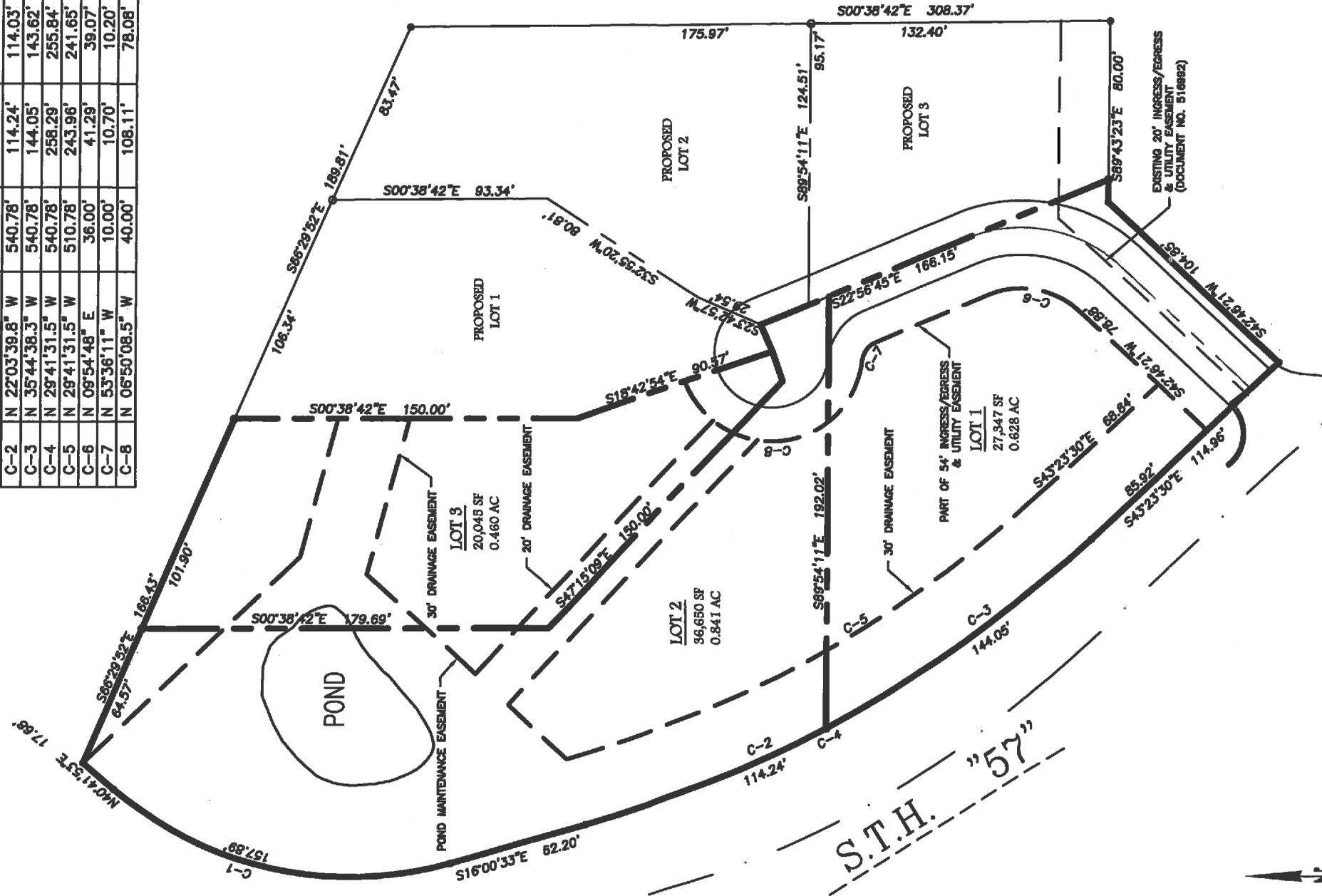
- 1" x 24" IRON PIPE w/Cap
(1.315" O.D.) WEIGHING
1.68 lbs/LIN FT SET
- 1" IRON PIPE FOUND
- ⊕ EXISTING DOOR CO.
MONUMENT FOUND

SEE SHEET 2 OF 3 FOR
CURVE DATA - CURVES
C-1, C-2, C-3 & C-4

SW COR SEC 5
T. 31 N. R. 28 E
1" IRON PIPE FOUND

CURVE TABLE

NUMBER	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
C-1	N 12°20'40" E	159.53'	157.89'	151.53'
C-2	N 22°03'39.8" W	540.78'	114.24'	114.03'
C-3	N 35°44'38.3" W	540.78'	144.05'	143.62'
C-4	N 29°41'31.5" W	540.78'	258.29'	255.84'
C-5	N 29°41'31.5" W	510.78'	243.96'	241.65'
C-6	N 09°54'48" E	36.00'	41.29'	39.07'
C-7	N 53°36'11" W	10.00'	10.70'	10.20'
C-8	N 06°50'08.5" W	40.00'	108.11'	78.08'



SURVEYOR'S CERTIFICATE CONTINUED:

Part of Gov. Lot 4, located in the SE ¼ of the SW ¼ of Section 5, and part of the NE ¼ of the NW ¼ of Section 8, both located in Town 31 North, Range 28 East, Village of Sister Bay, Door County, Wisconsin, more fully described as follows:

Commencing at the South ¼ Corner of Section 5, T31N, R28E, a 2" iron pipe found; thence N 89° 43' 23" W, 70.06 feet to the Point of Beginning ("POB"); thence continuing N 89° 43' 23" W, 9.94 feet; thence S 42° 46' 21" W, 104.85 feet to the East right of way ("r/o/w") line of S.T.H. "57"; thence N 43° 22' 30" W along said East r/o/w line, 114.96 feet; thence 258.29 feet along a curve to the right having a radius of 540.78 feet and being subtended by a 255.84 foot chord bearing N 29° 41' 31.5" W, thence N 16° 00' 33" W, 62.20 feet; thence 157.89 feet along a curve to the right having a radius of 159.53 feet and being subtended by a 151.53 foot chord bearing N 12° 20' 40" E to the East r/o/w of S.T.H "42"; thence N 40° 41' 53" E, 17.68 feet; thence S 66° 29' 52" E, 166.43 feet; thence S 00° 38' 42" E, 150.00 feet; thence S 18° 42' 54" E, 90.57 feet; thence N 67° 03' 15" E, 13.00 feet; thence S 22° 56' 45" E, 166.15 feet to the POB.

- Said Parcel contains 84,042 square feet (1,929 acres), more or less, and is part of Parcel ID No. 181-42-30001 and 181-42-40001 in the Village of Sister Bay, Door County, Wisconsin.

That I have made such plat is a correct representation of all the exterior boundaries of the land surveyed and is a correct representation of the parcels of record contained within said boundary. That I have made such as survey and plat by the direction of the Owners of said lands listed hereon. That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the rules and regulations of the Village of Sister Bay and Door County in surveying and mapping the same.

Date: _____ Dennis J. Christie RLS # 1452

CORPORATE OWNERS'S CERTIFICATE:

As Owner of Parcel ID No. 181-42-30001 and 181-42-40001, I, Mr. Allen Gokey, am authorized to sign on behalf of North Door Properties, LLC, a Wisconsin Limited Liability Corporation, and that I hereby certify that I caused the land described on this Certified Survey Map to be surveyed and mapped as represented hereon.

Mr. Allen Gokey, Managing Member _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2015, the above named _____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Print or Type Name: _____
Notary Public, State of Wisconsin
My Commission Expires _____

CERTIFICATE OF THE VILLAGE OF SISTER BAY:

Resolved that this plat which has been duly filed for approval of the Village Board of Sister Bay, Door County, Wisconsin, be and is hereby approved. I hereby certify that this is a true and correct copy of a resolution adopted by the Village board of Sister Bay on the _____ day of _____, 2015.

David W. Lienau
VILLAGE PRESIDENT

Christy Sully
VILLAGE CLERK

SURVEYOR:

MR. DENNIS J. CHRISTIE S-1452
JMM CONSULTING, LLC
840 CHALLENGER DRIVE - SUITE 140
GREEN BAY, WI 54311
(920) 592-9606

OWNER:

MR. ALLEN GOKEY
NORTH DOOR PROPERTIES, LLC
5776 LEDGECREST ROAD
DE PERE, WI 54115

THIS INSTRUMENT DRAFTED BY DENNIS J. CHRISTIE, P.E. / R.L.S., JMM CONSULTING, LLC.

CERTIFIED SURVEY MAP

PART OF GOV. LOT 4, LOCATED IN THE SE 1 / 4 OF THE SW 1 / 4 OF SECTION 5, TOWN 31 NORTH, RANGE 28 EAST, VILLAGE OF SISTER BAY, DOOR CO., WI

SURVEYOR'S CERTIFICATE:

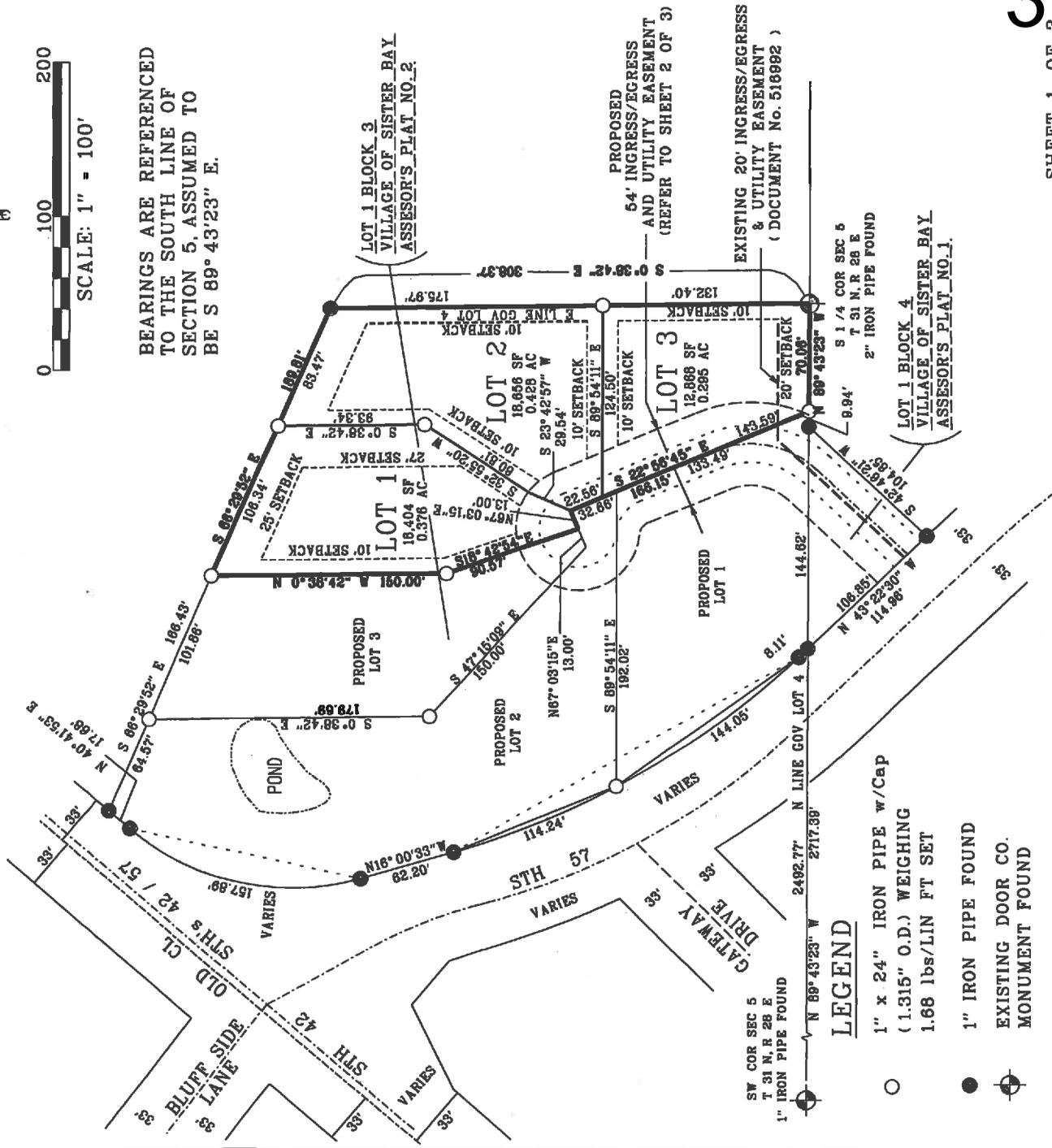
I, DENNIS J. CHRISTIE, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, MAPPED, AND DIVIDED A PARCEL OF PROPERTY LOCATED IN PART OF GOVERNMENT LOT 4, LOCATED IN THE SE 1 / 4 OF THE SW 1 / 4 OF SECTION 5, TOWN 31 NORTH, RANGE 28 EAST, VILLAGE OF SISTER BAY, DOOR COUNTY, WISCONSIN, MORE FULLY DESCRIBED ON SHEET 2.

THAT SUCH A CERTIFIED SURVEY MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY OF THE LANDS SURVEYED AND THE DIVISION THEREOF. THAT I HAVE MADE SUCH A SURVEY, LAND DIVISION, AND CERTIFIED SURVEY MAP BY DIRECTION OF THE OWNER LISTED HEREON, THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236, SECTION 236.34 OF WISCONSIN STATUTES, THE VILLAGE OF SISTER BAY, AND DOOR COUNTY IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DENNIS J. CHRISTIE S-1452 DATE: _____



BEARINGS ARE REFERENCED TO THE SOUTH LINE OF SECTION 5, ASSUMED TO BE S 89° 43' 23" E.



LEGEND

- 1" x 24" IRON PIPE w/Cap (1.315" O.D.) WEIGHING 1.68 lbs/LIN FT SET
- 1" IRON PIPE FOUND
- ⊕ EXISTING DOOR CO. MONUMENT FOUND

SURVEYOR'S CERTIFICATE CONTINUED:

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Commencing at the South ¼ Corner of Section 5, T31N, R28E, a 2" iron pipe found and being the Point of Beginning ("POB"); thence N 89° 43' 23" W; 70.06 feet; thence N 22° 56' 45" W, 166.15 feet; thence S 67° 03' 15" W, 13.00 feet; thence N 18° 42' 54" W, 90.57 feet; thence N 00° 38' 42" W, 150.00 feet; thence S 66° 29' 52" E, 189.81 feet; thence S 00° 38' 42" E, 308.37 feet to the POB.

- Said Parcel contains 47,928 square feet (1.099 acres), more or less, and is part of Parcel ID No. 181-42-30001 in the Village of Sister Bay, Door County, Wisconsin.

That I have made such plat is a correct representation of all the exterior boundaries of the land surveyed and is a correct representation of the parcels of record contained within said boundary. That I have made such as survey and plat by the direction of the Owners of said lands listed hereon. That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the rules and regulations of the Village of Sister Bay and Door County in surveying and mapping the same.

Date: _____ Dennis J. Christie RLS # 1452

CORPORATE OWNERS' CERTIFICATE:

As Owner of Parcel ID No. 181-42-30001 and 181-42-40001, I, Mr. Allen Gokey, am authorized to sign on behalf of North Door Properties, LLC, a Wisconsin Limited Liability Corporation, and that I hereby certify that I caused the land described on this Certified Survey Map to be surveyed and mapped as represented hereon.

Mr. Allen Gokey, Managing Member _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2015, the above named foregoing instrument and acknowledged the same.

Print or Type Name: _____
Notary Public, State of Wisconsin
My Commission Expires _____

CERTIFICATE OF THE VILLAGE OF SISTER BAY:

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David W. Lienau
VILLAGE PRESIDENT

Christy Sully
VILLAGE CLERK

SURVEYOR:

MR. DENNIS J. CHRISTIE S-1452
JMM CONSULTING, LLC
840 CHALLENGER DRIVE - SUITE 140
GREEN BAY, WI 54311
(920) 592-9606

OWNER:

MR. ALLEN GOKEY
NORTH DOOR PROPERTIES, LLC
5776 LEDGECREST ROAD
DE PERE, WI 54115

THIS INSTRUMENT DRAFTED BY DENNIS J. CHRISTIE, P.E. / R.L.S., JMM CONSULTING, LLC.

RELEASE	DATE:	BY:
Project Review		
1		
2		
3		
4		
5		

NO.	DATE:	BY:
DESCRIPTION		

REVISIONS

MR. AL GOKFY
 316 HEIDELBERG COURT
 GREEN BAY, WI 54302

JMM CONSULTING, LLC
 CONSULTING ENGINEERS
 840 CHALLENGER DRIVE - SUITE 140
 Green Bay, WI 54311-8351
 Phone: 920/592-9606 Fax: 920/592-9613

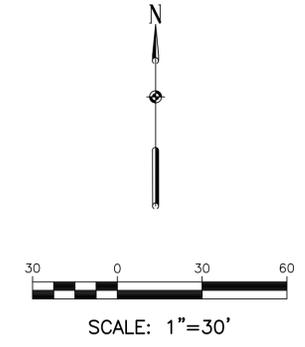
**PROPOSED 7-LOT
 RESIDENTIAL DEVELOPMENT
 VILLAGE OF SISTER BAY, WI**

DRAWN BY: MJE
 DATE: 5/5/2015
 SCALE: 1" = 30'

DRAWING NO.
1

EXISTING CONDITIONS PLAN

- LEGEND**
- PROPERTY CORNER (THEORETICAL)
 - REBAR FOUND
 - ⊕ MONUMENT FOUND
 - SITE PROPERTY LINE
 - - - PROPERTY OR RIGHT-OF-WAY LINE
 - - - FUTURE RIGHT-OF-WAY LINE
 - - - BUILDING SETBACK
 - - - DITCH
 - - - EXISTING FENCE
 - - - EXISTING RAILROAD
 - - - GRAVEL
 - - - CURB & GUTTER/ROADWAY PARKING LOT
 - - - TREE LINE
 - - - EXISTING CONTOURS
 - - - EXISTING OVERHEAD ELECTRIC
 - - - EXISTING SANITARY SEWER
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 - - - POWER POLE
 - - - EXISTING LIGHT POLE
 - - - GAS VALVE
 - - - PAD MOUNTED TRANSFORMER
 - - - EXISTING CULVERT



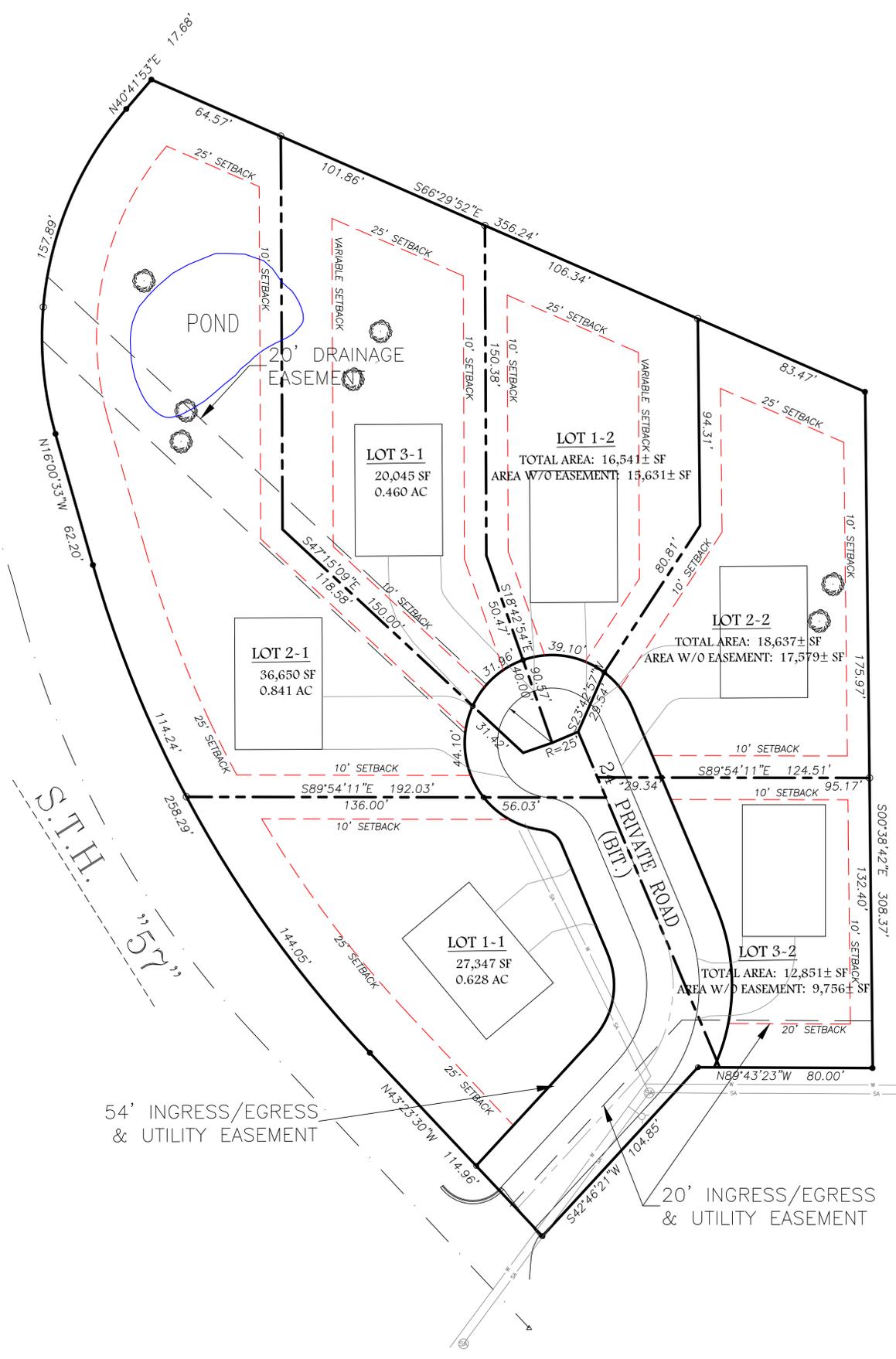
FINAL - 5/5/2015

NOTES:

- 1. DISTANCES ALONG EDGE OF 54' EASEMENT ARE BASED ON ARC DISTANCES.
- 2. SETBACKS SHOWN ON LOT 3-1 AND 1-2 RESTRICT THE LOCATION FOR THE BUILDING SO TO PREVENT THEM FROM OBSTRUCTING VIEWS FROM OTHER LOTS.
- 3. HOUSES & DRIVEWAYS ARE SHOWN FOR INFORMATIONAL PURPOSES AND FOR PREPARING THE STORMWATER RUNOFF CALCULATIONS, ONLY. ACTUAL SIZINGS AND LOCATIONS TO BE DETERMINED BY THE PROPERTY OWNERS WHEN THE BUILDING PERMITS ARE ISSUED.

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- ⊕ EXISTING LIGHT POLE
- ⊕ GAS VALVE
- ⊕ PAD MOUNTED TRANSFORMER
- EXISTING CULVERT



SCALE: 1"=30'

FINAL - 9/21/2015

RELEASE	DATE	BY
Project Review		

NO.	DATE	BY	DESCRIPTION

REVISIONS

MR. AL GOKFY
316 HEIDELBERG COURT
GREEN BAY, WI 54302

JMM CONSULTING, LLC
CONSULTING ENGINEERS

840 CHALLENGER DRIVE - SUITE 140
Green Bay, WI 54311-8951
Phone: 920/592-9606 Fax: 920/592-9613

SITE PLAN

**PROPOSED 7-LOT
RESIDENTIAL DEVELOPMENT
VILLAGE OF SISTER BAY, WI**

DRAWN BY: MJE
DATE: 9/21/2015
SCALE: 1" = 30'

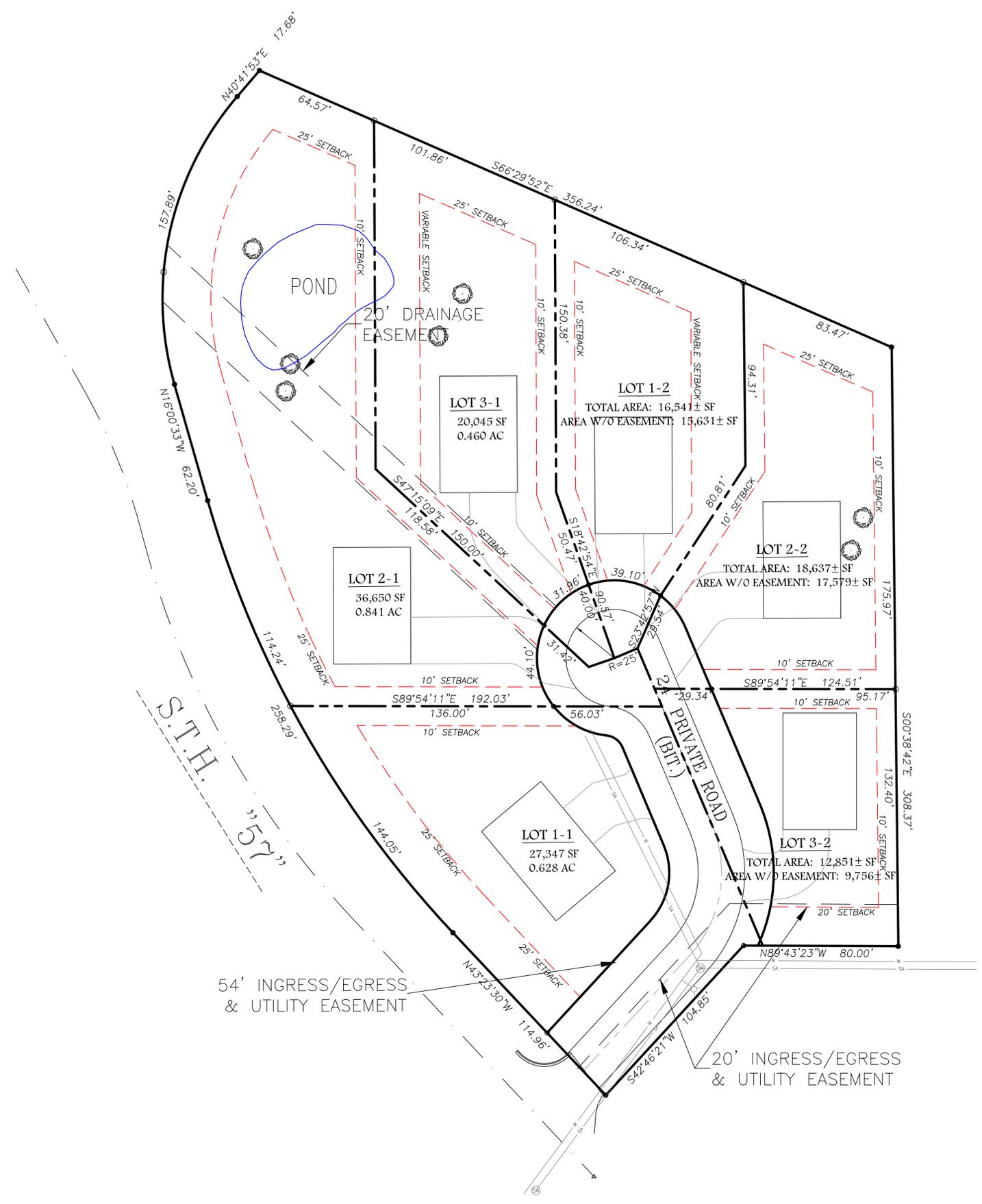
DRAWING NO.
2

NOTES:

- 1. DISTANCES ALONG EDGE OF 54' EASEMENT ARE BASED ON ARC DISTANCES.
- 2. SETBACKS SHOWN ON LOT 3-1 AND 1-2 RESTRICT THE LOCATION FOR THE BUILDING SO TO PREVENT THEM FROM OBSTRUCTING VIEWS FROM OTHER LOTS.
- 3. HOUSES & DRIVEWAYS ARE SHOWN FOR INFORMATIONAL PURPOSES AND FOR PREPARING THE STORMWATER RUNOFF CALCULATIONS, ONLY. ACTUAL SIZINGS AND LOCATIONS TO BE DETERMINED BY THE PROPERTY OWNERS WHEN THE BUILDING PERMITS ARE ISSUED.

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- ⊕ EXISTING LIGHT POLE
- ⊕ GAS VALVE
- ⊕ PAD MOUNTED TRANSFORMER
- EXISTING CULVERT



SCALE: 1"=30'

FINAL - 9/21/2015

RELEASE	DATE:	BY:
Project Review		

NO.	DATE:	BY:

REVISIONS	

MR. AL GOKFY
 316 HEIDELBERG COURT
 GREEN BAY, WI 54302

JMM CONSULTING, LLC
 CONSULTING ENGINEERS

840 CHALLENGER DRIVE - SUITE 140
 Green Bay, WI 54311-8951
 Phone: 920/592-9606 Fax: 920/592-9613

PROPOSED 7-LOT
RESIDENTIAL DEVELOPMENT
VILLAGE OF SISTER BAY, WI

DRAWN BY: MJE
 DATE: 9/21/2015
 SCALE: 1" = 30'

DRAWING NO.
 2

NOTE: CONTRACTOR TO CORE MH, INSTALL KOR-N-SEAL BOOT & REMOVE BENCH TO MATCH EXISTING FLOWLINE.

RELEASE	DATE:	BY:
Project Review		

NO.	DATE:	BY:
DESCRIPTION		

REVISIONS		
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MR. AL GOKFY
 316 HEIDELBERG COURT
 GREEN BAY, WI 54302

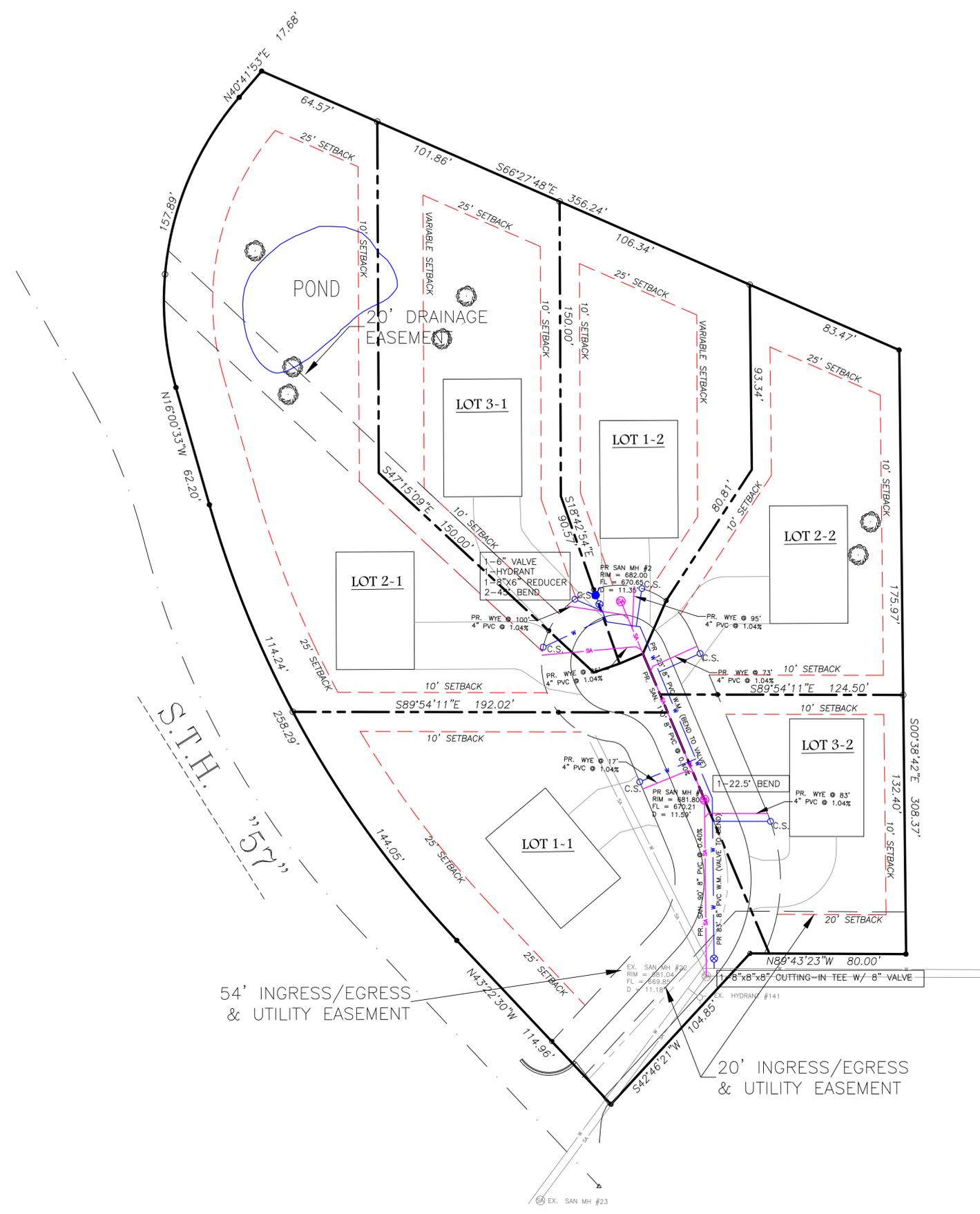
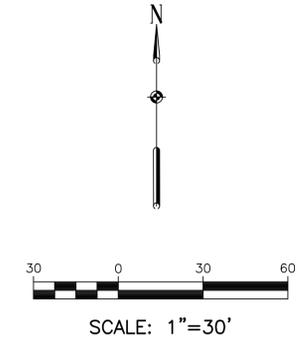
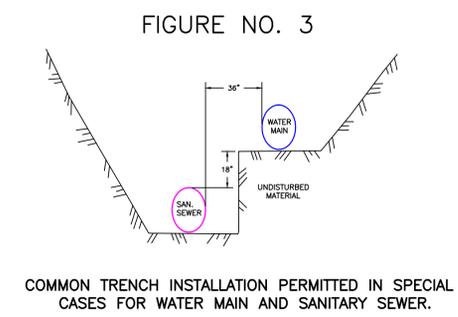
JMM CONSULTING, LLC
 CONSULTING ENGINEERS
 840 CHALLENGER DRIVE - SUITE 140
 Green Bay, WI 54311-8951
 Phone: 920/592-9606 Fax: 920/592-9613

PROPOSED 7-Lot
RESIDENTIAL DEVELOPMENT
VILLAGE OF SISTER BAY, WI

DRAWN BY: MJE
 DATE: 12/8/2015
 SCALE: 1" = 30'

DRAWING NO.
3

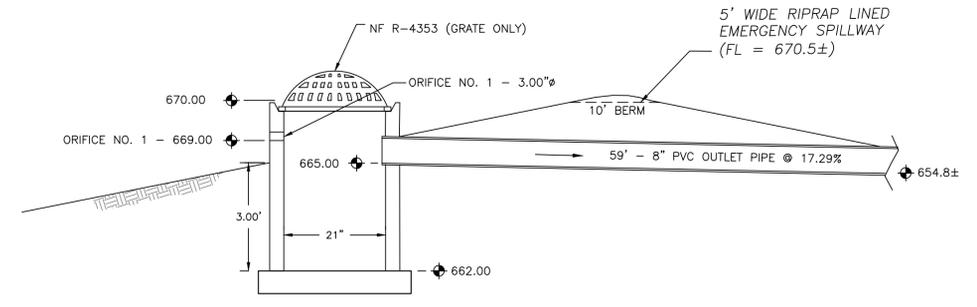
- LEGEND**
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 - PROPERTY CORNER (SET)
 - REBAR (SET)
 - ⊕ MONUMENT FOUND
 - SITE PROPERTY LINE
 - - - PROPERTY OR RIGHT-OF-WAY LINE
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 - ▤ EXISTING RAILROAD
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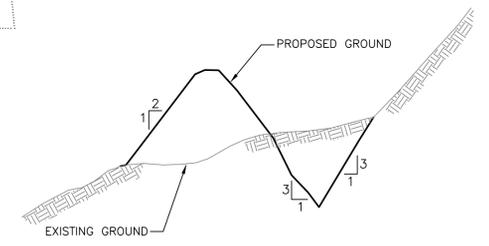
- NOTES:
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 - SETBACKS SHOWN ON LOT 3-1 AND 1-2 RESTRICT THE LOCATION FOR THE BUILDING SO TO PREVENT THEM FROM OBSTRUCTING VIEWS FROM OTHER LOTS.
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- gv EXISTING GAS VALVE
- pt EXISTING PAD MOUNTED TRANSFORMER
- cu EXISTING CULVERT



WET DETENTION BASIN OUTLET DETAIL
NOT TO SCALE



RELEASE	DATE:	BY:
Project Review		
△		
△		
△		
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△		

NO.	DATE:	BY:
DESCRIPTION		

REVISIONS		
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MR. AL GOKFY
 316 HEIDELBERG COURT
 GREEN BAY, WI 54302

JMM CONSULTING, LLC
 CONSULTING ENGINEERS
 840 CHALLENGER DRIVE - SUITE 140
 Green Bay, WI 54311-8951
 Phone: 920/592-9606 Fax: 920/592-9613

**PROPOSED 7-LOT
 RESIDENTIAL DEVELOPMENT
 VILLAGE OF SISTER BAY, WI**

DRAWN BY: MJE

DATE: 10/29/2015

SCALE: 1" = 30'

DRAWING NO.

5

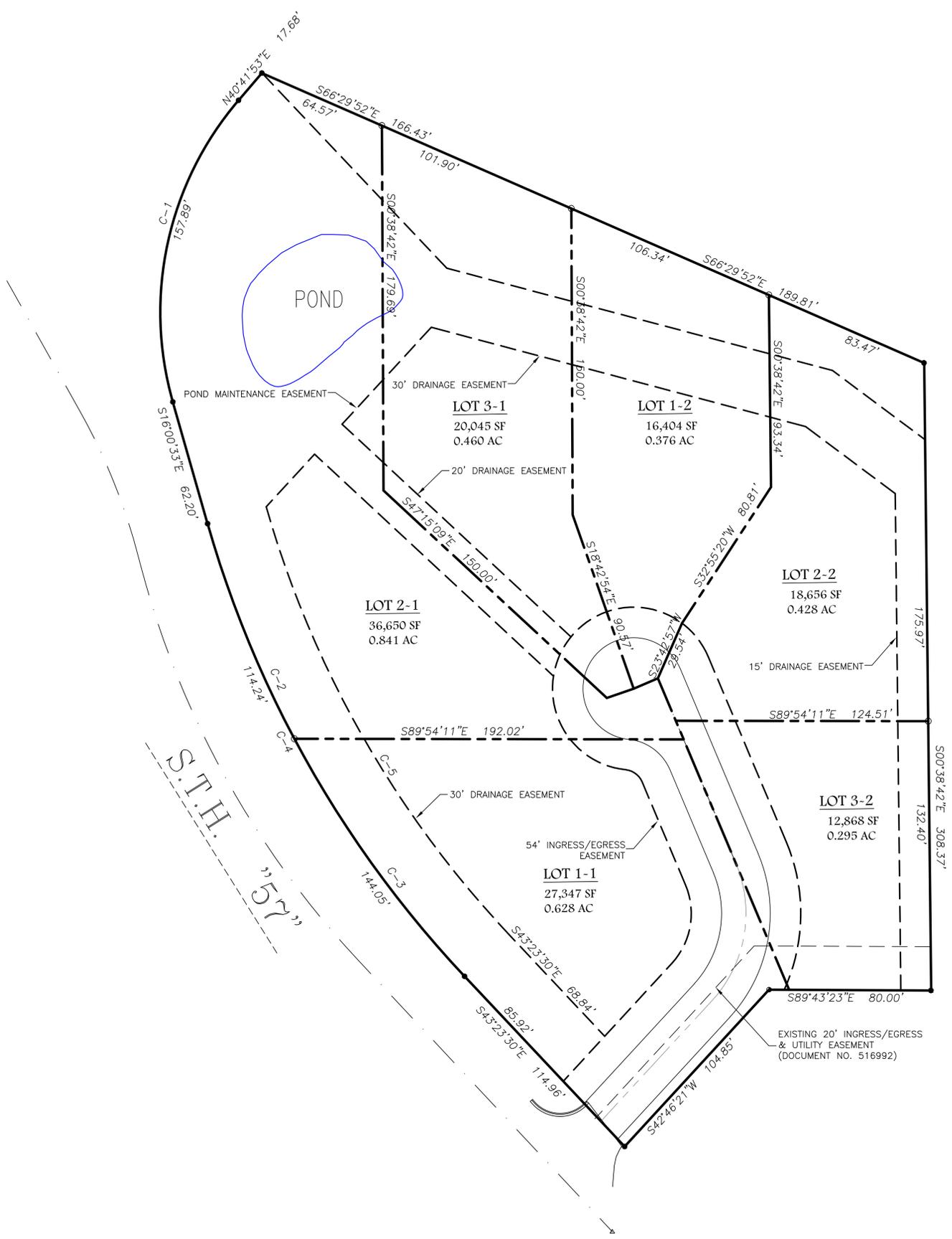
LEGEND

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SCALE: 1"=30'

FINAL - 10/29/2015



Good Samaritan Society
SCANDIA VILLAGE
In Christ's Love, Everyone Is Someone.

Senior Living Community

Bargains Unlimited
RESALE SHOP

MINISTRY

Rehab Services

3'x 8'

Good Samaritan Society
SCANDIA VILLAGE
In Christ's Love, Everyone Is Someone.

Senior Living Community

Woodview Assisted Living

Care Center
Villas
Meadows Apartments
Birchwood Special Care Unit

MINISTRY

Rehab Services

3'x 8'

Good Samaritan Society
SCANDIA VILLAGE
In Christ's Love, Everyone Is Someone.

Senior Living Community

Bargains Unlimited
RESALE SHOP

MINISTRY

Rehab Services

3'x 5'

Good Samaritan Society
SCANDIA VILLAGE
In Christ's Love, Everyone Is Someone.

Senior Living Community

MINISTRY

Rehab Services

36" x 57"

- 3'x 8', 1 side sandblasted HD signfoam with woodgrain look \$1,440.00
- 3'x 10', 1 side sandblasted HD signfoam with woodgrain look \$2,160.00
- 3'x 5' 1 side sandblasted HD signfoam with woodgrain look \$1,080.00
- 36" x 57" 1 side oval sandblasted HD signfoam with woodgrain look \$1,026.00

Pressure treated posts painted & installed;
4x4x8' \$130.00 set 6x6x8' \$160.00 set



920-854-5378





Plan Commission Public Notice

The Sister Bay Plan Commission will hold a public hearing at the Sister Bay Fire Station, 2258 Mill Rd, Door County, Wisconsin on **Tuesday, January 26, 2016 at 5:30 P.M.** or shortly thereafter, for the purpose of considering proposed map amendments to the Zoning Map. Sections of the Zoning Map to be considered include adoption of a CSM for parcels 181210305 and 181210303a on Bay Shore Dr, commonly addressed as 10641 and 10647 Bay Shore Dr. and referred to as Husby's.

The purpose of this public hearing is to obtain comments and input from the public on the proposed Map amendments.

A copy of the proposed amendments and the current Zoning Code are available for inspection. The Zoning Code and Zoning Map for the Village are also on file at the Zoning Administrator's office and may be viewed at 2383 Maple Drive weekdays between 8:00 a.m. and 4:00p.m. The drafts are available on the Village web site at www.sisterbaywi.gov.

Written testimony, including email, will be accepted at the Sister Bay Administration Building, 2383 Maple Drive, Sister Bay, WI 54234, (FAX 920-854-9637) until 3:00 P.M. on the day of the meeting. Letters will be available for public inspection during normal business hours, until the close of business on the day of the hearing. Letters will be entered into the record; and a summary of all letters will be presented at the meeting, but individual letters may not be read. Anonymous correspondence will not be accepted.

All application materials for Regular Zoning Permits, Conditional Use Permits and zoning amendment petitions may be viewed at the Sister Bay Administration Building, 2383 Maple Drive, Sister Bay, WI during normal business hours, 8:00am. -4:00p.m.

By order of the Plan Commission of the Village of Sister Bay.

Zeke Jackson
Zoning Administrator
zeke.jackson@sisterbaywi.gov

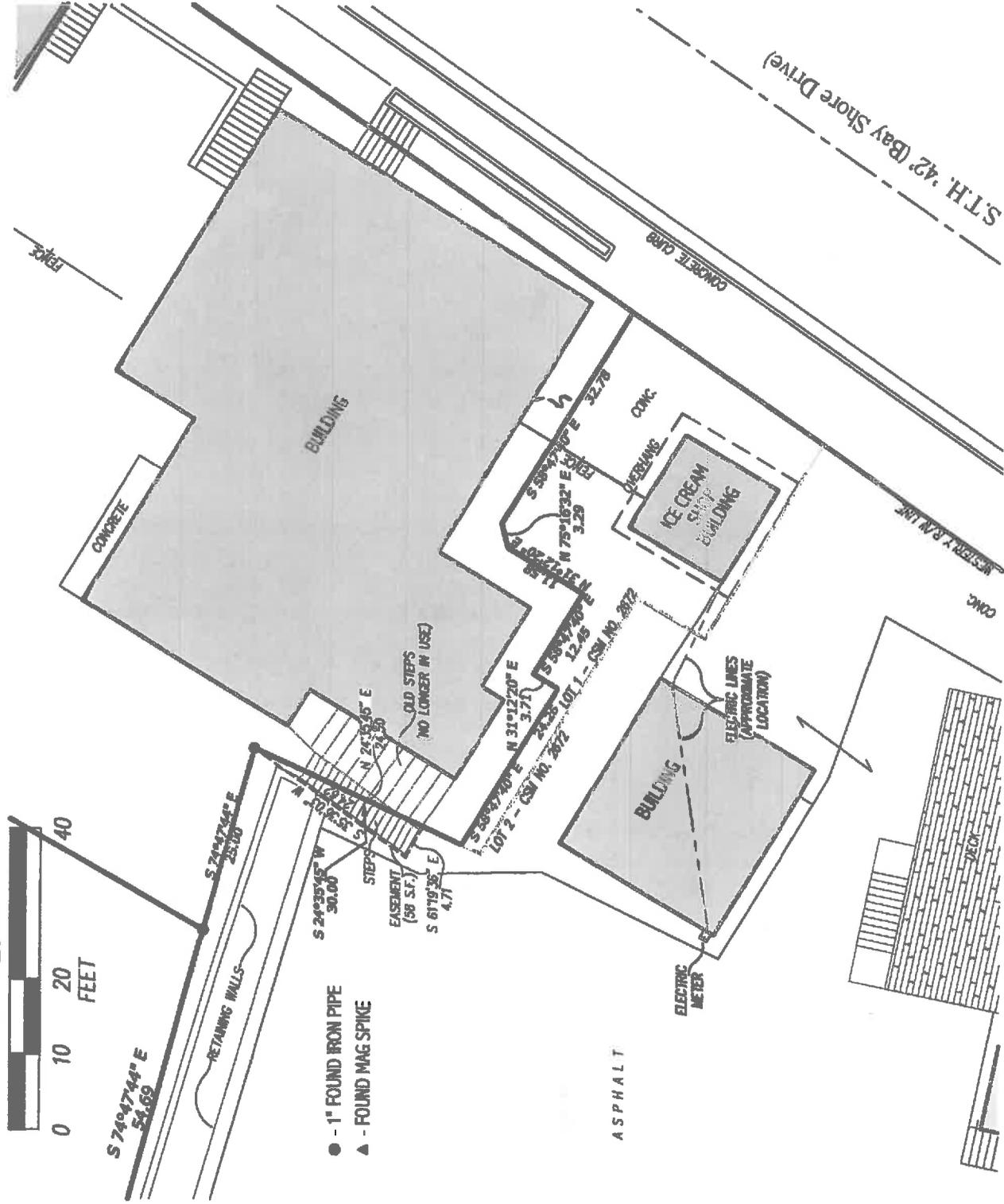
CERTIFIED SURVEY MAP

BEING:
 A DIVISION OF LOT 1 OF C.S.M. NO. 2672
 AS RECORDED AT VOL. 16, PA. 107 OF
 CERTIFIED SURVEY MAPS
 AS DOCUMENT NO. 755495.

LOCATED IN:
 GOVERNMENT LOT 4 OF SECTION 5,
 TOWNSHIP 31 NORTH, RANGE 28 EAST,
 VILLAGE OF SISTER BAY, DOOR COUNTY,
 WISCONSIN.



NORTH
 1" = 20'



- - 1" FOUND IRON PIPE
- ▲ - FOUND MAG SPIKE

CERTIFIED SURVEY MAP

BEING:
A DIVISION OF LOT 1 OF C.S.M. NO. 2672
AS RECORDED AT VOL. 16, PA. 107 OF
CERTIFIED SURVEY MAPS
AS DOCUMENT NO. 755495.

LOCATED IN:
GOVERNMENT LOT 4 OF SECTION 5,
TOWNSHIP 31 NORTH, RANGE 28 EAST,
VILLAGE OF SISTER BAY, DOOR COUNTY,
WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, Michael G. McCarty, Professional Land Surveyor for Bauchuin Incorporated, do hereby certify that under the direction of Husby's JS, LLC, we have surveyed the following described parcel:

A parcel of land being a division of Lot 1 of C.S.M. No. 2672 as recorded at Vol. 16, Pa. 107 of Certified Survey Maps as Document No. 755495, located in Government Lot 4 of Section 5, Township 31 North, Range 28 East, Village of Sister Bay, Door County, Wisconsin.

Said parcel contains 27,961 square feet and is subject to and benefited by the following described easement:

An easement for the use and maintenance of a stairwell being part of Lot 2 of C.S.M. No. 2672 as recorded at Vol. 16, Pa. 107 of Certified Survey Maps as Document No. 755495. More particularly described as follows:

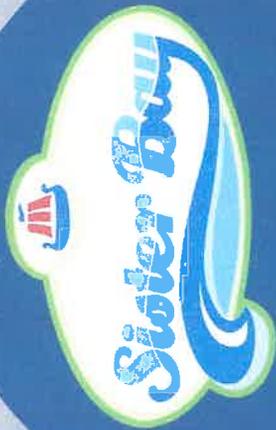
Commencing at the NW corner of Lot 2 of said C.S.M. No. 2672; thence S. 74°47'44" E., 79.69 feet along the northerly line of said Lot 2 to a 1" found iron pipe on said northerly line, said point being the point of beginning of said easement; thence S. 35°36'03" W., 24.62 feet; thence S. 61°19'36" E., 4.71 feet to the aforementioned northerly line of Lot 2 of said C.S.M. No. 2672; thence N. 24°35'45" E., 24.50 feet along said northerly line to the point of beginning.

Said easement contains 58 square feet.

I further certify that the attached map is a true representation of said property and correctly shows the exterior boundaries and correct measurements thereof, and also shows structures thereon, and visible encroachments, if any. Also, I have fully complied with Chapter 236.34 of the Wisconsin State Statutes.

Dated: _____
Michael G. McCarty S-2298

3 1/2" x 7"



Bays

Home of the
Door County League Baseball



GAME SUNDAY
1:30

← Addl. During Week 46
of Home Games

Zeke Jackson

From: Collin Doherty <collind@dohertylaw.org>
Sent: Wednesday, January 06, 2016 12:05 PM
To: Zeke Jackson
Cc: Sara Gloede
Subject: Parking for Roots

Hi Zeke:

I am sorry on the delay in getting you the Parking determination, but well, you know- the holidays!

Anyways, with all the meetings with inspectors over the past month, it is safe to say that the seating capacity that we are looking at for Roots Kitchen will not change from what was already submitted in our proposal to the Planning Commission (for reference, please see Exhibits H-M of our application). Considering the Ordinances in chapter 66.0403, both Roots operations (B&B and restaurant) would require 17 spots; there currently is room for 11 spaces on property, leaving 6 more spots needed. These 6 spots can be found through shared parking within 400 feet (see 66.0404(a)(2)), located just to the West of the Inn on Maple property/across the street from the Village Administration building.

As discussed with you previously, Sara and I would be willing to have angled parking painted in this location, at our expense, and would work along with the village on exact location and dimensions to maximize the spots available. However, we would like to keep the very narrow space directly in front of the Inn on Maple as a current "no parking" section for two reasons: 1) there is very little room between the building and street for said parking and wouldn't want to hinder easy flow of foot traffic for our guests; and 2) we would prefer to not have the view of the front of our building blocked by cars (which was a concern of the Robbins).

I am not sure if you need something more formal for the Planning Commission to discuss the Parking issue on January 26th, but please let me know if you do.

Our deadline for Village Permit approval under the accepted Offer to Purchase has now been extended to January 21st; I know you have told me several times that you do not see any issues in obtaining a permit; however, please let me know if something changes as we would therefore have that deadline extended out again.

Thanks, as always, for all your help.

Best,

DOHERTY LAW OFFICES, S.C.

Collin G. Doherty
1725 E. Washington Street
West Bend, WI 53095
Phone: (262) 334-3449
Fax: (262) 334-4881
Email: collind@dohertylaw.org

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DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "Agreement") is made as of the (the "Effective Date"), by and between the **Village of Sister Bay, Wisconsin** and **Stony Ridge Development, LLC**.

RECITALS

- (i) Developer owns certain land in the Village of Sister Bay, Door County, Wisconsin described on Exhibit A attached hereto (the "Land").
- (ii) Developer intends to construct the Project on a portion of the Land.
- (iii) In connection with construction of the Project, the Village intends to make a loan to Developer, to be used by Developer for the construction and installation of certain infrastructure improvements for the Project.
- (iv) The parties enter into this Agreement for the purpose of setting forth certain rights, duties and obligations of the parties with respect to the construction of the infrastructure improvements and the making of the loan.

NOW, THEREFORE, in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Project Overview.** Developer owns the Land and intends to construct on the portions of the Land known as Lots 1 through 18 (inclusive) of the Stony Ridge Plat certain multi-family housing units, single-family housing units, condominiums and storage units, having a total assessed value of not less than \$5,275,000. The construction of the housing and storage units will be done in phases. Certain infrastructure improvements are needed in connection with the Project and Developer has asked the Village to make a loan in the amount of \$530,000 to Developer to be used solely for the construction of certain infrastructure improvements, which will be dedicated to the Village, and associated costs and engineering fees. The above is merely intended to be an overview, and the provisions set forth below provide additional detail and additional material terms and conditions.

2. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:

- (a) "Anticipated Assessed Values" means: the anticipated assessed value per building type and per calendar year for the Project as specified in Exhibit C attached hereto.
- (b) "Bank" means: the Bank of Luxemburg.
- (c) "Bank Loan" means: a loan from the Bank in the amount of at most \$145,000 to fund the Village Project.

- (d) “Bank Mortgage” means: a first lien mortgage securing the Bank Loan which encumbers only the Bank Primary Collateral Land and Outlot 2.
- (e) “Bank Primary Collateral Land” means: Lots 4, 5, 6 and 7 of the Stony Ridge Plat, together with each lot’s respective appurtenant ownership interest in Outlot 1 as set forth in the Outlot 1 Governing Agreement. As set forth herein, the Bank Primary Collateral Land will be encumbered by the Bank Mortgage and will not be encumbered by the Mortgage.
- (f) "Developer" means: Stony Ridge Development, LLC, a Wisconsin limited liability company.
- (g) "Guarantor" means: Keith Garot, and any other person or entity that executes a guaranty of Developer's obligations hereunder.
- (h) “Guaranty” is defined in paragraph 8 below.
- (i) "Loan" means: the Village Loan.
- (j) “Loan Repayment Reserve” means: at least \$45,000 of the Bank Loan which is to be retained by the Bank as a reserve account used solely for payments on the Loan. Any other use of such retained funds shall require the Village’s consent, which may be withheld in the Villages sole discretion.
- (k) "Mortgage" means: real estate mortgage from Developer for the benefit of the Village, on all of the Land excepting only the Bank Primary Collateral Land (the “Mortgaged Land”), to secure repayment of the Loan, and constituting (i) a first priority lien with respect to the Village Primary Collateral Land, (ii) a first priority lien with respect to the Village Project Land, and (iii) a second priority lien with respect to Outlot 2 (subordinate only to the Bank Mortgage). The Mortgage shall be in the form attached hereto as Exhibit F-1. If requested by the Bank, in connection with the Mortgage, the Village agrees to execute and deliver a real estate mortgage subordination agreement relating to the Mortgage and the Bank Mortgage in the form attached hereto as Exhibit F-2.
- (l) “Note” means: the instrument signed by Developer evidencing Developer’s obligation to repay the Loan in the form attached hereto as Exhibit E.
- (m) “Outlot 1” means: the portion of the Land reserved for storm water management and labeled as “Outlot 1” on the Stony Ridge Plat. Outlot 1 will be owned in common by all of the lot owners as tenants in common and owned and maintained pursuant to the Outlot 1 Governing Agreement.
- (n) “Outlot 1 Governing Agreement” means: a recorded document affecting the all of the Land which sets forth the respective percentage ownership of Outlot 1 among the lot owners as well as their respective maintenance and reimbursement responsibilities.
- (o) “Outlot 2” means: the portion of the Land reserved for future development and labeled as “Outlot 2” on the Stony Ridge Plat, together with Outlot 2’s appurtenant ownership interest in Outlot 1, if any, as set forth in the Outlot 1 Governing

Agreement. As set forth herein, Outlot 2 will be encumbered by the Bank Mortgage (first position) and the Mortgage (second position).

(p) “Plans” means: Final detailed plans and specifications for the Project, including without limitation the Village Project, which shall include, without limitation, the following: all improvements now located or to be located on the Land, the footprint of all improvements and the square footage of all improvements, all easements, pathways, exterior boundary lines, walkways, parking and circulation areas, adjoining public streets and alleys, utilities, exits and entrances, all signage, curbs, gutters, sidewalks, landscaping, medians and street lighting, all materials to be used in construction, all interior and exterior finishes, the number and types of units, the number of stories in the buildings and parking structures, if any, building sections and elevations, description of room and space sizes, plan arrangement of rooms and functional spaces, exterior elevations, the stacking of floors and all construction elements, a narrative description of all structural systems, mechanical systems, electrical systems and any specialty systems. It is understood that the Plans will be finalized during the course of construction of the Project and will be based on the site plan and building plans approved by the Village pursuant to paragraph 4(e) below.

(q) “Project” means: The first phase of the Stony Ridge Project, comprised of one (1) lot (Lot 1 of the Stony Ridge Plat) to be developed as single-family condominium homes with two buildings and two units in each building, thirteen (13) lots (Lots 2, 3, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 of the Stony Ridge Plat) to be developed as single-family homes, three (3) lots (Lots 4, 5 and 6 of the Stony Ridge Plat) to be developed as multi-family apartments with one building (eight units) on each lot, and one (1) lot (Lot 7 of the Stony Ridge Plat) to be developed as a mini storage facility with approximately fifty storage units, along with a storm water management facility serving all of the Project on Outlot 1; and the Village Project; and filling, grading, installation of all utility services, installation and/or expansion of parking lots, installation of roads, sidewalks, driveways, walkways, curbs and gutters and all other site work as may be required in connection with the construction of the Project; and construction and installation of all other improvements as may be required in order to comply with applicable zoning and building laws, rules, regulations, codes and ordinances.

(r) “Project Commencement Date” means: March 1, 2016.

(s) “Project Completion Date” means: October 31, 2016.

(t) “Project Cost Breakdown” means: A current cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development, construction and installation of the Project in accordance with the Plans for the Project.

(u) “Release Price” means: the amount of principal payment of the Loan required to partially release the applicable portion of the Mortgaged Land, as set forth on the Term Sheet.

(v) “Special Assessment” is defined in paragraph 12 below.

(w) "Stony Ridge Plat" means: the recorded plat of the Land for the Project. The current draft of the Stony Ridge Plat is attached hereto as Exhibit B and was approved by the Village on March 26, 2015.

(x) "Term Sheet" means: the summary of the terms and conditions of the Loan attached hereto as Exhibit D.

(y) "Village" means: The Village of Sister Bay, Door County, Wisconsin.

(z) "Village Loan" means: a loan to Developer in the original principal amount of \$530,000, the proceeds of which will be used to construct the Village Project and to reimburse the Village as set forth herein. The Village Loan shall bear interest and be repaid as set forth on the Term Sheet. The Village Loan shall be evidenced by the Note and secured by the Special Assessment, the Mortgage and the Guaranty.

(aa) "Village Plans" means: the plans, specifications, and design documents approved by the Village for the infrastructure improvements to be made by Developer on or in proximity to the Land with the proceeds of the Loan, which are to be transferred to the Village as set forth below.

(bb) "Village Primary Collateral Land" means Lots 1, 2, 3, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 of the Stony Ridge Plat, together with each lot's respective appurtenant ownership interest in Outlot 1 as set forth in the Outlot 1 Governing Agreement. As set forth herein, the Village Primary Collateral Land will be encumbered by the Mortgage and will not be encumbered by the Bank Mortgage.

(cc) "Village Project" means: the infrastructure improvements to be made by Developer, pursuant to the Village Plans, financed with the proceeds of the Loan.

(dd) "Village Project Completion Date" means: October 31, 2016.

(ee) "Village Project Land" means: the portions of the Land designated as "Northwoods Drive" and "Ava Hope Court" on the Stony Ridge Plat, together with Outlot 1. The Village Project Land (together with the Village Project) is to be transferred to the Village pursuant to the terms of this Agreement. As set forth herein, the Village Project Land will be encumbered by the Mortgage and will not be encumbered by the Bank Mortgage.

3. **Commitments; Repayment; Partial Releases of the Mortgage.**

(a) Subject to the terms and conditions of this Agreement: (a) Developer, at its cost and expense, will construct, install, furnish and equip the Project; and (b) the Village will make the Loan to Developer; and (c) the Developer shall pay an origination fee in connection with the Loan of \$500.

(b) Subject to the terms and conditions of this Agreement, Developer agrees to repay the Loan pursuant to the terms set forth herein (including, without limitation, Exhibit C attached hereto) and pursuant to the terms set forth in the Note and the Mortgage.

(c) If no Default has occurred and is continuing and all accrued interest on the Loan has been paid in full, when the Loan principal has been repaid by an applicable Release Price, the Village shall partially release the lien of the Mortgage from the applicable portion(s) of the Mortgaged Land within a reasonable period after Developer's written request therefor (including the description of the applicable portion(s) of the Mortgaged Land that the Developer desires to be released); provided, however that, unless the Loan is paid in full, there shall be no release of the Mortgage from the Village Project Land, it being the intention of the parties that such land will be conveyed to the Village upon completion of the Village Project; and provided further that the release of the Mortgage from Outlot 2 prior to the payment in full of the Loan shall be within the sole and absolute discretion of the Village.

4. **Conditions Precedent to Village's Obligations.** In addition to all other conditions and requirements set forth in this Agreement, the obligations of the Village under this Agreement are conditioned upon the satisfaction of each and every of the following conditions:

(a) On or before March 1, 2016, Developer, at its cost, will provide the Project Cost Breakdown to the Village. The Project Cost Breakdown shall be certified by Developer, its Project architect and general contractor as accurate and complete and shall be acceptable to the Village. The Project Cost Breakdown shall satisfy the Village and its appraiser, in each of their discretion, that, after completion of each component of the Project, the final appraised value of each component of the Project is anticipated to be equal to or greater than the applicable Anticipated Assessed Value and, after completion of the entire Project, the final appraised value of the Project is anticipated be equal to or greater than the Anticipated Assessed Values. The Project Cost Breakdown must otherwise show a state of facts acceptable to the Village.

(b) On or before March 1, 2016, Developer, at its cost, shall provide the Village with a detailed completion schedule for the Project which must be acceptable to the Village. Such schedule shall specify, in greater detail than on the Anticipated Assessed Values chart, the timing of all material aspects of the Project. Any revisions to such completion schedule shall be subject to the Village's review and approval.

(c) Prior to the execution of this Agreement, Developer shall provide the Village with evidence that Developer is authorized to enter into this Agreement and that the persons signing this Agreement on behalf of Developer are authorized to so sign this Agreement and to bind Developer to the terms and conditions of this Agreement. On or before March 1, 2016, Developer, at its cost, shall provide a certified copy of its organizational documents, a certificate of status issued by the Wisconsin Department of Financial Institutions, and resolutions or consents of its board of directors, partners or members, as the case may be, approving this Agreement and the transactions which are the subject of this Agreement.

(d) On or before March 1, 2016, Developer shall provide the Mortgage to the Village. In addition to the Mortgage, Developer shall execute and deliver any and all other documents reasonably required by the Village to effect the mortgage of the Mortgaged Land to the Village, including without limitation: title insurance from a title company acceptable to the Village insuring that the Mortgage is a first position lien with respect to the Village Primary Collateral Land and the Village Project Land and that the Mortgage is a second position lien with

respect to Outlot 2 (subject only to the Bank Mortgage) and that there are no other mortgages or other liens encumbering the Land other than the Bank Mortgage; an affidavit as to construction liens and possession sufficient in form and content to allow a title company to insure title to the Mortgaged Land free and clear of all construction liens and other standard title exceptions; and a disbursement agreement with a title company in form and content acceptable to the Village to administer advances on the Loan.

(e) On or before March 1, 2016, the Village and the State of Wisconsin shall have determined that the final Plans for the Project are acceptable to both the Village and the State and all approvals from the Village and the State of the Plans shall have been obtained.

(f) On or before March 1, 2016, the Village shall have approved this Agreement and the transactions contemplated herein, and all other agreements and/or transactions which require approval.

(g) No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

(h) On or before March 1, 2016, Developer shall have executed and delivered to the Village any documents and agreements as are required by this Agreement.

(i) On or before March 1, 2016, the Village shall have on hand, an unconditional firm commitment from a lender of Village's choice, under the terms of which the lender is ready, willing and able to commence disbursement of the funds necessary to make the Loan to Developer.

(j) On or before March 1, 2016, the Developer shall have completed the Village Plans which must be acceptable in all respects to the Village and if required, must have been approved by the State of Wisconsin without the imposition of any conditions or changes to the Village Plans submitted to the State. The Village Plan must show, among other things, that the Developer has obtained and is prepared to grant to the Village, 30-foot wide easements for utility services, including sanitary sewer, water and storm sewer and will dedicate to the Village 60-foot roadways.

(k) On or before February 1, 2016, Developer shall provide financial information of the Developer to the Village, which information shall be in form and content acceptable to the Village. The financial information shall include, without limitation, financial statements, balance sheet and income statements, net worth statements, operating statements, tax returns and such other financial information as maybe reasonably requested by Village. Subject to applicable law, including without limitation, Wisconsin Open Records Laws, the Village agrees to use reasonable efforts to keep confidential any financial information provided by Developer under this subparagraph (k) and paragraph 5(u) below; provided, however, that Developer shall expressly state that the information is to be kept confidential at the time of delivery to the Village by placing a "CONFIDENTIAL" stamp or other conspicuous marking on the document(s). Notwithstanding the foregoing, the Village may disclose any such information

and documentation to its attorneys, accountants and other advisors in connection with the Project and the Village may disclose such information and documentation in the exercise of any of its remedies hereunder for Developer's default.

(l) Prior to any disbursements of the Loan, including the initial disbursement, Developer shall have reimbursed in full to the Village all reasonable fees, costs and expenses then incurred to date by the Village, including attorneys' and engineers' fees, in connection with the negotiation and preparation of this Agreement, and all documents and agreements executed in connection therewith, and including any title company fees and expenses in connection with the title insurance for the Mortgage and the disbursement agreement for disbursements of the Loan. At the option of the Village, some or all of these fees, costs and expenses may from time to time be reimbursed to the Village as a disbursement of the Loan.

(m) On or before March 1, 2016, Developer shall provide the Village with evidence satisfactory to the Village that the Bank Loan has been funded and that Developer has, in combination with the Loan, available funds sufficient to construct and install the Village Project. Such evidence must be acceptable in all respects to the Village, including, without limitation, evidence that the Loan Repayment Reserve has been established and its use is restricted as contemplated herein.

(n) On or before March 1, 2016, the Developer shall have completed and recorded the Outlot 1 Governing Agreement which must be acceptable in all respects to the Village and must have been approved in writing by the Bank. The Outlot 1 Governing Agreement must be binding subsequent lot owners by deed restriction or other method.

If all conditions contained in this paragraph 4 are satisfied within the time periods for satisfaction of such conditions as set forth above or if such conditions are waived in writing by the Village with consent of its Finance Committee, within the time periods for satisfaction of such conditions as set forth above, then the above conditions shall be deemed satisfied. Otherwise, the Village, at its option, exercised in its sole discretion, may terminate this Agreement, in which event, neither of the parties to this Agreement shall have any further liability or obligation to the other parties; provided, however, if this Agreement is terminated for any reason, Developer shall pay all costs and expenses incurred by the Village in connection with the Village Project, the preparation and negotiation of this Agreement, including without limitation, attorneys' and engineers' fees.

All submissions given to the Village to satisfy the conditions contained in this paragraph 4 must be satisfactory in form and content to the Village, in its sole discretion.

5. **Representations and Warranties and Covenants of Developer.** Developer represents and warrants to the Village and covenants with the Village as follows:

(a) All copies of documents, contracts and agreements which Developer and Guarantor have furnished to the Village are true and correct in all material respects.

(b) Developer and Guarantor have paid, and will pay when due, all federal, state and local taxes, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent.

(c) Developer will pay for all work performed and materials furnished for the Project.

(d) No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer or Guarantor to the Village pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

(e) Developer is a limited liability company duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and 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.

(f) The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

(g) The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.

(h) There is no litigation or proceeding pending or threatened against or affecting Developer, Guarantor or the Project that would adversely affect the Project or Developer or Guarantor or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement or the ability of Guarantor to perform its obligations under its Guaranty.

(i) The Project Cost Breakdown approved by the Village accurately reflects all Project costs that will be incurred in the development, completion, construction, furnishing and equipping of the Project, and the Village is entitled to rely on the Project Cost Breakdown. Developer knows of no circumstances presently existing or likely to occur which would or could be expected to result in a variation or deviation from the Project Cost Breakdown.

(j) No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and neither Developer nor Guarantor is in default (beyond any applicable period of grace) of any of its/his obligations under any other agreement or instrument entered into in connection with the Project.

(k) Construction of the Village Project shall commence not later than the Project Commencement Date, and Developer will continue construction of the Village Project diligently and shall complete construction of the Village Project no later than the Village Project Completion Date. Construction of the Project shall proceed and be completed substantially in

accordance with the construction schedule approved by the Village, and Developer shall complete construction of the entire Project no later than the Project Completion Date. Each portion of the Project will be deemed completed upon occurrence of all of the following: (i) a certificate of occupancy is issued by the appropriate governmental authorities for Project, as applicable; and (ii) the Project architect has issued a certificate stating that the portion of the project or the Project, as applicable, have been substantially completed in accordance with the Plans.

(l) Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the Village, all environmental laws, rules, regulations and ordinances, and all prevailing wage, bidding and other public construction requirements (including, without limitation, any applicable requirements under Wisconsin Statutes Sections 66.0901 and 66.0903). Developer covenants that it will perform and observe the covenants contained in, and the Project will conform and comply with, the covenants, restrictions, documents or instruments governing the Land.

(m) Developer will cause the Project to be constructed in a good and workmanlike manner and substantially in accordance with the Plans for the Project. Developer shall not alter the site plan or building plan for the Project previously approved by Village without the prior written consent of the Village.

(n) Developer will not, without Village's prior written consent, materially change the scope of the Project or the uses of the Project.

(o) Developer guarantees that the Project will result in an equalized value for the Project of not less than the Anticipated Assessed Values, as determined by the Village assessor in his/her sole and absolute discretion. Developer understands and agrees that this provision shall not in any way bind the Village assessor in his/her assessment and appraisal of the Project and that the Village assessor will arrive at an equalized value of the Project based solely on his/her application of all applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this provision shall limit or impair any statutory rights of the Village with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

(p) Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the development, construction, management and operation of the Project.

(q) It is understood that the Plans will be finalized during the course of construction of the Project. As a result, any change to the site plan and the building plan referred to in paragraph 4(e) above, must be approved in advance in writing by the Village.

(r) On or before March 1, 2016, Developer shall submit an executed copy of the construction contract or design-building agreement for the Project to the Village. Such

construction contract or design-building agreement must be acceptable in all respects to the Village.

(s) Following completion of construction of the Village Project and approval by the Village of the infrastructure improvements created as part of the Village Project, the Village Project Land (together with the Village Project) shall be conveyed to and dedicated to the Village by warranty deed, free and clear of all liens and encumbrances. In addition to the deed or conveyance, Developer shall execute and deliver any and all other documents reasonably required by the Village to effect the transfer of the Village Project Land and the Village Project to the Village, including without limitation: title insurance; copies of final lien waivers from all contractors, subcontractors and materials suppliers who provided work or materials in connection with the Village Project; an affidavit as to construction liens and possession sufficient in form and content to allow a title company to insure title to the Village Project Land free and clear of all construction liens; an assignment of all guaranties and warranties received by Developer in connection with the Village Project; and a guaranty from Developer of all workmanship and materials related to the Village Project in form and substance satisfactory to the Village.

(t) At the closing of the Loan, Developer shall execute the Note, the Mortgage and any other loan documents reasonably required by the Village to effect the Loan and transactions described in this Agreement.

(u) From time to time at the request of the Village, Developer shall provide financial information to the Village, which information shall be in form and content acceptable to the Village. The financial information shall include, without limitation, financial statements, balance sheet and income statements, net worth statements, operating statements, tax returns and such other financial information as maybe reasonably requested by Village.

(v) Developer shall not sell, assign, transfer, convey, mortgage or encumber the then-current Mortgaged Land during the term of this Agreement unless it first obtains the prior written consent of Village. Without limiting the generality of the foregoing, as a condition to a mortgage of any portion of the Mortgaged Land, the Village may require, without limitation, that such lender enter into a subordination and intercreditor agreement with Village, under the terms of which, among other things, the lender shall have agreed that its loan is subordinate and subject to all terms of this Agreement and the Mortgage and the lender will stand still with respect to the exercise of any of its remedies under its loan documents until the Village has been paid in full all amounts outstanding under the Loan. The lender must understand and agree that any transfer to the lender or its successors and assigns of the applicable Mortgaged Land prior to payment in full of the Loan will be made subject to the Mortgage and, if applicable, the Special Assessment.

The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

6. **Damage/Destruction.** Developer shall not be released from its liabilities and obligations under this Agreement in the event of fire, damage or any other casualty to any part of the Project prior to completion of the Project or at any time thereafter. In such event, Developer

agrees, at its cost and expense, to complete the Project timely in accordance with Plans. Any change in the Project Cost Breakdown resulting from the fire, damage or other casualty must be approved by the Village.

7. **Shortfall.** Developer shall pay all costs and expenses associated with construction and installation of the Village Project, even if such costs and expenses exceed the amount of the Loan.

8. **Guaranty.** Guarantor shall guarantee all obligations and liabilities of the Developer to the Village under this Agreement and the Loan, and any other liabilities and obligations of Developer to the Village related to the Project only. Simultaneously with the execution and delivery of this Agreement, Guarantor shall deliver an unconditional, unlimited and irrevocable guaranty to the Village, (the "Guaranty") in form attached hereto as Exhibit G.

9. **Default.** The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

(a) Developer shall fail to pay any amounts due from it under this Agreement, the Note or the Mortgage on or before the date when due; or

(b) Any representation or warranty made by Developer or Guarantor in this Agreement, or any document or financial statement delivered by Developer or Guarantor pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

(c) Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations (other than payment obligations, which is addressed in subparagraph (a) above) under this Agreement or under the Note or under the Mortgage or any other mortgage to the Village of all or any portion of the Land, and such failure shall continue for thirty (30) days following notice thereof from Village to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than 60 days following the notice thereof from the Village); or

(d) Construction of any portion or phase of the Project or the Project shall be abandoned for more than sixty (60) consecutive days, or if the Village Project is not completed on or before the Village Project Completion Date or the entire Project is not completed on or before the Project Completion Date, or if any portion of the Project shall be damaged by fire or other casualty and not be repaired, rebuilt or replaced as required by paragraph 6 above; or

(e) Developer or Guarantor shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its/his debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it/him in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain

undismissed for a period of ninety (90) days or Developer or Guarantor shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its/his assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its/his appointment; or (vi) adopt a plan of complete liquidation of its/his assets; or

(f) If Developer shall dissolve or shall cease to exist; or

(g) A default shall occur on any other indebtedness of or loan to Developer, or a default shall occur under any mortgage or other lien or encumbrance affecting the Project or the Land, including, without limitation, the Bank Mortgage; or

(h) If the Loan is accelerated (i.e., becomes immediately due and payable in full) for any reason whatsoever or if Developer shall fail to pay any amounts due with respect to the Loan on or before the date when due.

10. **Remedies.** Upon the occurrence of any Default, without further notice, demand or action of any kind by the Village, the Village may, at its option, pursue any or all of the rights and remedies available to the Village at law and/or in equity and/or under this Agreement against Developer, including without limitation, the right to damages caused by any such Default and the right to specific performance by Developer and the right to foreclose the lien of this Agreement and/or the lien of the Mortgage. In addition, the Village shall have the right to suspend performance of any of its obligations or covenants under this Agreement.

Except as may be otherwise specifically set forth herein, no remedy herein conferred upon the Village is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part the Village in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy. Notwithstanding any of the foregoing authorizations, the Village shall have no duty or obligation whatsoever with respect to any of the matters so authorized.

11. **Village's Right to Cure Default.** In case of failure by Developer to pay any fees, assessments, charges or taxes arising with respect to the Project or to comply with the terms and conditions of this Agreement, the Village shall have the right, but shall not be obligated, to pay such fees, assessments, charges or taxes or take such action as is necessary to remedy the failure of Developer, and, in that event, the cost thereof shall be payable by Developer to the Village upon demand.

12. **Real Estate Taxes and Assessments; Special Assessment.** Developer agrees to pay timely to the Village generally applicable property taxes assessed and levied by the Village in connection with the Project under its applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the Village with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

In addition, Developer agrees that simultaneously with the execution of this Agreement, the Village will levy a special assessment in the amount of the Loan, plus interest, against the Village Primary Collateral Land and all improvements located thereon to secure repayment of the Loan (the "Special Assessment"). Developer hereby consents to the imposition of such Special Assessment and hereby waives pursuant to Section 66.0703 (7)(b) Wis. Stats. any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of the Special Assessment including, but not limited to, the notice and hearing requirements of Section 66.0703 and the notice requirements of Section 66.0715 (3) and agrees that the Village may proceed immediately to levy the Special Assessment upon execution by the parties of this Agreement. Developer further waives any right to appeal from the Special Assessment and stipulates that the amount of the Special Assessment levied against the Village Primary Collateral Land has been determined on a reasonable basis and that the benefits to the Village Primary Collateral Land from the proposed public improvements exceed the amount of the Special Assessment levied against the Village Primary Collateral Land. Such assessment shall be levied pursuant to the provisions of Sections 66.0701-0733, Wis. Stats. and the Village Ordinances. Notwithstanding the foregoing, if a Default shall occur, then any outstanding principal balance of the Special Assessment remaining unpaid and interest thereon shall become immediately due and payable in full. The Special Assessment shall be released from the Village Primary Collateral Land, or any portion thereof, pursuant to the same release terms as the Mortgage, as set forth herein.

13. **Costs.** Except as otherwise set forth herein, all reasonable fees, costs and expenses incurred by the Village, including attorneys' and engineers' fees, in connection with the negotiation, preparation and monitoring of this Agreement, and all documents and agreements executed in connection therewith, shall be paid by the Developer. Developer shall pay all costs and expenses (including attorneys' fees and reasonable reimbursement for administrative time) associated with the enforcement of the Village's rights against Developer under this Agreement or Guarantor, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer or Guarantor. Any and all such fees, costs and expenses incurred by the Village which are to be paid by the Developer, shall be paid by Developer to the Village on demand, and, as noted in paragraph 4(1) above, the Village has the option to reimburse itself using proceeds of the Loan, if available.

14. **Tax-Exempt Covenant.** Developer agrees that it will not sell, lease, assign or otherwise transfer or convey any interest in the Project or the Land to a person or entity exempt from general property taxation or in a manner which would cause all or any portion of the Project or the Land to be exempt from general property taxation (the "Tax-Exempt Covenant"). The Tax-Exempt Covenant shall be in effect until twenty (20) years after the Effective Date. The Tax-Exempt Covenant will run with the Land and will bind all current and subsequent owners in title to the Land during the term of the Tax-Exempt Covenant. In the event a court finds the Tax-Exempt Covenant is not valid or enforceable or if for any reason the Tax-Exempt Covenant is terminated prior to the stated expiration thereof, then, for any period of time during the term of the Tax-Exempt Covenant that all or any portion of the Project or the Land is exempt from general property taxation, Developer and its successors and assigns shall make a payment in lieu of taxes to the Village as required from time to time by the Village. The terms of the Tax-Exempt Covenant shall survive the repayment in full of the Loan and/or the termination of this Agreement.

15. **Village Authorization.** The execution of this Agreement by the Village was authorized by Resolution of the Village Board dated March 30, 2015.

16. **No Personal Liability.** Under no circumstances shall any alderperson, officer, official, director, attorney, employee or agent of the Village have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

17. **Staff Approval.** Except for this Agreement, all other documents and agreements that require approval by the Village in connection with this Agreement or the Village Project shall be approved by a staff person designated by the Village.

18. **Miscellaneous.**

(a) Except as otherwise specifically set forth herein, the respective rights and liabilities of Village and Developer under this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other party. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

(b) No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the Village and Developer, and then only to the extent specifically set forth in writing.

(c) All agreements, representations, warranties, covenants, liabilities and obligations made in this Agreement and in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement.

(d) All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or one day following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission by facsimile or e-mail, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this paragraph of a change of address:

If to Developer:	Stony Ridge Development, LLC 320 Main Avenue, #300 De Pere, WI 54115 Attention: Keith Garot
------------------	--

If to the Village:	Village of Sister Bay, Wisconsin 2383 Maple Drive P.O. Box 769 Sister Bay, WI 54234 Attention: Village Clerk
--------------------	--

With a copy to:
Pinkert Law Firm LLP
454 Kentucky St,
Sturgeon Bay, WI 54235
Attention: Randall J. Nesbitt, Esq.
E-Mail: rnesbitt@pinkertlawfirm.com

(e) This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

(f) This Agreement is intended solely for the benefit of Developer and the Village, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the Village in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the Village, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Project or the Village Project.

(g) This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin applicable to contracts made and wholly performed within such state.

(h) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Facsimile and e-mail signatures shall be deemed original signatures for all purposes of this Agreement.

(i) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

(j) Nothing contained in this Agreement or any other documents executed pursuant to this Agreement, shall be deemed or construed as creating a partnership or joint venture between the Village and Developer or between the Village and any other person, or cause the Village to be responsible in any way for the debts or obligations of Developer or any other person. Developer further represents, warrants and agrees, for itself and its successors and permitted assigns, not to make any assertion inconsistent with their acknowledgment and agreement contained in the preceding sentence in the event of any action, suit or proceeding, at law or in equity, with respect to the transactions which are the subject of this Agreement and this paragraph may be pleaded and construed as a complete bar and estoppel against any assertion by or for Developer and its successors and permitted assigns, that is inconsistent with its acknowledgment and agreement contained in the preceding sentence.

(k) TIME IS OF THE ESSENCE of each and every obligation or agreement contained in this Agreement.

(l) If any party is delayed or prevented from timely completing construction of the Project, by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, or other causes beyond the control of the party obligated to perform, performance of 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.

(m) Except for the terms which expressly survive termination, this Agreement shall terminate upon payment in full of the Loan. At such time, the Village agrees to release the lien of the Mortgage to the extent it remains on all or a portion of the Land.

(n) This Agreement shall be recorded in the office of the Register of Deeds of Door County, Wisconsin, prior to the recording of any mortgage on the Project or Land or other improvements thereon, it being understood by the parties that until termination of this Agreement as set forth in subparagraph (m) above, this Agreement and each term and obligation set forth herein, including the Loan repayment obligations set forth in paragraph 3 hereof with respect to the Mortgaged Land, will run with the land and will be binding upon the Land and the Project and any owner and/or lessee and/or mortgagee of all or any portions of the Land and the Project and their successors and assigns. Any mortgage on the Mortgaged Land and any payments due under any such mortgage shall at all times be subordinate to this Agreement and all of the Village's rights under this Agreement, and any such mortgagee shall, at the Village's request, enter into a subordination and intercreditor agreement on terms acceptable to the Village; provided, however, that the Bank's right to receive payments under the Bank Loan shall be superior to the repayment obligations set forth in paragraph 3 hereof with regard to Outlot 2.

(o) The headings in this Agreement are for reference only and are not intended to modify any of the terms and conditions of this Agreement.

(p) Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

(q) This Agreement is the product of negotiation among all of the parties hereto and no term, covenant or provision herein or the failure to include a term, covenant or provision shall be construed against any party hereto solely on the basis that one party or the other drafted this Agreement or any term, covenant or condition contained herein.

(r) Developer shall not assign or otherwise transfer its rights under this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date first above written.

VILLAGE OF SISTER BAY, WISCONSIN

By: _____
David W. Lienau, Village President

Attest: _____
Christy Sully, Village Clerk

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this ___ day of _____, 2015, the above-named David W. Lienau and Christy Sully, the President and Village Clerk, respectively, of the Village of Sister Bay, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

STONY RIDGE DEVELOPMENT, LLC,
a Wisconsin limited liability company

By: _____
Keith Garot, President

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2015, the above-named Keith Garot, the President of Stony Ridge Development, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing agreement on behalf of said entity and by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

This instrument was drafted by:

Isaac J. Roang, Esq.
Quarles & Brady LLP
411 E. Wisconsin Avenue
Milwaukee, WI 53202

EXHIBIT A**Legal Description of the Land**

A tract of land located partly in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of the NW $\frac{1}{4}$) and the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ of the NW $\frac{1}{4}$), Section Eight (8), Township Thirty-one (31) North, Range Twenty-eight (28) East, in the Village of Sister Bay, Door County, Wisconsin, more fully described as follows:

Commencing at the West Quarter corner of Section 8, Township 31 North, Range 28 East; thence North 89 deg. 37 min. 04 sec. East, 1345.79 feet along the South line of the NW $\frac{1}{4}$ of said Section 8 to the Southwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the point of beginning; thence North 00 deg. 29 min. 53 sec. West, 307.39 feet along the West line of said Quarter-Quarter; thence North 89 deg. 37 min. 04 sec. East, 403.82 feet; thence 202.83 feet along the arc of a 1030.00 foot curve to the left whose long chord bears North 05 deg. 20 min. 30 sec. East, 202.51 feet; thence North 00 deg. 17 min. 59 sec. West, 338.58 feet; thence North 89 deg. 51 min. 39 sec. East, 50.00 feet along the South line of Vol. 16 Certified Survey Maps, Page 13, Door County Records; thence 19.05 feet along the arc of a 12.00 foot radius curve to the right whose long chord bears North 45 deg. 10 min. 32 sec. East, 17.11 feet; thence 35.92 feet along said South line, being the Southerly right of way of Cherrywood Lane, and being the arc of a 1030.00 foot radius curve to the right whose long chord bears South 88 deg. 21 min. 00 sec. East, 35.92 feet; thence North 02 deg. 38 min. 57 sec. East, 60.00 feet to the Northerly right of way of said Cherrywood Lane; thence 39.40 feet along said Northerly right of way being the arc of a 1090.00 foot radius curve to the left whose long chord bears North 88 deg. 23 min. 10 sec. West, 39.40 feet; thence 18.67 feet along the arc of a 12.00 foot radius curve to the right whose long chord bears North 44 deg. 51 min. 38 sec. West, 16.84 feet; thence South 89 deg. 50 min. 55 sec. West, 50.00 feet; thence North 00 deg. 17 min. 59 sec. West, 190.92 feet along the East line of Lot One (1), said Certified Survey Map to the Northeast corner thereof; thence North 89 deg. 48 min. 03 sec. East, 71.44 feet; thence North 01 deg. 34 min. 00 sec. West, 134.04 feet; thence North 46 deg. 48 min. 43 sec. East, 95.33 feet along a South line of Lot One (1), Vol. 16 Certified Survey Maps, Page 220, Door County Records; thence North 89 deg. 48 min. 03 sec. East, 239.77 feet along said South line; thence South 36 deg. 08 min. 39 sec. East, 294.50 feet along a South line of said Certified Survey Map; thence North 89 deg. 46 min. 53 sec. East, 90.96 feet along said South line, being the Southerly right of way of Judith Blazer Drive to the Southeast corner thereof; thence South 00 deg. 13 min. 07 sec. East, 188.40 feet; thence North 90 deg. 00 min. 00 sec. East, 238.24 feet to the Westerly right of way of State Trunk Highway "57"; thence South 00 deg. 04 min. 24 sec. East, 177.82 feet along said right of way; thence 728.55 feet along said right of way being the arc of a 2086.61 foot radius curve to the right whose long chord bears South 09 deg. 55 min. 45 sec. West, 724.85 feet; thence South 89 deg. 37 min. 04 sec. West, 1172.73 feet along the South line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8 to the point of beginning.

Tax Parcel No.: 181-0008312824F

EXHIBIT C

Anticipated Assessed Values

Anticipated Growth of Phase I - Stony Ridge

Year	Single \$225,000/unit	Units (each)	Multi \$50,000/unit	Units (each)	Condo \$200,000/unit	Units (each)	Storage Units \$150,000	Units (each)	Year Total
2008	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2009	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2010	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2011	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2012	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2013	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2014	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2015	\$ 450,000	2	\$ 800,000	16	\$ -	150,000	\$ 150,000	1	\$ 1,400,000
2016	\$ 450,000	2	\$ 400,000	8	\$ 400,000	-	\$ -	2	\$ 1,250,000
2017	\$ 450,000	2	\$ -	-	\$ 400,000	2	\$ -	2	\$ 850,000
2018	\$ 900,000	4	\$ -	-	\$ -	-	\$ -	-	\$ 900,000
2019	\$ 675,000	3	\$ -	-	\$ -	-	\$ -	-	\$ 675,000
Total	\$ 2,925,000	13	\$ 1,200,000	24	\$ 800,000	4	\$ 150,000	1	\$ 5,075,000
Single Family Unit Value		225,000							
Multi Family Unit Value		50,000							
Condo Unit Value		200,000							
Storage Facility Value		150,000							

EXHIBIT D**Term Sheet
(Summary of the Loan Terms)**

Lender: The Village

Borrower: Developer

Loan Amount: \$530,000

Interest Rate: 5.00%

Maturity: 10 years after the end of the fiscal quarter of the date of the Note.

Payment Schedule: Quarterly payments of all accrued interest commencing on the first day of the fiscal quarter following the date of the Note (the “Repayment Commencement Date”).

Commencing two years after the Repayment Commencement Date, equal quarterly payments of principal and interest sufficient to fully amortize the then-remaining balance of the Loan over the remaining 8-year term of the Loan.

Prepayment Penalty: None.

Release Prices: Lots 1, 2, 3, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 & 18: \$41,000 per lot.
 Lots 4, 5, 6 & 7: N/A (not encumbered by the Mortgage).
 Outlot 1: N/A (owned in common).
 Outlot 2: N/A (release in whole or in part prior to repayment in full of the Loan is within the discretion of the Village and subject to negotiation based on the then-current plans to develop Outlot 2).
 Village Project Land: N/A (to be dedicated to the Village).

EXHIBIT E

Form of Note

[Form to be attached to this cover page.]

EXHIBIT F-1

Form of Mortgage

[Form to be attached to this cover page.]

EXHIBIT F-2

Form of Real Estate Mortgage Subordination Agreement

[Form to be attached to this cover page.]

EXHIBIT G**Form of Guaranty****Guaranty**

This Guaranty is made as of March 31, 2015, by **KEITH GAROT**, an individual, his heirs, personal representatives, and permitted successors and assigns (“Guarantor”), in favor of the **Village of Sister Bay, Wisconsin**, its successors and assigns (“VILLAGE”).

In order to induce VILLAGE to extend credit to Stony Ridge Development, LLC, a Wisconsin limited liability company (“Borrower”), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

**ARTICLE I
DEFINITIONS**

When used in this Guaranty, capitalized terms shall have the meanings specified in the Development Agreement and as follows:

Default. “Default” shall have the meaning specified in the Development Agreement.

Development Agreement. “Development Agreement” shall mean the Development Agreement dated as of March 31, 2015, as the same shall be amended, modified, replaced, refinanced, renewed, replaced or extended from time to time in accordance with the terms thereof, by and between Borrower and VILLAGE.

Guaranty. “Guaranty” shall mean this Guaranty, as the same shall be amended from time to time in accordance with the terms hereof.

Law. “Law” shall mean any federal, state, local, or other law, rule, regulation or governmental requirement of any kind, and the rules, regulations, interpretations and orders promulgated thereunder.

Obligations. “Obligations” shall mean: (a) the outstanding principal of, and all interest on, the Loan; and (b) all debts, liabilities, obligations, covenants and agreements of Borrower contained in the Development Agreement; and (c) all debts, liabilities, obligations, covenants and agreements of Borrower contained in any other documents or instruments executed and delivered by Developer or Guarantor in connection with the Development Agreement and/or the transactions which are the subject of the Development Agreement, as any such documents may be amended, modified, replaced, refinanced, renewed, replaced or extended from time to time (herein with the Development Agreement, collectively referred to as the "Loan Documents"); and (d) the construction, installation and completion of the Project and the Village Project in accordance with the terms of the Development Agreement; and (e) any and all reasonable fees and expenses, including reasonable attorneys’ fees incurred in connection with enforcing any obligations of Borrower or Guarantor under any agreement described in (a) through (d) above.

Person. "Person" shall mean and include an individual, partnership, corporation, trust, unincorporated association, limited liability entity, and any unit, department or agency of government.

ARTICLE II THE GUARANTY

2.1 The Guaranty. Guarantor, for himself, his heirs, personal representatives, successors and assigns, hereby unconditionally and absolutely guarantees to VILLAGE the full and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of each of the Obligations. This is a guaranty of payment and performance and not of collection.

2.2 Waivers and Consents. (a) Guarantor acknowledges that the obligations undertaken herein involve the guaranty of obligations of a Person other than Guarantor and, in full recognition of that fact, Guarantor consents and agrees that VILLAGE may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (i) supplement, modify, amend, extend, renew, accelerate or otherwise change the time for payment or the other terms of the Obligations or any part thereof, including without limitation any increase or decrease of the principal amount thereof or the rate(s) of interest thereon; (ii) supplement, modify, amend or waive, or enter into or give any agreement, approval or consent with respect to, the Obligations or any part thereof, or any of the Loan Documents or any additional security or guaranties, or any condition, covenant, default, remedy, right, representation or term thereof or thereunder; (iii) accept new or additional instruments, documents or agreements in exchange for or relative to any of the Loan Documents or the Obligations or any part thereof; (iv) accept partial payments on the Obligations; (v) receive and hold additional security or guaranties for the Obligations or any part thereof; (vi) release, reconvey, terminate, waive, abandon, fail to perfect, subordinate, exchange, substitute, transfer and/or enforce any security or guaranties, and apply any security and direct the order or manner of sale thereof as VILLAGE in its sole and absolute discretion may determine; (vii) release any Person from any personal liability with respect to the Obligations or any part thereof; (viii) settle, release on terms satisfactory to VILLAGE or by operation of applicable Law or otherwise, liquidate or enforce any Obligations and any security or guaranty in any manner, consent to the transfer of any security and bid and purchase at any sale; and/or (ix) consent to the merger, change or any other restructuring or termination of the limited liability existence of Borrower or any other Person, and correspondingly restructure the Obligations, and any such merger, change, restructuring or termination shall not affect the liability of Guarantor or the continuing effectiveness hereof, or the enforceability hereof with respect to all or any part of the Obligations.

(b) Upon the occurrence and during the continuance of any Default, VILLAGE may enforce this Guaranty independently of any other remedy, guaranty or security VILLAGE at any time may have or hold in connection with the Obligations, and it shall not be necessary for VILLAGE to marshal assets in favor of Borrower, any other guarantor of the Obligations or any other Person or to proceed upon or against and/or exhaust any security or remedy before proceeding to enforce this Guaranty. Guarantor expressly waives any right to require VILLAGE to marshal assets in favor of Borrower or any other Person or to proceed

against Borrower or any other guarantor of the Obligations or any collateral provided by any Person, and agrees that VILLAGE may proceed against any obligor and/or the collateral in such order as it shall determine in its sole and absolute discretion. VILLAGE may file a separate action or actions against Guarantor, whether action is brought or prosecuted with respect to any security or against any other Person, or whether any other Person is joined in any such action or actions. Guarantor agrees that VILLAGE and Borrower may deal with each other in connection with the Obligations or otherwise, or alter any contracts or agreements now or hereafter existing between them, in any manner whatsoever, all without in any way altering or affecting the security of this Guaranty.

(c) VILLAGE's rights hereunder shall be reinstated and revived, and the enforceability of this Guaranty shall continue, with respect to any amount at any time paid on account of the Obligations which thereafter shall be required to be restored or returned by VILLAGE upon the bankruptcy, insolvency or reorganization of any Person, all as though such amount had not been paid. The rights of VILLAGE created or granted herein and the enforceability of this Guaranty shall remain effective at all times to guarantee the full amount of all the Obligations even though the Obligations, including any part thereof or any other security or guaranty therefor, may be or hereafter may become invalid or otherwise unenforceable as against Borrower or any other guarantor of the Obligations and whether or not Borrower or any other guarantor of the Obligations shall have any personal liability with respect thereto.

(d) Guarantor expressly waives any and all defenses now or hereafter arising or asserted by reason of: (i) any disability or other defense of Borrower or any other guarantor for the Obligations with respect to the Obligations; (ii) the unenforceability or invalidity of any security for or guaranty of the Obligations or the lack of perfection or continuing perfection or failure of priority of any security for the Obligations; (iii) the cessation for any cause whatsoever of the liability of Borrower or any other guarantor of the Obligations (other than by reason of the full payment and performance of all Obligations); (iv) any failure of VILLAGE to marshal assets in favor of Borrower or any other Person; (v) any failure of VILLAGE to give notice of sale or other disposition of collateral to Borrower or any other Person or any defect in any notice that may be given in connection with any sale or disposition of collateral; (vi) any failure of VILLAGE to comply with applicable Laws in connection with the sale or other disposition of any collateral or other security for any Obligation, including, without limitation, any failure of VILLAGE to conduct a commercially reasonable sale or other disposition of any collateral or other security for any Obligation; (vii) any act or omission of VILLAGE or others that directly or indirectly results in or aids the discharge or release of Borrower or any other guarantor of the Obligations, or of any security or guaranty therefor by operation of Law or otherwise; (viii) any Law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation; (ix) any failure of VILLAGE to file or enforce a claim in any bankruptcy or other proceeding with respect to any Person; (x) the election by VILLAGE, in any bankruptcy proceeding of any Person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code; (xi) any extension of credit or the grant of any lien under Section 364 of the United States Bankruptcy Code; (xii) any use of collateral under Section 363 of the United States Bankruptcy Code; (xiii) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any Person; (xiv) the avoidance of any lien or security interest in favor of VILLAGE for any

reason; (xv) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any Person, including without limitation any discharge of, or bar or stay against collecting, all or any of the Obligations (or any interest thereon) in or as a result of any such proceeding; or (xvi) any action taken by VILLAGE that is authorized by this Section or any other provision of any Loan Document. Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Obligations.

2.3 Condition of Borrower. Guarantor represents and warrants to VILLAGE that it has established adequate means of obtaining from Borrower, on a continuing basis, financial and other information pertaining to the businesses, operations and condition (financial and otherwise) of Borrower and its assets and properties. Guarantor hereby expressly waives and relinquishes any duty on the part of VILLAGE (should any such duty exist) to disclose to Guarantor any matter, fact or thing related to the business, operations or condition (financial or otherwise) of Borrower or its assets or properties, whether now known or hereafter known by VILLAGE during the life of this Guaranty. With respect to any of the Obligations, VILLAGE need not inquire into the powers of Borrower or agents acting or purporting to act on its behalf, and all Obligations made or created in good faith reliance upon the professed exercise of such powers shall be guaranteed hereby.

2.4 Continuing Guaranty. This is a continuing guaranty and shall remain in full force and effect as to all of the Obligations until all amounts owing by Borrower to VILLAGE on the Obligations shall have been paid in full.

2.5 Subrogation; Subordination. Guarantor expressly waives any claim for reimbursement, contribution, indemnity or subrogation which Guarantor may have against Borrower as a guarantor of the Obligations and any other legal or equitable claim against Borrower arising out of the payment of the Obligations by Guarantor or from the proceeds of any collateral for this Guaranty, until all amounts owing to VILLAGE under the Obligations shall have been paid in full and all commitments to lend have been terminated or expired. In furtherance, and not in limitation, of the foregoing waiver, Guarantor hereby agrees that no payment by any Guarantor pursuant to this Guaranty shall constitute any Guarantor a creditor of Borrower. Until all amounts owing to VILLAGE under the Obligations shall have been paid in full and all commitments to lend have terminated or expired, Guarantor shall not seek any reimbursement from Borrower in respect of payments made by Guarantor in connection with this Guaranty, or in respect of amounts realized by VILLAGE in connection with any collateral for the Obligations, and Guarantor expressly waives any right to enforce any remedy that VILLAGE now has or hereafter may have against any other Person and waives the benefit of, or any right to participate in, any collateral now or hereafter held by VILLAGE. No claim which Guarantor may have against any other guarantor of any of the Obligations or against Borrower, to the extent not waived pursuant to this Section, shall be enforced nor any payment accepted until the Obligations are paid in full and all such payments are not subject to any right of recovery.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF GUARANTOR**

Guarantor hereby represents and warrants to VILLAGE as follows:

3.1 Enforceability. This Guaranty is the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

3.2 Absence of Conflicting Obligations. The making, execution, delivery and performance of this Guaranty, and compliance with its terms, do not violate any existing provision of Law; or any agreement or instrument to which Guarantor is a party or by which Guarantor or any of his assets are bound.

3.3 Consideration for Guaranty. The Guarantor acknowledges and agrees with VILLAGE that but for the execution and delivery of this Guaranty by Guarantor, VILLAGE would not have entered into the Development Agreement. The Guarantor acknowledges and agrees that the Development Agreement will result in significant benefit to the Guarantor.

**ARTICLE IV
COVENANTS OF THE GUARANTOR**

4.1 Actions by Guarantor. Guarantor shall not take or permit any act, or omit to take any act, that would: (a) cause Borrower to breach any of the Obligations; (b) impair the ability of Borrower to perform any of the Obligations; or (c) cause a Default under the Development Agreement.

4.2 Reporting Requirements. Guarantor shall furnish, or cause to be furnished, to VILLAGE such information respecting the business, assets and financial condition of Guarantor as VILLAGE may reasonably request. In addition, Guarantor shall furnish on or before __ days following the end of each calendar year, the following financial information for Guarantor and each entity in which Guarantor holds any interest: financial statements, balance sheet and income statements, net worth statements, operating statements, tax returns and such other financial information as maybe reasonably requested by Village.

**ARTICLE V
MISCELLANEOUS**

5.1 Expenses and Attorneys' Fees. Guarantor shall pay all reasonable fees and expenses incurred by VILLAGE, including the reasonable fees of counsel, in connection with the protection or enforcement of VILLAGE's rights under this Guaranty, including without limitation the protection and enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Borrower or Guarantor, both before and after judgment.

5.2 Revocation. This is a continuing guaranty and shall remain in full force and effect against Guarantor until VILLAGE receives written notice of revocation signed by Guarantor. Upon revocation by written notice, this Guaranty shall continue in full force and effect against Guarantor as to all Obligations contracted for or incurred before revocation, and as to them VILLAGE shall have the rights provided by this Guaranty as if no revocation had

occurred. Any renewal, extension, or increase in the interest rate(s) of any such Obligation, whether made before or after revocation, shall constitute an Obligation contracted for or incurred before revocation. Obligations contracted for or incurred before revocation shall also include credit extended after revocation pursuant to commitments made before revocation.

5.3 Assignability; Successors. The Guarantor's rights and liabilities under this Guaranty are not assignable or delegable, in whole or in part, without the prior written consent of VILLAGE. The provisions of this Guaranty shall be binding upon Guarantor, his successors and permitted assigns and shall inure to the benefit of VILLAGE, its successors and assigns.

5.4 Survival. All agreements, representations and warranties made herein or in any document delivered pursuant to this Guaranty shall survive the execution and delivery of this Guaranty and the delivery of any such document.

5.5 Governing Law. The parties choose and adopt the laws of the State of Wisconsin, applicable to agreements made and wholly performed within such state, to govern the interpretation, construction and enforcement of this Guaranty, the Development Agreement, and all other Loan Documents and the other instruments, agreements and documents issued pursuant to this Development Agreement.

5.6 Counterparts; Headings. This Guaranty may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The article and section headings in this Guaranty are inserted for convenience of reference only and shall not constitute a part of this Guaranty.

5.7 Notices. All communications or notices required or permitted by this Guaranty shall be in writing and shall be deemed to have been given (a) upon delivery if hand delivered, or (b) two (2) days after deposit in the United States mail, postage prepaid, or (c) upon deposit with a nationally recognized overnight commercial carrier, airbill prepaid, or (d) upon sending by email or facsimile, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Section of a change of address:

If to Guarantor:	Keith Garot 320 Main Avenue, #300 De Pere, WI 54115
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If to VILLAGE:	Village of Sister Bay, Wisconsin 2383 Maple Drive P.O. Box 769 Sister Bay, WI 54234 Attention: Village Clerk
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With a copy to:
Pinkert Law Firm LLP
454 Kentucky St,
Sturgeon Bay, WI 54235
Attention: Randall J. Nesbitt, Esq.
E-Mail: rnesbitt@pinkertlawfirm.com

5.8 Amendment. No amendment of this Guaranty shall be effective unless in writing and signed by the Guarantor and VILLAGE.

5.9 Severability. Any provision of this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Guaranty in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

5.10 Taxes. If any transfer or documentary taxes, assessments or charges levied by any governmental authority shall be payable by reason of the execution, delivery or recording of this Guaranty, Guarantor shall pay all such taxes, assessments and charges, including interest and penalties, and hereby indemnifies VILLAGE against any liability therefor.

In Witness Whereof, the undersigned has executed this Guaranty as of the day and year first above written.

Keith Garot



Sister Bay

Construction Cost Breakdown

Sewer & Water, incl. Crushing Jossart Brothers	\$365,000
Blasting Pashke	\$64,000
Roadway JF Construction	\$40,000
Pond JF Construction	\$35,000
Engineering Robert E. Lee	\$35,000
Electrical (estimated) WPS	\$20,000
	<u>\$559,000</u>

1/4/2016

STONY RIDGE DEVELOPMENT, LLC

OPERATING AGREEMENT

This Operating Agreement is executed as of the 13th day of May, 2010, by Keith E. Garot as the sole member.

WITNESSETH:

WHEREAS, the Member formed an LLC on May 13, 2010, known as Stony Ridge Development, LLC (hereinafter also referred to as "LLC"); and

WHEREAS, this Operating Agreement (the "Agreement") shall govern the rights and obligations of the Member except as may otherwise be provided in Chapter 183, Wis. Stats.;

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is agreed by and among the Member that the LLC shall operate under Chapter 183, Wis. Stats., and that the business and affairs of the LLC shall henceforth be conducted in accordance with Chapter 183 and, in addition, under the following terms and conditions:

ARTICLE 1

ORGANIZATION

Section 1.1 Formation and Name. The Members execute this Agreement to govern the LLC which shall be operated pursuant to the provisions of this Agreement and Chapter 183, Wis. Stats. The LLC shall operate under the name of Stony Ridge Development, LLC.

Section 1.2 Place of Business, Registered Office and Agent. The principal place of business and the registered office of the LLC shall be 320 Main Avenue, Suite 300, DePere, Wisconsin or at such other location as determined by the Manager. The registered agent at such address is Keith E. Garot.

Section 1.3 Purpose and Character of Business. The LLC may conduct any business or activity permissible under Chapter 183, Wis. Stats., with its principal purpose being to acquire, develop and sell real estate, and to engage in any and all general business activities related or incidental thereto.

Section 1.4 Term. The term of the LLC commenced with the filing of Articles of Organization with the Wisconsin Department of Financial Institutions on May 13, 2010 and shall continue in perpetuity, unless earlier terminated by operation of law or as provided by this Agreement.

Section 1.5 Fiscal Year. The fiscal year of the LLC shall be the calendar year.

Section 1.6 Method of Accounting. The LLC shall determine its income and expense according to the accrual basis method of accounting under generally accepted accounting principles consistently applied.

ARTICLE 2**MEMBERS**

Section 2.1 Members. The names and business addresses of the Members of the LLC are as follows:

Keith E. Garot
320 Main Avenue, Ste. 300
DePere, WI 54115

Section 2.2 Admission of Additional Members. No person (as defined in §183.0102(18), Wis. Stats.) shall be admitted as a Member of the LLC except as provided in Section 6.2 of this Agreement.

ARTICLE 3**CAPITAL CONTRIBUTIONS AND MEMBER UNITS**

Section 3.1 Capital Contributions by Members. The Members shall initially contribute \$10.00 per unit as a cash capital contribution to the LLC and any other installment or installments of cash capital contribution per unit as shall be determined by the Manager as necessary to fund the initial operations of the LLC.

Section 3.2 Return of Capital Contributions. No Member shall be entitled to the return of part or all of a capital contribution except as otherwise provided in this Agreement. No Member has the right to demand and receive property in return for his capital contribution except on dissolution where the Members are entitled to share in distributions as set forth in Article 7 of this Agreement.

Section 3.3 Capital Accounts. A separate capital account shall be maintained and established by the LLC for each Member in accordance with the provision of §§ 704(b) and 704(c) of the Internal Revenue Code of 1986, as amended ("Code") and the Regulations thereunder; provided, however, that the deficit make up provision in Regulations § 1.704-1(b)(2)(ii)(b)(3) shall not apply during operations or on liquidation of the LLC but the qualified income offset provisions in Regulations § 1.704-1(b)(2)(ii)(d) shall apply throughout the term of this Agreement.

Section 3.4 Member Interests and Units. Each Member's interest shall be represented by units to be initially established for the Members as of the date of this Agreement as follows:

<u>Member</u>	<u>Units</u>
Keith E. Garot	100

The units shall have identical rights to vote, allocation of net profit and loss, Cash Flow Distributions, and distributions on dissolution and liquidation of the LLC hereunder.

Section 3.5 Changes in Capital; Withdrawal of Capital. The Manager may at any time and from time to time determine that additional contributions of capital will be required of each Member as is deemed necessary for the operation of the LLC. Such contributions shall be made by the Members in the ratio of the units owned by each Member. Except by unanimous agreement of the holders of all units, in the event it becomes evident that their contributions are in excess of the needs of the LLC, or upon dissolution of the LLC, the capital contributions of the Members shall not be subject to full or partial withdrawal.

Section 3.6 Additional Contributions by Members. If any Member advances cash or other property to the LLC, other than the original capital contributions required of such Member, such advances shall be treated as a loan to the LLC and shall not increase the capital account of the contributing Member, unless otherwise agreed to by the holders of a majority of the units, and in such case the capital account and units of the advancing Member shall be adjusted to reflect the additional capital investment.

Section 3.7 Capital Contribution Default. If a Member defaults on any part or all of a required capital contribution hereunder the amount of the capital contribution default shall accrue interest at 12% per annum, compounded monthly, until the amount of the capital contribution in default and accrued interest thereon is fully paid or until the LLC sooner elects to exercise one of the following two remedies to resolve a Member's capital contribution default:

- a) The LLC, in the Manager's sole discretion, shall have the right to redeem and cancel that percentage of the units owned by the defaulting Member determined as follows: 150% times that percentage determined by dividing the amount of the per unit capital contribution default by the total per unit capital contribution previously made by the defaulting Member. For example, if the required capital contribution of a Member is \$2,500 per unit and a Member has contributed \$2,000 per unit then a Member shall be in default by \$500 per unit or 20% of the required capital contribution ($\$500 \div \$2,500$) and the Member's outstanding units shall be reduced by 30% ($20\% \times 150\% = 30\%$) of the units then owned by the defaulting Member. The unit reduction shall occur upon receipt of written notice signed by the Manager of the LLC exercising the remedy provided for in this paragraph a).
- b) The Manager shall have the right to force the sale of all of the defaulting Member's LLC units to the other Members by written notice to the defaulting Member. In such case, the defaulting Member shall be obligated to sell and the other Members shall have the right to purchase (pro rata based on their then units of ownership) all of the defaulting Member's units in the LLC at a purchase price per unit equal to 80% of the capital per unit previously contributed by the defaulting Member to the LLC and the purchasing Members shall also make an additional cash capital contribution to the LLC in the amount of the defaulting Member's capital contribution default per unit together with interest thereon as provided in this Section. Each of the Members shall have thirty (30) days after receipt of written notice from the Manager to exercise and close their right to purchase a pro rata portion of the defaulting Member's units under this paragraph 'b) and the purchase price shall be paid to the defaulting Member in cash at closing. Failure of any one of the other non-defaulting Members to exercise his right to purchase the defaulting Member's units on a pro rata basis hereunder shall give the purchasing

Members the right to purchase a greater percentage of the defaulting Member's units as a function of the ownership interests of the purchasing Members.

ARTICLE 4

ALLOCATIONS AND DISTRIBUTIONS

Section 4.1 Definition of Net Profit and Net Loss. "Net profit" or "net loss" means the accrual basis net income or loss of the LLC after all operating expenses and extraordinary gains or losses determined in accordance with generally accepted accounting principles.

Section 4.2 Division and Distribution of Cash Flow and Net Profit and Loss. Cash Flow Distributions (defined as cash received from operations, without deduction for depreciation, less operating expenses, debt service, capital improvements, repairs, replacements, reserves, and other expenditures) and LLC net profit or net loss, as defined in Section 4.1 of this Agreement, shall be allocated to the Members in the ratio of their units of ownership in the LLC as of the end of the fiscal year of the LLC or the effective date of dissolution of the LLC. Cash Flow Distributions shall be made to the extent and at the times which may be determined by the Manger.

Section 4.3 Effect of Transfer or Assignment During the Fiscal Year. If an LLC unit is transferred or assigned during the fiscal year, as permitted under this Agreement, the share of net profit or net loss and entitlement to Cash Flow Distributions shall be allocated between the assignor and assignee:

- a) as of the end of the month in which the LLC unit is transferred or assigned; and
- b) in proportion to the length of time during the year that the unit is deemed to be owned by the assignor and assignee during that year in accordance with the Code and Regulations.

ARTICLE 5

ADMINISTRATION AND MANAGEMENT

Section 5.1 Voting and Decisions by Members. Each Member shall have a voice in the management and conduct of the LLC as otherwise provided in this Agreement. Each unit shall have one vote on matters coming to a vote of the Members and, unless otherwise provided in this Agreement, decisions shall be made by majority vote of the units.

Voting may be in person or by proxy at a meeting duly called for such purpose. Any Member may call such meetings as are deemed necessary from time to time for the purpose of voting. Action may also be taken without a meeting, provided the requisite assent for action is obtained as indicated by each Member's signature and approval or disapproval. Any action taken by a Member, including a Member or Members designated as the Manager or Managers, shall be in a manner consistent with §§ 183.0402 and 183.0404, Wis. Stats.

Section 5.2 Manager and Authority of the Manager. One individual shall serve as the Manager of the LLC. The Members agree that Keith E. Garot shall be the initial Manager and

that he can only be dismissed by majority vote of the units. On Keith E. Garot's death or sooner resignation, removal, or legal incapacity then a new Manager shall be elected by the Members by majority vote of the units.

The Manager shall have broad authority to decide all issues which may arise under this Operating Agreement and as part of day to day management, administration, and financing of the LLC except as otherwise provided in Section 5.5.

The Manager shall not be paid any compensation by the LLC for discharge of his duties or exercise of his authority as the Manager.

Section 5.3 Books, Records and Information. At all times during the continuance of the LLC the Members shall keep or cause to be kept the records and information at the principal place of business of the LLC that are required in accordance with § 183.0405, Wis. Stats. Any Member may, upon reasonable request and at the Member's own expense, inspect and copy during ordinary business hours any LLC record required to be kept and any other LLC record, wherever located. Upon reasonable request, all Members shall provide, to the extent that the circumstances render it just and reasonable, true and full information on all things affecting the Members to any Member or to the legal representative of any Member.

Section 5.4 Bank Account. The LLC shall maintain such bank account or bank accounts as may be required at such bank or banks as may be determined by the Manager as the depository for LLC funds. All cash received belonging to the LLC shall be deposited in the bank or banks so designated. Checks shall be drawn on the LLC bank account only for LLC purposes and shall be signed by the Manager or any other individual designated by the Manager. If no Manager is so designated, checks may be signed by any Member so long as said Member is acting in furtherance of and for the purpose of conducting the day-to-day business affairs of the LLC.

Section 5.5 Limitations on Authority of the Manager. The affirmative vote by the Members holding a majority of the units shall be required in order to do any of the following, unless such authority was previously delegated by the Members to the Manager:

- a) Borrow money for or in the name of the LLC for other than an LLC purpose or utilize collateral owned by the LLC as security for such loans;
- b) Assign, transfer, pledge, compromise or release any of the claims or debts due the LLC except upon payment in full, or arbitrate or consent to the arbitration of any such claims or debts;
- c) Make, execute or deliver any assignment for the benefit of creditors;
- d) Possess LLC property for other than the LLC purpose;
- e) Amend the Articles of Organization;
- f) Issue an interest in the LLC to any Person;

- g) Accept any additional capital contribution from a Member;
- h) Allow partial or complete redemption of an interest in the LLC; or
- i) Authorize a Member or other person to do any act on behalf of the LLC that contravenes this Agreement.

ARTICLE 6

RESTRICTION ON TRANSFER; ADDITIONAL AND SUBSTITUTES MEMBERS

Section 6.1 General Restriction on Transfer or Assignment of Units. Except as otherwise provided in Section 6.3, no Member or authorized assignee may transfer or assign some or all of his LLC units to anyone other than another Member without the affirmative vote by the holders of two-thirds (2/3) of the units. In addition, any assignment of a Member's interest shall operate as follows:

- a) An authorized assignment of one or more units in the LLC entitles the assignee to receive only the Cash Flow Distributions of the LLC and to share in the allocations of net profit or net loss in which the assignor would be entitled with respect to the assigned units unless the assignee is admitted as a substituted Member under Section 6.2 of this Agreement.
- b) Except as provided in Article 7, an authorized or unauthorized assignment of all or part of an interest in the LLC shall not dissolve the LLC without further action of the Members who have not assigned their units.
- c) Unless and until the assignee becomes a substituted Member of the LLC pursuant to Section 6.2 of this Agreement, the assignee shall not be entitled to vote the assigned units or otherwise participate in the management or affairs of the business of the LLC and shall not become or exercise any rights of a Member.
- d) An assigning Member is not released from any personal liability arising under Chapter 183, Wis. Stats., as a Member of the LLC solely as a result of the assignment, whether authorized or unauthorized.
- e) A Member's interest in the LLC may be evidenced by a certificate(s) of LLC interest issued by the LLC. Subject to the limitations and requirements imposed by this Section and Section 6.2 of this Agreement, a Member's assignment of units in the LLC may be accompanied by the certificate(s) which represent the assigned interest.

Section 6.2 Additional and Substituted Members.

- a) A new Member shall only be admitted to the LLC upon an affirmative vote by the holders of two-thirds (2/3) of the units. The admission of such person shall then be reflected in the records of the LLC maintained under Section 5.3 of this Agreement. The capital contribution of any new Member, his share of the LLC net profit or net loss, and

other incidents of membership shall be determined by the holders of two-thirds (2/3) of the units and shall be set forth in a writing at the time of the new Member's admission.

- b) Except as otherwise provided in Section 6.3, an assignee who receives units in the LLC shall become a substituted Member if and only if:
- (i) The assigning Member gives the assignee such right, as evidenced by a written instrument that is dated and signed by the assigning Member, and
 - (ii) The assigning Member obtains an affirmative vote by the holders to two-thirds (2/3) of the units (other than the units being assigned) consenting to such substitution within sixty (60) days after the date of assignment.

Section 6.3 Limited Transfer of Units by Gift, on Death or Legal Incapacity. A Member may transfer some or all of his units to his spouse or descendants, or to a trust for his spouse or descendants, by lifetime gift, on death, or in the event of legal incapacity without the need for consent or approval from the Members and such transferee or assignee shall become a substituted Member in the LLC.

Section 6.4 Execution of This Agreement by Assignee or Other Successor. The transfer of units under Sections 6.2 or 6.3 shall only become effective to transfer the rights and benefits of the units to the assignee or other successor in interest when such transferee executes a counterpart of this Agreement to confirm the transferee's agreement to be bound by all of the terms and conditions of this Agreement.

ARTICLE 7

EVENT OF DISSOCIATION; DISSOLUTION AND WINDING UP

Section 7.1 Event of Dissociation. Occurrence of any of the events set forth in subsections (b), (c), and (cm) of § 183.0802(1), Wis. Stats., shall constitute an event of dissociation resulting in a Person ceasing to be a Member of the LLC. However, none of the events set forth in subsections (a), (d), (e), (f), (g), (h), (i), or (j) of § 183.0802(1), Wis. Stats., shall constitute an event of dissociation hereunder.

Section 7.2 Dissolution of LLC. The LLC shall be dissolved upon whichever of the following shall first occur:

- a) The written consent of all Members to dissolve the LLC; or
- b) Entry of a decree of judicial dissolution under § 183.0902, Wis. Stats.

Section 7.3 Winding Up and Liquidation. Upon dissolution of the LLC, the LLC shall immediately proceed to wind up its affairs and promptly liquidate the assets of the LLC and/or apply and distribute the assets or proceeds of such asset liquidation in the following order:

- a) To payment of the debts of the LLC, other than to the Members;

- b) To payment pro rata of amounts borrowed from and not repaid to Members and for credit balances in the Members' respective drawing accounts (if any); and
- c) As distributions to the Members in proportion to their capital accounts.

All Cash Flow Distributions shall cease following any event calling for dissolution under Section 7.2 or any sale of all or substantially all of the assets of the LLC.

Section 7.4 Gain or Loss on Liquidation. Any gain or loss on the disposition of LLC property in the process of liquidation of the LLC shall be credited or charged to the Members in the proportion of their units as provided in Article 4. Any property distributed in kind to a Member in the liquidation of the LLC shall be treated as though the property had been disposed of at its fair market value and the proceeds distributed to the Member to whom the property was distributed.

Section 7.5 Deficit Balance in Capital Account. A deficit balance in a Member's capital account after liquidation of the LLC shall not be repaid by the Member to the LLC.

Section 7.6 Unauthorized Withdrawal of Member. A Member may not voluntarily withdraw prior to dissolution of the LLC and receive the value of his interest without the unanimous written consent of all remaining Members.

ARTICLE 8

MISCELLANEOUS

Section 8.1 Amendments. This Agreement may only be amended by unanimous agreement of all Members. Any proposed amendment shall be submitted in writing to the Members prior to the vote and shall be incorporated into the records of the LLC when approved.

Section 8.2 Applicable Law and Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. If any provision of this Agreement shall be contrary to the laws of Wisconsin or any other applicable law, at the present time or in the future, such provision shall be deemed null and void, but this shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to comply with applicable law and this Agreement shall then be construed in such a way as will best serve the intention of the parties at the time of execution of this Agreement.

Section 8.3 Binding Effect. Except as provided to the contrary herein, the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of all the Members, their personal representatives, heirs, successors and assigns.

Section 8.4 Legal Counsel. This Agreement has been drafted by Wanezek & Jaekels, S.C. at the request of all of the Members and each Member shall consult with independent legal counsel, as deemed necessary or appropriate by each Member, to advise and consult with him prior to execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.



Keith E. Garot

DEVELOPMENT AGREEMENT
For
Allen Gokey on the Old Helm's Cottage Lot

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the Village of Sister Bay, Door County, Wisconsin, a municipal corporation ("Village"), and Allen Gokey ("Developer").

RECITALS

WHEREAS, the Village is the owner of certain property located in the Village of Sister Bay as parcel Bay Shore Drive consisting of one parcel as shown on Appendix A, a plat of survey map dated December 15, 2014 comprising approximately .236 acres ("Property"), designated as Property Identification Numbers: 181-210201A, and intends to convey said property to Allen Gokey subject to secured construction of restrooms to be dedicated to the public in the sum of \$125,000, or a cash sum in that amount.

WHEREAS, the Property is zoned B-2 Downtown Business Transition District and is depicted on the attached Exhibits A, and as listed in Section 2; plans.

WHEREAS, the parties mutually desire to establish fair and reasonable terms, conditions and requirements required by the Village for Development of the Property;

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer makes the following representations and warranties which the Village may rely upon in entering into this and all other agreements with Developer and upon which the Village may rely in granting all approvals, permits and licenses for the Development Project and in executing this Development Agreement and performing its obligations hereunder:

1. Developer is a duly organized and existing Individual in good standing under the laws of the State of Wisconsin.
2. The execution, delivery and performance of this Development Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer, and no other or further acts or proceedings of the Developer are necessary to authorize and approve the execution, delivery and performance of this Development Agreement and the matters contemplated hereby. This Development Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by the Developer and constitute the legal, valid and binding agreement and obligation of the Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.
3. There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform its obligations hereunder.

- 1
- 2 4. The Developer has at this time, and will have so long as this Development Agreement continues
- 3 in effect, project-financing commitments sufficient to provide available funds for the completion
- 4 of the Developer's obligations under this Development Agreement. The developer shall provide
- 5 evidence that those commitments exist upon the signing of this agreement.
- 6
- 7 5. The Developer shall provide written evidence that he has obtained all necessary equity and debt
- 8 financing committed to fully fund all of its obligations and building construction identified
- 9 hereunder and has performed and complied with all conditions, covenants and agreements as
- 10 required by the debt financing.
- 11
- 12 6. The Developer represents that he will make every effort to seek bids from Door County
- 13 contractors and building materials suppliers to construct the project, and will follow appropriate
- 14 bidding laws as governed by the State of Wisconsin.
- 15

SECTION 2. ZONING APPROVALS

- 17 1. The property is presently unoccupied and is located in the B-2 Downtown Business Transition
- 18 District. The Village agrees, subject to the approval by the Developer of this agreement, that the
- 19 property will receive a Zoning Permit as per the requirements of Section 66.1530 of the
- 20 Municipal Code. The Developer agrees that the primary standard to be met for the issuance of
- 21 the Zoning permit is the operation of a Mixed Use Development containing not less than 3000
- 22 square feet of commercial space on the first floor.
- 23
- 24 2. The Developer agrees to comply with all of the requirements of Municipal Code that relate to
- 25 zoning, fire and the building codes.
- 26
- 27 3. The developer agrees to comply with the architectural feature determinations made by the Plan
- 28 Commission upon their review, which shall be generally consistent with the approved plans and
- 29 drawing as specified in this Development Agreement.
- 30
- 31 4. The Developer agrees to build the project represented on the various attachments listed below.
- 32 The Village acknowledges that the exact locations of interior walls and room sizes may vary from
- 33 the attached drawings. The building and project in all its phases shall be constructed as follows:
- 34
- 35 a. The concept proposal plan sheet ____ dated _____.
- 36 b. Site plan sheet ____ dated _____.
- 37 c. Front and Rear Elevation sheet ____ dated _____.
- 38 d. Side Elevation sheet ____ dated _____.
- 39 e. Partial First Floor Plan ____ dated _____.
- 40 f. Roofing Plan dated ____ dated _____.
- 41 g. The roofing shingles shall be _____
- 42 h. The stone shall be _____
- 43 i. The building siding shall be _____ and the color shall be
- 44 _____.
- 45 j. The landscaping plan sheet ____ dated _____.
- 46 k. The storm water plan sheet ____ dated _____.
- 47

SECTION 3. PROJECT PHASING

- 48
- 49 1. The Developer acknowledges that the time period of validity for the Zoning Permit is for a period
- 50 of 36 months from the date of issuance.
- 51

2. The developer acknowledges that the time period for a building permit is under the control of the building inspector.

3. Developer acknowledges that the development will be complete by January 15, 2018.

4. Development of Public Restroom. After the closing of the transaction for developer's purchase of the .263 acres, lot 2 as identified on the attached CSM from the Village, the Village will designate a property that it owns in the Village of Sister Bay that it wants the public restroom constructed by Developer. The Village will be responsible to have utility services within 100 feet of the property line. Developer will start construction of the public restroom within nine months of Village's designation of the property where the public restroom is to be constructed. The public restroom to be constructed by the Developer for the Village will substantially be in accordance with the drawings attached to the Development Agreement as Exhibit BATH and will have a minimum of 3 male and 3 female stalls. If the Village fails to designate the property where the public restroom is to be constructed by June 1, 2017, Developer will pay Village \$125,000 for the Property by June 30, 2017. Village will hold a Mortgage on the primary residence owned by Allen Gokey, as described in the attached Mortgage documents, as security on the completion of the above described public restroom improvements.

5.

SECTION 4. OCCUPANCY PERMITS

It is expressly understood and agreed that no occupancy permits shall be issued for the regular restaurant until the Village has determined that:

1. The Developer agrees that no occupancy permit will be granted by the Village until construction is completed as shown on the site plan.

2. The Developer has paid in full all permit fees, impact fees, connection fees and reimbursement of administrative costs as required and in effect at the time of this agreement.

3. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.

4. The Developer is not in default of any aspect of this agreement.

5. As a condition for the issuance of occupancy permits for each phase, all aspects of the project must be in compliance with all applicable fire and building codes, as well as all applicable codes and regulations.

SECTION 5. RESERVATION OF RIGHTS AS TO ISSUANCE OF ZONING PERMITS

The Village reserves the right to withhold issuance of some or all zoning, building and occupancy permits if Developer is in violation of this agreement. The developer acknowledges that the issuance of building permits and fire sprinkler permits and related inspection compliance is not under the control of the Village.

SECTION 6. PUBLIC IMPROVEMENTS

Not applicable.

A. PUBLIC STREETS AND SIDEWALKS

The Developer hereby agrees that:

1. Developer will bear the cost of installation of public sidewalk, curb, gutter, and public parking across the property perimeter of the property as shown in the attached plans. The developer

1 agrees to dedicate at no cost, the necessary right of way to the Village or State in order to install
2 the new sidewalk up to six feet in width.
3

- 4 2. The Developer agrees that all construction access to the property shall be off Parkview Drive and
5 Lane. The Developer shall have ultimate responsibility for cleaning up all mud, dirt, stone or
6 debris on public streets during construction. The Village shall make a reasonable effort to require
7 the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean
8 up the same or to hold the developer who hired the contractor responsible. The Developer
9 owner shall use its best efforts to clean up the streets within twenty-four (24) hours after receiving
10 a notice from the Village. If the mud, dirt, stone or debris is not cleaned up after notification, the
11 Village will do so at the Developer's expense, at the option of the Village.
12

13 **B. SURFACE AND STORM WATER DRAINAGE**

14 The Developer hereby agrees that:

- 15 1. Prior to the start of construction of improvements, the Developer shall provide to the Village
16 written certification from the Developer's Engineer that all surface and storm water drainage
17 facilities and erosion control plans are in conformance with all federal, state, county and Village
18 regulations, guidelines, specifications, laws and ordinances, and written proof that the Village
19 Engineer has reviewed and approved the plans.
20
21 2. If required by the Wisconsin Department of Natural Resources, the developer shall provide
22 written approval by the Wisconsin Department of Natural Resources that the storm water
23 management plan meet all NR 151 and NR 216 requirements.
24
25 3. The Developer shall construct, install, furnish and provide adequate facilities as specified in the
26 attached drawings for surface and storm water drainage throughout the development with
27 adequate capacity to transmit the anticipated flow from the development and the existing flow
28 from adjacent properties, in accordance with all plans and specifications, and all applicable
29 federal, state, county and Village regulations.
30
31 4. The Developer agrees that the site grading and construction of surface and storm water drainage
32 facilities for the property in general shall be completed and accepted by the Village before any
33 occupancy permits are issued for the building. The Village will not accept the surface and storm
34 water drainage system until the entire system is installed in accordance with plans and
35 specifications to the reasonable satisfaction of the Village Administrator.
36
37

38 **C. GRADING, EROSION AND SILT CONTROL**

39 The Developer hereby agrees that:

- 40 1. Prior to commencing site grading and execution, the Developer shall provide to the Village
41 written certification from the Developer's Engineer that the plan, once implemented, shall meet
42 all federal, state, county and local regulations, guidelines, specifications, laws and ordinances,
43 including proof of notification of land disturbances to the State of Wisconsin Department of
44 Natural Resources and or the Department of Commerce and written proof that the Wisconsin
45 Department of Natural Resources and or the Department of Commerce and the Army Corps of
46 Engineers, if applicable, have approved the plans.
47
48 2. The Developer shall cause all grading, excavation, open cuts, side slopes and other land surface
49 disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation,
50 sedimentation and washing are prevented in accordance with the plans and specifications

1 reviewed and approved by the Village Engineer, the Wisconsin Department of Natural
2 Resources, and or the Department of Commerce and Army Corps of Engineers, if applicable.
3

4 **D. LANDSCAPING AND SITE WORK:**

5 The Developer hereby agrees that:

- 6 1. The Developer shall preserve existing trees, shrubbery, vines, and grasses not actually lying on
7 the drainageways, building foundation sites, driveways and parking lots by use of sound
8 conservation practices as shown on the attached plan.
- 9 2.
- 10 3. The Developer, as required by the Village, shall remove and lawfully dispose of building
11 foundation materials, destroyed trees, brush, tree trunks, shrubs and other natural growth and all
12 rubbish. The Village shall require the Developer's contractor, who is responsible for the debris,
13 to clean up the same and recycle all material or dispose of at a local recycling facility. Specific
14 construction debris that shall be recycled shall include, but not be limited to lumber, aluminum,
15 pallets, shingles and cardboard. The developer shall have ultimate responsibility for cleaning up
16 debris that has blown from building under construction. The Developer and/or subject contractor
17 shall clean up the debris within forty-eight (48) hours after receiving a notice from the Village. If
18 the debris is not cleaned up after notification, the Village will do so at the Developer's and/or
19 subject contractor's expense.
- 20
- 21 4. Landscaping, construction of rain gardens for the building and removal of unwanted items, will
22 be completed and certified as complete by the Village for the project. Any plants, trees or other
23 screening vegetation required by the development agreement shall be maintained and replaced
24 while the development agreement is in effect.

25
26
27 **E. SIGNAGE, STREET SIGNS AND TRAFFIC CONTROL**

- 28 1. The developer shall provide all traffic signage deemed necessary by the Village in connection
29 with construction and demolition. The Developer and Developer's Contractors shall not occupy
30 parking on Bay Shore Drive during the construction and demolition period. The Developer and
31 Developer's Contractors shall not obstruct traffic for more than 3 minutes without giving prior
32 notice to the Village during the construction and demolition period; the Village will grant
33 permission and schedule traffic obstructions for a duration of longer than 3 minutes for a time of
34 day that will minimize the obstruction.
- 35
- 36 3. The developer acknowledges that business related signage is not part of this approval and must
37 be applied for separately. Also that any representation of business signage on the plan sheets is
38 representative only and not approved as part of this agreement.

39
40 **F. WATER MAIN AND SANITARY SEWER MAIN SYSTEM**

41 The Developer hereby agrees that:

- 42 1. The improvements shall be constructed in accordance with the following specifications.
43
- 44 a. Village of Sister Bay Engineering Design Manual, dated June 18, 2008.
- 45 b. Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition,
46 March 1, 1988, and as amended January 1, 1992.
- 47 c. The Wisconsin Construction Site Best Management Practice Handbook for Erosion
48 Control.
- 49 d. State of Wisconsin, Department of Transportation Standard Specifications for Highway and
50 Structure Construction, 1996 and supplemental specifications or the most recent edition.

2. A sewer and water plan should be submitted to the Village Utility Department that shows where every water service line and sanitary line runs, the location of all water meters, calculations on sanitary fixture units for each metered location to enable the Utility Department to determine the impact and hook-up fees. The Developer shall install the sanitary and water connections to the Village system in accordance with the plans and specifications on file in the Village Administrator's office.

3. The developer agrees to do all the public and private infrastructure construction according to the Village's various codes including but not limited to the Utility Code, Land Division Code and the Design Standards. Upon completion of all construction the developer shall provide the Village with "as built" plans. The developer agrees that all underground piping regardless of type or location shall be marked with locating wire according to accepted standards. The developer agrees that all improvements within the public right-of-way or public easements shall be inspected by Village inspectors at the developer's expense.

G. ADDITIONAL IMPROVEMENTS

Installation of landscaping on adjacent public parking lot according to plans that the Village approves.

SECTION 7. SITE SPECIFIC REQUIREMENTS

- 1. The Developer shall maintain continuous access around the building and to any fire hydrants as required by the current Zoning Code as directed by the Fire Department and Water Utility.
- 2. The developer agrees to bury all electric, telephone and cable television lines from existing wooden poles to the building.
- 3. The lighting plan shall not allow any light trespass at the property line in excess of the standards set forth in Section 66.0809. The lighting contractor shall provide written verification of compliance before occupancy shall be granted. All pole lighting taller than eight feet in height shall conform in style to the Village standard pole and luminaire.
- 4. The liquid propane tanks shall be buried in a location approved by the Fire Department. The tanks and line locations shall be registered with Door County.
- 5. The Village agrees that the general contractor shall be allowed a temporary construction sign on the property equal to 24 square feet per side per the requirements of Section 66.0710(b)) of the Code.

SECTION 8. TIME OF COMPLETION OF IMPROVEMENTS

The improvements set forth in Section 3 above shall be completed by the Developer in total within the specific time limits from the date of this agreement being signed except as otherwise provided for in this agreement.

SECTION 9. FINAL ACCEPTANCE

Not applicable.

SECTION 10. DEDICATION OF IMPROVEMENTS

Applicable street improvements will need to be certified by the Village before acceptance.

SECTION 11. ACCEPTANCE OF WORK AND DEDICATION

Not applicable.

SECTION 12. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER

The ultimate responsibility for the proper design and installation of sewer facilities, water facilities, drainage facilities, landscaping and all other improvements are upon the Developer. The fact that the Village or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver, or relieve the Developer from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

SECTION 13. SETBACK AGREEMENT

The Village, as an adjoining property owner, agrees to allow Allen Gokey to maintain a zero foot (0) side setback on the western property boundary of the public parking lot owned by the Village.

SECTION 14. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS

Not applicable.

SECTION 15. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVAL OF CERTIFIED SURVEY MAP

Not applicable.

SECTION 16. CONSTRUCTION PERIOD FINANCIAL GUARANTEE

Not applicable.

SECTION 17. NOISE AND HOURS OF OPERATIONS

1. The Developer shall make every effort to minimize noise, dust and similar disturbances, recognizing that the project is located near existing residences. The project construction or demolition shall only occur between the hours of 7:00 a.m. and 8:00 p.m., during weekdays and Saturdays, and 9:00 a.m. and 7:00 p.m. on Sundays and national holidays. Grading, excavation, blasting, demolition, roadway construction or underground utility construction shall only occur between the hours of 8:00 a.m. and 8:00 p.m., during weekdays and Saturdays except in cases of urgent necessity in the interest of public health and safety. If the Village Administrator determines that, the public health and safety will not be impaired by these activities he/she may grant permission for such work to be done during other hours on application being made at the time the permit for the work is awarded or during the progress of the work. Blasting mats, or other established method, shall be used to prevent flying debris resulting from the blasting operation. Not less than 24 hours before blasting, the Developer and Contractor shall notify in writing all residences and businesses near the work of the Contractor's intent to blast. A copy of the written notice shall also be delivered to the Village.

2. No work shall be permitted during Marina Fest, Fall Festival or the Capture the Spirit tree lighting, nor any other published event in the Sister Bay brochure published by the Sister Bay Advancement Association.

SECTION 18. CONDITIONS OF ALL OBLIGATIONS OF THE PARTIES UNDER THIS DEVELOPMENT AGREEMENT

As a condition to each and all of the covenants, agreements and other obligations of the Village under this Development Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Development Agreement:

- a. All representations and warranties of the Developer set forth in this Development Agreement and in all agreements expressly referred to herein shall at all times be true, complete and correct;
- b. All covenants and obligations of the Developer under this Development Agreement are duly and substantially performed, observed, satisfied and paid, when and as required herein;
- c. No event of default has occurred, or with the giving of notice or lapse of time would occur;

- d. There is no material adverse change in the financial condition of the Developer, which might impair its ability to perform its obligations under this Development Agreement.

SECTION 19. DEFAULT/REMEDIES

- 1. An event of default ("Event of Default") is any of the following:
 - a. A failure by the Developer to cause substantial completion of the Development Project or any part thereof to occur pursuant to the terms, conditions and limitations of this Development Agreement; a failure of either party to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Development Agreement within thirty (30) days of notice of the failure to the Developer;
 - b. A failure by the Developer to pay any amount or when and as due to the Village within ten (10) days of notice of such failure to the Developer;
 - c. The Developer becomes insolvent or is the subject of bankruptcy, receivership or insolvency proceedings of any kind; or
 - d. The dissolution or liquidation of the Developer, or the commencement of any proceedings therefore.
- 2. Whenever an Event of Default occurs and is continuing, the non-breaching party may take any one or more of the following actions without waiving any rights or remedies available to it:
 - a. Immediately suspend its performance under this Development Agreement from the time any notice of an event of default is given until it receives assurances from the breaching party deemed adequate by the non-breaching party, that the breaching party will cure its default and continue its due and punctual performance under this Development Agreement; or
 - b. Commence legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the breaching party under this Development Agreement.
 - c. Perform or have performed all necessary work in the event the non-breaching party determines that any Event of Default may pose an imminent threat to the public health or safety, without any requirement of any notice whatsoever. In the event of a default by the Developer, the Village may use and apply all or any portion of the bond provided by the Developer under Section 16 above to cure such default.
- 3. No remedy or right conferred upon or reserved to a party in this Development Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Development Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
- 4. In the event any warranty, covenant or agreement contained in this Development Agreement should be breached by a party and thereafter waived by the other, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.
- 5. Whenever any Event of Default occurs and a party incurs attorney's fees, court costs and other such expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the other herein

1 contained, the prevailing party shall be reimbursed the actual attorney's fees, court costs and
2 other such expenses incurred by such prevailing party.
3

4 **SECTION 20. PERMITTED DELAYS**

5 Not applicable.
6

7 **SECTION 21. ADDITIONAL PROVISIONS**

8 1. No member of any governing body or other official of the Village ("Village Official") shall have
9 any financial interest, direct or indirect, in this Development Agreement, the Property or the
10 Development Project, or any contract, agreement or other transaction contemplated to occur or
11 be undertaken thereunder or with respect thereto, unless such interest is disclosed to the Village
12 and the Village Official fully complies with all conflict of interest requirements of the Village. No
13 Village Official shall participate in any decision relating to this Development Agreement, which
14 affects his or her personal interest or the interests of any corporation, partnership, or association
15 in which he or she is directly or indirectly interested. No member, official or employee of the
16 Village shall be personally liable to the Village for any event of default or breach by the
17 Developer of any obligations under the terms of this Development Agreement.
18

19 2. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in
20 and shall become a part of this Development Agreement.
21

22 3. Nothing herein shall be construed or interpreted in any way to waive any obligation or
23 requirement of the Developer to obtain all necessary approvals, licenses and permits from the
24 Village in accordance with its usual practices and procedures, nor limit or affect in any way the
25 right and authority of the Village to approve or disapprove any and all plans and specifications,
26 or any part thereof, or to impose any limitations, restrictions and requirements on the
27 development, construction and/or use of the Development Project as a condition of any such
28 approval, license or permit; including, without limitation, requiring any and all other
29 development and similar agreements.
30

31 4. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or
32 incorporated herein.
33

34 5. Descriptive headings are for convenience only and shall not control or affect the meaning or
35 construction of any provision of this Development Agreement.
36

37 6. Any notice required hereunder shall be given in writing, signed by the party giving notice,
38 personally delivered or mailed by certified or registered mail, return receipt requested, to the
39 parties' respective addresses as follows:
40

41 Village Administrator
42 Village of Sister Bay
43 2383 Maple Drive
44 Sister Bay, WI 54234
45

46 The notices or responses to Grantee shall be addressed as follows:
47 The Wild Tomato, LLC
48 PO Box 547
49 Fish Creek, WI 54212
50

51 **SECTION 22. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES**

1 The Developer shall pay and reimburse the Village promptly upon billing for all fees, expenses, costs
2 and disbursements which shall be incurred by the Village in connection with this project or relative to
3 the construction, installation, dedication and acceptance of the improvements covered by this
4 agreement, including without limitation by reason of enumeration, design, engineering, review,
5 supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by
6 Developer within forty-five (45) days of being invoiced may be charged against the financial guarantee
7 held by the Village pursuant to this agreement, or assessed against the property as a special charge
8 pursuant to §66.60(16), Wisconsin Statutes.
9

10 **SECTION 23. GENERAL INDEMNITY**

11 The Developer will indemnify and hold harmless the Village, its governing body members, officers,
12 agents, including the independent contractors, consultants and legal counsel, servants and employees
13 thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties")
14 against any loss or damage to property or any injury to or death of any person occurring at or about or
15 resulting from any breach of any warranty, covenant or agreement of the Developer under this
16 Development Agreement, and the development of the Property; provided that the foregoing
17 indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any
18 willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will
19 protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding
20 whatsoever by any person or entity whatsoever arising or purportedly arising from the action or
21 inaction of the Developer (or other persons acting on its behalf or under its direction or control) under
22 this Development Agreement, or the transactions contemplated hereby or the acquisition, construction,
23 installation, ownership and operation of the Development Project and the Property. All covenants,
24 stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to
25 be covenants, stipulations, promises, agreements and obligations of the Village and not of any
26 governing body, member, officer, agent, servant or employee of the Village. All covenants, stipulations,
27 promises, agreements and obligations of the Developer contained herein shall be deemed to be
28 covenants, stipulations, promises, agreements and obligations of the Developer and not of any of its
29 officers, owners, agents, servants or employees.
30

31 **SECTION 24. INSURANCE**

32 The Developer, its contractors, suppliers and any other individual working on the public right of way
33 shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms
34 and in the amounts as required by the Village consistent with other projects in the public right of way.
35

36 **SECTION 25. FEES AND CHARGES**

37 The Developer shall be responsible for zoning and development fees such as are applicable as of the
38 date of the development agreement. The Developer shall be responsible for any impact fees as are
39 properly levied by the Village.
40

41 **SECTION 26. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES**

42 The parties mutually agree that the Village President of the Village Board, and/or the Village Clerk,
43 entered into and are signatory to this agreement solely in their official capacity and not individually,
44 and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise
45 exist, being expressly released and/or waived.
46

47 **SECTION 27. GENERAL CONDITIONS AND REGULATIONS**

48 All provisions of the Village Ordinances are incorporated herein by reference, and all such provisions
49 shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This
50 agreement and all work and improvements required hereunder shall be performed and carried out in
51 strict accordance with and subject to the provisions of said Ordinances.

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SECTION 28. ZONING

The Village does not guarantee or warrant that the subject property of this agreement will not at some later date be rezoned, nor does the Village herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

SECTION 29. COMPLIANCE WITH CODES AND STATUTES

The Developer shall comply with all current and future applicable codes of the Village, County, State and federal government and, further, Developer shall follow all current and future lawful orders of all duly authorized employees and/or representatives of the Village, County, State or federal government.

SECTION 30. AGREEMENT FOR BENEFIT OF PURCHASERS

Not applicable.

SECTION 31. ASSIGNMENT

The Developer shall not transfer, sell or assign the property or assign this Development Agreement or its obligations hereunder without the express prior written consent of the Village until the Developer has fully complied with its obligations under this Development Agreement. Any such consent requested of the Village prior thereto may be withheld, conditioned or delayed for any reasonable reason.

SECTION 32. BINDING

This Development Agreement shall be binding upon the parties hereto and their respective representatives, successors and assigns, and any and all future owners of the Property or any portion thereof, and their respective heirs, representatives, successors and assigns.

SECTION 33. AMENDMENTS

The Village and the Developer, by mutual consent, may amend this Developer's Agreement at any meeting of the Village Board. The Village shall not, however, consent to an amendment until after first having received a recommendation from the Village's Plan Commission. The Plan Commission shall consider the amendment under the conditional use process.

SECTION 34. DURATION

The Developer acknowledges that the requirements regarding the operation and maintenance of the project as fully described above shall continue and not expire. The Developer acknowledges that the Village may from time to time establish new zoning, utility, storm water and other requirements or standards that apply to similarly situated properties which, if applicable shall apply to this project. The Developer may petition the Village Board to cancel or eliminate the requirements of the Agreement. Prior to considering the petition, the Board shall ask the Plan Commission to conduct a public hearing and make a recommendation regarding the petition. The Board may cancel the agreement if it determines that there is no further value or need for the Developer to comply with its requirements.

SECTION 35. ADDITIONAL MINIMUM ASSESSED VALUATION

The Developer will be obligated to make a minimum assessment payment in the amount of \$3937.50 to the Village annually, in addition to any taxes paid through regular assessment. This minimum assessment shall begin with an initial payment of \$3937.50 in 2016, and continue each year until 2027, with the final payment being made in 2027. The total of these additional annual payments will be \$47250.00.

1 Once developer has constructed a project assessed at a value of at least \$750,000, the annual
2 additional assessment payment of \$3937.50 will be waived by the Village in consideration of the
3 improvements made to the property.

4
5 These annual additional assessment payments in no way absolve or remove the obligation of the
6 developer to make regularly assessed tax payments to the Village or other taxing entities in the County
7 of Door.

8
9 **IN WITNESS WHEREOF**, the Developer and the Village have caused this agreement to be signed by
10 their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts
11 the day and year first above written.

12
13 **DEVELOPER**

Allen Gokey

14
15 By: _____
16 Allen Gokey

17 **STATE OF WISCONSIN**
18 **COUNTY OF DOOR**

19
20 Personally came before me this _____ day of _____, 2016, _____,
21 _____ of _____, to me known to be the person who executed the
22 foregoing instrument and to me acknowledged that he executed the foregoing instrument in such
23 capacity.

24
25 _____
26 Notary Public, State of WI
27 My commission expires: _____

28
29 **VILLAGE OF SISTER BAY**

30 _____
31 Village President

32 _____
33 Village Clerk

34
35 **STATE OF WISCONSIN**
36 **COUNTY OF DOOR**

37
38 Personally came before me this _____ day of _____, 2016, the above named
39 _____, and _____, Village Clerk, of the above-named municipal
40 corporation, to me known to be the persons who executed the foregoing instrument and to me known
41 to be such individual and Village Clerk of the municipal corporation and acknowledged that they
42 executed the foregoing instrument as such officers as the deed of the municipal corporation by its
43 authority and pursuant to the authorization by the Village Board from their meeting on the _____ day
44 of _____, 2016.

45 _____
46 Notary Public, State of WI
47 My commission expires: _____

48
49 Approved As To Form:
50 _____
51 Village Administrator

State Bar of Wisconsin Form 21-2003
MORTGAGE

Document Number

Document Name

Allen G. Gokey, a married person

("Mortgagor," whether one or more) mortgages to Village of Sister Bay, a municipal corporation

its successors or assigns ("Mortgagee," whether one or more), to secure payment of \$ 125,000.00 evidenced by a note or notes, or other obligation ("Obligation") dated even date herewith executed by Allen G. Gokey

to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in Brown County, State of Wisconsin ("Property"):

See Addendum A attached hereto and made a part hereof.

Recording Area

Name and Return Address

**Atty. Randall J. Nesbitt
 Pinkert Law Firm LLP
 P. O. Box 89
 Sturgeon Bay, WI 54235**

R-156-2

Parcel Identification Number (PIN)

This is homestead property.
 (is) (is not)

This is not a purchase money mortgage.
 (is) (is not)

1. MORTGAGOR'S COVENANTS.

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:
 none.

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against a loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. ASSIGNMENT OF RENTS. Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

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

12. SECURITY INTEREST ON FIXTURES. To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are _____;

(6) the state of organization and the organizational identification number of the debtor (if applicable) are _____;

(7) the address of the secured party is _____; and

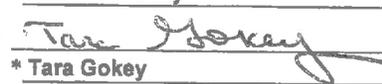
13. SINGULAR; PLURAL. As used herein, the singular shall include the plural and any gender shall include all genders.

14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated 12-10-15

_____	(SEAL)		(SEAL)
*		<u>* Allen G. Gokey</u>	
_____	(SEAL)		(SEAL)
*		<u>* Tara Gokey</u>	

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____
authenticated on _____

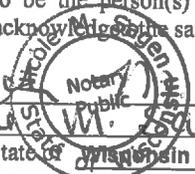
STATE OF WISCONSIN)
) ss.
BROWN COUNTY)

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

Personally came before me on 12-10-15
the above-named Allen G. Gokey and Tara Gokey

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:
Atty. Randall J. Nesbitt
Pinkert Law Firm LLP


* Nicole M. Sagen
Notary Public, State of Wisconsin
My commission (is permanent) (expires: 4/5/19)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

MORTGAGE

©2003 STATE BAR OF WISCONSIN

FORM NO. 21-2003

*Type name below signatures.

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Addendum A
to
Mortgage
Mortgagor: Allen G. Gokey
Mortgagee: Village of Sister Bay

Parcels A and B of Volume 2 Certified Survey Maps, Page 629, Map No. 664; and that part of Parcels A and C of Volume 2 Certified Survey Maps, Page 629, Map No. 664 described in Jacket 4412, Image 27 (and as corrected by an Affidavit recorded in Jacket 7343, Image 3, and Warranty Deed recorded in Jacket 10685, Image 39); EXCEPTING from Parcel C that part thereof described in Jacket 13758, Image 9; including that part of Parcel C of Volume 2 Certified Survey Maps, Page 629, Map No. 664, described in Jacket 13758, Image 10, said Certified Survey Map being located in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and a part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; in Section Twelve (12), Township Twenty-two (22) North, Range Twenty (20) East, in the Town of Rockland, Brown County, Wisconsin, and further excepting therefrom any parts thereof used for road or highway purposes.

COLLATERAL PLEDGE AGREEMENT

This Collateral Pledge Agreement (the "Agreement") is being made this 10th day of December, 2015, by and between Allen Gokey (the "Developer"), the Village of Sister Bay (the "Village") and Tara Gokey.

WHEREAS, Developer and the Village are parties to a Vacant Land Offer to Purchase dated October 11, 2015 (the "Purchase Agreement") for the Developer to purchase 2362 Mill Road from the Village (the "Property");

WHEREAS, the Developer's consideration for the Purchase Agreement is the construction of a public restroom on the property designated by the Village and the development of at least a 1,500 to 3,000 sq. ft. retail space on the Property;

WHEREAS, the Village has asked the Developer to pledge the house he owns at 5776 Ledge Crest Road in De Pere, Wisconsin (the "Security") to assure the Developer's performance under the Purchase Agreement; and

WHEREAS, Tara Gokey joins this Agreement for the limited purpose of acknowledging its terms, and waiving any interest she may now or in the future have in the Security;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree on the accuracy of the recitals set forth above, which recitals are hereby incorporated into the Agreement.
2. Pledge. Provided the Village has designated the property where the public restroom is to be constructed by June 1, 2017, the Developer pledges the Security to guaranty Developer's performance of his obligations set forth in the Purchase Agreement. This pledge is further secured by a mortgage by Developer to Village upon the Security.
3. Interest in Security. Developer and Tara Gokey represent and warrant that there are no liens or other encumbrances on the Security that would impair the value of the Security to the Village, nor will Developer or Tara Gokey allow any lien or other encumbrance to be created or placed on the Security that would impair the value of the Security to the Village without the Village's prior written consent. Notwithstanding the foregoing, Developer may sell or encumber the Security as long as the Developer provides the Village with an irrevocable standby letter of credit in the amount of \$125,000 prior to, or at the time of, the sale or encumbrance of the Security.
4. Martial Property Interest. By signing below, Tara Gokey understands and waives any martial property interest she may now or in the future have in the Security or the Developer's interest in the Property.

5. Recording. The Developer and Tara Gokey agree the Village may record this document, or a memorandum of this document, with the Brown County Register of Deeds if the Village deems it necessary to protect its interest in the Security. If the Village records this document, or a memorandum of this document, with the Brown County Register of Deeds, the Village agrees to record a document to quit claim its interest in the Security when the Developer has complied with the terms of this Agreement.

6. Notice of Default. Before the Village may foreclose on the Security for the Developer's material breach of the Purchase Agreement, the Village must provide the Developer with 30 day notice of its intent to foreclose on the Security. If the Developer cures his material breach of the Purchase Agreement, the Village is prohibited from foreclosing on the Security.

7. Term. This Agreement shall terminate on the earlier of Developer's performance of his obligations under the Purchase Agreement and January 15, 2018.

8. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and addressed to the respective parties at the addresses set forth on lines 49 and 50 of the Purchase Agreement. Notices shall be deemed to have been received if sent by Registered or Certified Mail, Return Receipt Requested, on the date specified on the Return Receipt, or if personally delivered, upon the date of delivery. To the extent any person desires to change its address for notice, it shall provide notice of such change in the manner specified herein.

9. Non-Waiver. Any waiver by a party of a breach of any term or condition of this Agreement shall not operate as a waiver to any other breach of such term or condition, nor shall the failure to enforce such provision operate as a waiver of such provision.

10. Binding Affect. This Agreement shall be binding on and inure to the benefit of the parties, and their successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles.

12. Entire Agreement. This Agreement represents the entire Agreement between the parties as it relates to the subject matter of this Agreement. This Agreement may only be modified by a written agreement signed by all parties hereto.

VILLAGE OF SISTER BAY

By: _____



Allen Gokey

Date: _____

Date: 12-10-15

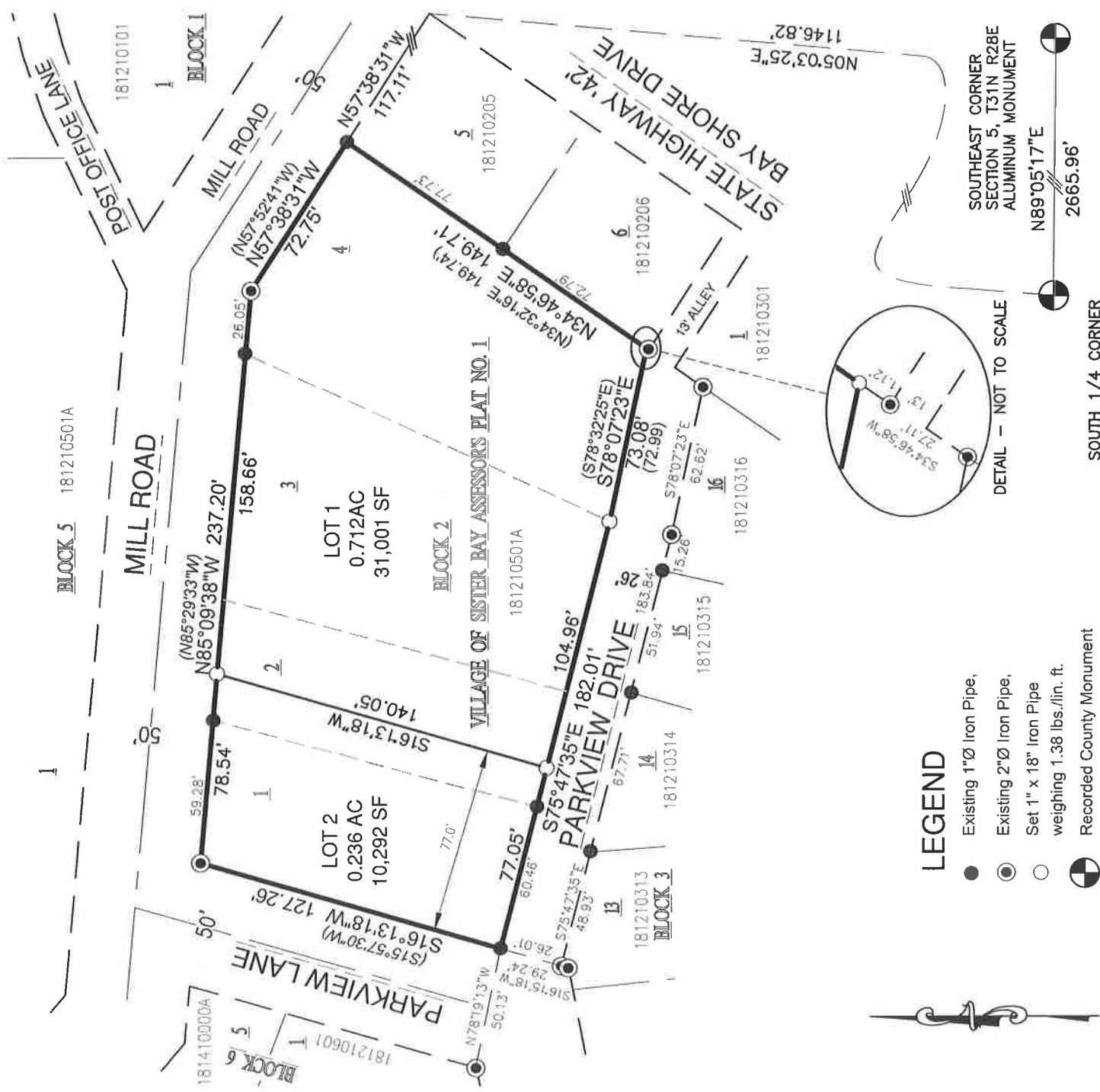


Tara Gokey

Date: 12-10-15

CERTIFIED SURVEY MAP

ALL OF LOTS 1, 2, 3 AND 4 OF BLOCK 2, VILLAGE OF SISTER BAY ASSESSOR'S PLAT NO. 1, RECORDED IN DOCUMENT NUMBER 712343, DOOR COUNTY RECORDS, LOCATED IN SECTION 5, TOWN 31 NORTH - RANGE 28 EAST, VILLAGE OF SISTER BAY, DOOR COUNTY, WISCONSIN



SCALE: 1" = 60'
0' 30' 60' 120'

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 5, T31N R28E MEASURED AS N89°05'17"E

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
PHONE: (920) 662-9641
INTERNET: www.releeinc.com FAX: (920) 662-9141

SURVEYOR'S CERTIFICATE

I, Scott M. DeBaker, Professional Land Surveyor, do here certify that by the order and under the direction of the owners listed hereon, that I have surveyed, divided and mapped all of Lots 1, 2, 3 and 4, of Block 2, Village of Sister Bay Assessor's Plat No. 1, being part of Section 5, T31N, R28E, Village of Sister Bay, Door County, Wisconsin, described as follows:

Commencing at the South One-Quarter Corner of said Section 5;
thence N05°03'25"E, 1146.82 feet to the northeast corner of Lot 5, said Block 2, Village of Sister Bay Assessor's Plat No. 1;
thence N57°38'31"W, 117.11 feet to the northeast corner said Lot 4, the POINT OF BEGINNING;
thence continuing N57°38'31"W, 72.75 feet on the north line of said Lot 4; also the southerly right of way line of Mill Road;
thence N85°09'38"W, 237.20 feet on the north line of said Lot 1, Lot 2, Lot 3 and Lot 4, also the southerly right of way line of Mill Road to the northwest Corner of said Lot 1;
thence S16°13'18"W, 127.26 feet on the west line said Lot 1, also the easterly right of way of Parkview Lane to the southwest corner said Lot 1;
thence S75°47'35"E, 182.01 feet on the south line of said Lot 1, Lot 2 and Lot 3, also the northerly right of way line of Parkview Drive;
thence S78°07'23"E, 73.08 feet on the south line of said Lot 4, also said northerly right of way line to the southeast corner of said Lot 4;
thence N34°46'58"E, 149.71 feet on the east line said Lot 4, to the Point of Beginning...
said parcel contains 0.948 acres (41,293 Square Feet) of land, more or less.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and that I have complied with the Provisions of Chapter 236.34 of the Wisconsin Statutes and Platting Regulations of the Village of Sister Bay in the surveying, mapping and dedicating of the same.

Dated this 15th day of December, 2014.



Scott M. DeBaker, RLS #2483



VILLAGE OF SISTER BAY OWNER'S CERTIFICATE

The Village of Sister Bay, a municipality duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that said municipality caused the land on this plat to be surveyed, mapped and divided as represented hereon. the Village of Sister Bay does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to for approval or objection:

Village of Sister Bay

VILLAGE PRESIDENT

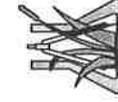
VILLAGE CLERK

CERTIFICATE OF THE VILLAGE OF SISTER BAY

Resolved that this plat which has been duly filed for approval of the Village Board of Sister Bay, Door County, Wisconsin, be and is hereby approved. I hereby certify that this is a true and correct copy of a resolution adopted by the Village board of Sister Bay on the _____ day of _____, 2014.

VILLAGE PRESIDENT

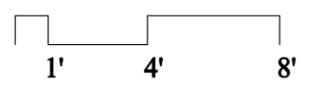
VILLAGE CLERK





1
SD4

North Elevation



Alan Gokey Development

Lot 2, Mill Road, Sister Bay, WI
 Parcel # 002200000

Revision	Date	No.
Site Plan Study	6-20-15	
Elevation Study	9-18-15	
Elevation Study	9-19-15	

Schematic Elevations

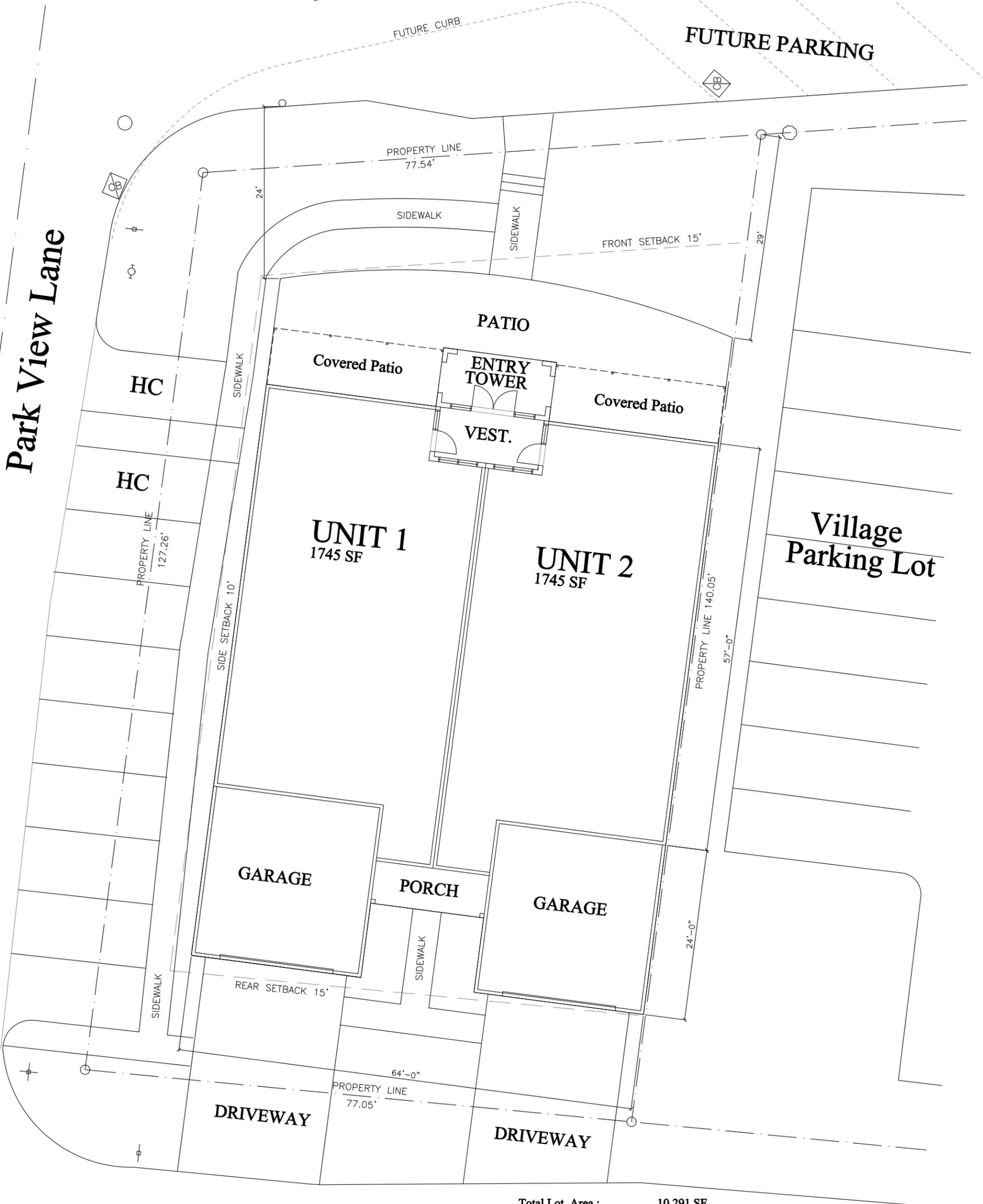
Scale: _____
 Date: _____
 Comm. No. _____
 In Charge: _____

SD4

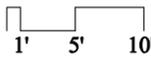
Mill Road

Park View Lane

FUTURE PARKING



1 SD2 Site Plan Scheme 1



Total Lot Area : 10,291 SF
 Ground Floor Building Area : 5150 SF
 Driveways: 650 SF
 Patio: 1000 SF
 Sidewalks: 850 SF
 Parking on Property: 580 SF
 Total Impervious Surface: 8230 SF (79.9%)
 80% Total Impervious Surface Allowed : 10291 SF x .80 = 8233 SF Allowed

Alan Gokey Development

Lot 2, Mill Road, Sister Bay, WI
 Parcel # 002200000

Revision	Date	No.
Site Plan Study	6-20-15	
Site Plan Study	12-14-15	

Site Plan Study

Scale: 1" = 10'
 Date: 6-20-15
 Comm. No.
 In Charge:



P.O. Box 987
 Sister Bay, WI 54245
 920 - 256 - 1062

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 Steven L. Thomas