

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made by and between Mark A. Pearce, Catherine A. Pearce, Rachel A. Olig, Matthew G. Pearce, and Mitchell J. Pearce (collectively, "Owners"), and the City of Sheboygan, a Wisconsin municipal corporation ("City"). In connection with the City's Southside Sanitary Sewer Interceptor Project (the "Project"), the City initiated negotiations with Owners under Wis. Stat. § 32.05(2a) for the acquisition of easement interests across a portion of the property described below, pursuant to Resolution 31-26-27, adopted by the City's Common Council on June 15, 2026, a copy of which is annexed to this Agreement as Exhibit A and incorporated by this reference. Instead of the City's acquisition of easement interests, Owners have proposed to sell, and City has agreed to purchase, the entire property on the terms stated in this Agreement.

1. Owners shall sell and convey to City, and City shall purchase from Owners, in lieu of any condemnation, all of the real property owned by Owners located on the south side of Weeden Creek Road and the east side of Moenning Road, in the Town of Wilson, Sheboygan County, Wisconsin, identified as Tax Parcel Nos. 59030454780, 59030454810, 59030454815, and 59030454782, comprising approximately 55.361 acres of vacant land, and described in the legal descriptions annexed to this Agreement as Exhibit B (the "Property"), together with all of Owners' right, title, and interest in and to all easements, rights, and appurtenances benefiting the Property.

2. There are no buildings, improvements, crops, trade fixtures, equipment, or personal property on the Property.

3. The purchase price of the Property is One Million Nine Hundred Thirty-Seven Thousand Six Hundred Thirty-Five and 00/100 Dollars (\$1,937,635.00), computed at \$35,000.00 per acre for 55.361 acres, payable in full at closing.

4. At closing, Owners shall convey the Property to City in fee simple by warranty deed, free and clear of all liens and encumbrances, except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing, constituting merchantable title. Any mortgage or other monetary lien shall be paid and released at or before closing.

5. Closing shall take place on or before August 28, 2026, at the Milwaukee office of von Briesen & Roper, s.c., or at such other place and time as may be mutually agreed by Owners and City. Owners shall deliver sole and exclusive possession of the Property to City at closing, subject only to any harvest rights preserved under paragraph 8.

6. Owners represent that, as of the date of this Agreement, Owners have no notice or knowledge of: underground or aboveground storage tanks on the Property; wells, cisterns, or septic

systems on the Property; dumpsites on, or the disposal of hazardous or toxic substances on, the Property; environmental contamination of the Property or any enforcement or remediation action relating to the Property; or the Property being within a special purpose district, such as a drainage district, having the authority to impose assessments against the Property, except as disclosed in writing to City before the date of this Agreement.

7. Owners represent that no part of the Property is enrolled in or subject to a managed forest land designation under the Managed Forest Law, a Conservation Reserve Program contract, a farmland preservation agreement or farmland preservation zoning, a conservation easement, or any similar federal, state, county, or local conservation or land use program, other than the agricultural use-value assessment of the Property, and that, except for the farm tenancy described in paragraph 8, there are no leases, cropping agreements, or other rights of use or occupancy affecting the Property that will extend beyond the date of closing.

8. The Property is subject to a farm tenancy for the 2026 crop season. City shall take title subject only to the tenant's right to harvest the tenant's 2026 crops, which right shall terminate upon completion of harvest and no later than December 15, 2026. Rents shall be prorated to the date of closing, and rents attributable to periods after closing shall be paid to City. Owners shall not extend or renew the tenancy, or enter into any new lease, cropping agreement, or other occupancy right affecting the Property, without the prior written consent of City.

9. Each Owner represents that such Owner is not a "foreign person" as defined in the Foreign Investment in Real Property Tax Act, 26 U.S.C. § 1445(f), and shall deliver at closing a customary certification of non-foreign status. All acreage and dimension figures in this Agreement and its exhibits are approximate, and the purchase price stated in paragraph 3 is a stipulated amount that shall not be adjusted based on acreage, dimensions, or any survey.

10. General property taxes for the year of closing shall be prorated to the date of closing based on the net general real estate taxes for the preceding year.

11. Special assessments, if any, levied against the Property, or for work actually commenced, before the date of this Agreement shall be paid by Owners no later than closing; all other special assessments shall be paid by City.

12. This Agreement is subject to and contingent on approval of this Agreement by the City's Common Council. The Common Council is expected to consider this Agreement at its meeting on August 17, 2026. City shall promptly notify Owners of the Common Council's action. If the Common Council fails to approve this Agreement on August 17, 2026, this Agreement shall be null and void, and neither party shall have any rights, obligations, or claims against the other arising from this Agreement or its negotiation. Except as stated in this paragraph, there are no contingencies in this Agreement.

13. Time is of the essence of all provisions in this Agreement.

14. Following execution of this Agreement, City may have access to the Property at reasonable times, upon reasonable advance notice to Owners, for surveying, staking, and non-invasive inspection by City and City's consultants, including to ascertain the environmental status of the Property.

15. Owners acknowledge that they have received the full narrative appraisal report prepared by Valbridge Property Advisors | Milwaukee, dated July 7, 2026, together with informational materials describing the rights of landowners under Wisconsin eminent domain law, including the brochure entitled *The Rights of Landowners Under Wisconsin Eminent Domain Law*, and that Owners have had the opportunity to obtain their own appraisal and to consult with counsel of their choice. Owners and City intend and agree that the sale of the Property is a voluntary sale of the entire Property made at Owners' election outside the procedures of condemnation under Wis. Stat. ch. 32, and that this Agreement and the conveyance at closing does not constitute an acquisition, jurisdictional offer, or award under Wis. Stat. ch. 32. Owners further acknowledge that the purchase price stated in paragraph 3 constitutes full payment and full and just compensation for the Property and for any and all claims arising from the acquisition.

16. Upon closing and payment in full of the purchase price, Owners, for themselves and for their heirs, personal representatives, successors, and assigns, waive and release, to the fullest extent permitted by law, any and all rights, remedies, claims, and causes of action under Wis. Stat. ch. 32 or otherwise arising out of or relating to the City's acquisition of the Property or the Project, including without limitation: (a) any right to appeal from or otherwise contest the amount paid, including under Wis. Stat. § 32.05(2a), (9), (10), or (11); (b) any right to contest the right of condemnation, the necessity of the acquisition, or the regularity of the proceedings; (c) any claim for relocation assistance, relocation payments, or replacement housing payments under Wis. Stat. §§ 32.19 to 32.27; and (d) any claim for litigation expenses under Wis. Stat. § 32.28. The deed shall not contain the appeal recital described in Wis. Stat. § 32.05(2a), and no recital in the deed or any other closing document shall be construed to create or preserve any right of appeal under Wis. Stat. ch. 32. This paragraph survives closing and the delivery and recording of the deed.

17. City shall defend and indemnify Owners from any and all liability for claims, causes of action, or other challenges brought by the Town of Wilson ("Town") against the Owners arising from or related to the Town's condemnation proceedings or otherwise concerning the Property, including reasonable attorney's fees and litigation expenses.

18. Mark A. Pearce and Catherine A. Pearce shall execute this Agreement in their individual capacity. Mark A. Pearce shall execute this Agreement as attorney-in-fact, on behalf of Rachel A. Olig, Matthew G. Pearce, and Mitchell J. Pearce. Mark A. Pearce represents and warrants that he holds a valid power of attorney from each such Owner; that each power of attorney authorizes him to execute this Agreement and all documents necessary to consummate the sale of

the Property, including the warranty deed and all closing documents; and that each power of attorney is in full force and effect and has not been revoked, suspended, or limited. Mark A. Pearce shall deliver to City a copy of each power of attorney together with Owners' executed counterpart of this Agreement, and shall deliver at closing any original or certified copy of a power of attorney required to record the warranty deed.

19. This Agreement binds and benefits the parties and their respective heirs, personal representatives, successors, and assigns; constitutes the entire agreement of the parties concerning the sale of the Property and supersedes all prior negotiations and proposals concerning the sale of the Property; may be amended only by a writing signed by Owners and City; and shall be governed by Wisconsin law. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement, and signatures delivered by facsimile or other electronic transmission, including portable document format, shall be effective as original signatures.

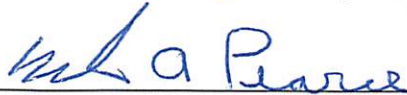
IN WITNESS WHEREOF, Owners and City have executed this Agreement as of the dates stated below.

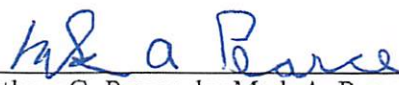
OWNERS:

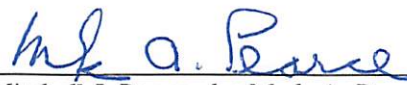
Dated: AUGUST 12, 2026.


Mark A. Pearce, individually


Catherine A. Pearce, individually


Rachel A. Olig, by Mark A. Pearce, her attorney-in-fact

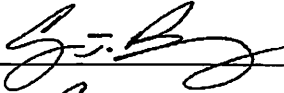

Matthew G. Pearce, by Mark A. Pearce, his attorney-in-fact


Mitchell J. Pearce, by Mark A. Pearce, his attorney-in-fact

CITY:

CITY OF SHEBOYGAN

Dated: August 12, 2026.

By: 

Name: Casey J. Bradley

Title: City Administrator

Attest: 

Name: Meredith DeBruin

Title: City Clerk

EXHIBIT A
RESOLUTION 31-26-27

OFFICE OF THE CITY CLERK
Sheboygan, Wisconsin
City Hall

I hereby certify that this is a true copy
of a document from the Common Council
proceedings of the City of Sheboygan.


City Clerk

CITY OF SHEBOYGAN
RESOLUTION 31-26-27

BY ALDERPERSONS DEKKER AND KELLY.

JUNE 8, 2026.

COUNTY CLERK
FILED
2026 JUN 23 A 11:52
SHEBOYGAN COUNTY
WISCONSIN

A RESOLUTION OF NECESSITY authorizing the City to acquire certain real property and interests in land in furtherance of the Southside Sanitary Sewer System Project.

WHEREAS, the City of Sheboygan ("City") commissioned a facilities plan for the Southside Sanitary Sewer System, which was prepared by Foth Infrastructure & Environment, LLC, originally dated July 2022 and revised February 2024 (the "Facility Plan"), to evaluate the wastewater conveyance needs of the Southside Growth Area of the City;

WHEREAS, the Facility Plan identified that the Southside Growth Area, generally bounded by Washington Avenue to the north, County Road V to the south, the U.P.R.R. to the west, and Lake Michigan to the east, requires new sanitary sewer interceptor infrastructure to convey projected peak wastewater flows of approximately 15.7 million gallons per day from anticipated residential, commercial, and industrial development to the City's Wastewater Treatment Facility;

WHEREAS, the Facility Plan evaluated three alignment alternatives and, based upon a total present worth cost analysis, environmental impact assessment, and review of cultural and natural resources, recommended Alternative 1 (the Alliant Corridor alignment) as the most cost-effective means of serving the Southside Growth Area, at an estimated total capital cost of \$38.4 million to be constructed in up to three segments (the "Project");

WHEREAS, the Facility Plan was prepared pursuant to the requirements of Chapter NR 110 of the Wisconsin Administrative Code and a public hearing on the Facility Plan was held on January 24, 2023, and the Project is to be funded in part through the State of Wisconsin Clean Water Fund loan program;

WHEREAS, the recommended alignment for the sanitary sewer interceptor traverses portions of the following properties: (a) Tax Key No. 59281472507, being part of Lot 1 of a Certified Survey Map recorded in Volume 18 of Certified Survey Maps, at Pages 65/66, as Document No. 1607248, being a redivision of Volume 11 of Certified Survey Maps, at Page 151, and also a part of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin ("Parcel 11"); and (b) Tax Key No. 59030454780, located in part of the Northwest 1/4 of Section 10, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin ("Parcel 13") (together, the "Properties"), and the City requires, across each of the Properties, (i) a permanent limited sanitary sewer easement for the installation, maintenance, replacement, and access of a sanitary sewer and appurtenant facilities, and (ii) a temporary limited sanitary sewer easement for construction access, equipment

staging, materials storage, and site restoration in connection with the installation of such facilities, which temporary limited easements shall terminate upon the earlier of completion of construction and restoration of the affected areas, or March 6, 2029, all as described and depicted in Exhibit A (legal descriptions) and Exhibit B (easement plats) attached hereto;

WHEREAS, the Common Council of the City of Sheboygan finds that the acquisition of the permanent limited sanitary sewer easements and the temporary limited sanitary sewer easements over the Properties will serve a public purpose because the permanent limited easements will enable the City to install, operate, and maintain essential sanitary sewer infrastructure to serve current and future residents and businesses of the Southside Growth Area, and the temporary limited easements will provide necessary construction access, staging, and restoration areas in connection therewith, thereby protecting public health and water quality and complying with applicable requirements of Chapter NR 110 of the Wisconsin Administrative Code;

WHEREAS, the City has statutory authority to acquire property interests for sewage purposes pursuant to Wis. Stat. §§ 62.22(1)(a) and 62.18(13), and to construct, extend, and improve sewerage facilities pursuant to Wis. Stat. §§ 66.0819(1) and 66.0821(2)(a)1., and to exercise the power of condemnation for such purposes pursuant to Wis. Stat. §§ 32.02(1) and 32.05, and the determination of necessity for such acquisition is made by the City pursuant to Wis. Stat. § 32.07(2);

WHEREAS, the Common Council has adopted a resolution making written findings in compliance with Wis. Stat. § 32.03(6)(bm) with respect to Parcel 13, and has caused such findings to be served upon the owner or owners of the property and upon the Town of Wilson prior to the adoption of this Resolution;

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

1. That the above WHEREAS clauses, including Exhibits A and B, are hereby incorporated into and made a part of this Resolution.
2. That this Resolution constitutes a determination of necessity adopted in accordance with Wis. Stat. § 32.07(2), and that the acquisition of the permanent limited sanitary sewer easements and temporary limited sanitary sewer easements over the Properties, as described in Exhibits A and B, is necessary for a public purpose, namely: (a) the permanent limited sanitary sewer easements for the installation, maintenance, replacement, and access of the Southside Sanitary Sewer Interceptor and appurtenant facilities; and (b) the temporary limited sanitary sewer easements for construction access, equipment staging, materials storage, and site restoration in connection with the installation of such facilities, which temporary limited easements shall terminate upon the earlier of (i) completion of construction and restoration of the affected areas, or (ii) March 6, 2029.

3. That the Project is necessary for the safety, health, welfare, and convenience of the public in the City of Sheboygan, and the acquisition of the easement interests described herein is required to further the provision of sanitary sewer service to the Southside Growth Area.
4. That the Common Council hereby authorizes and directs the Mayor, City Clerk, City Attorney, and such other City officials as may be appropriate to take all actions necessary to acquire the easement interests identified in Exhibits A and B in accordance with Wis. Stat. ch. 32.
5. That the required easement interests, as identified in Exhibits A and B, shall be acquired in the name of the City of Sheboygan.
6. That this Resolution shall take effect upon passage and publication as required by law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

June 15, 2026

Presiding Officer



Ryan Sorenson, Mayor, City of
Sheboygan

Attest



Meredith DeBruin, City Clerk, City of
Sheboygan

Published June 22, 2026.

Certified June 16, 2026 to - Atty.; Fin. Dir.; CA.; Planning; DPW; Eng.; Wastewater

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY INTERESTS

PARCEL 11: Tax ID 59281472507

PERMANENT SANITARY SEWER EASEMENT:

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

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

Said Lands contain 0.348 acres more or less.

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

TEMPORARY LIMITED SANITARY SEWER EASEMENT:

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

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

Said Lands contain 0.036 acres more or less.

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

PARCEL 13: Tax ID 59030454780

PERMANENT SANITARY SEWER EASEMENT:

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

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

Said Lands contain 0.871 acres more or less.

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

TEMPORARY LIMITED SANITARY SEWER EASEMENT:

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

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

Said Lands contain 0.937 acres more or less.

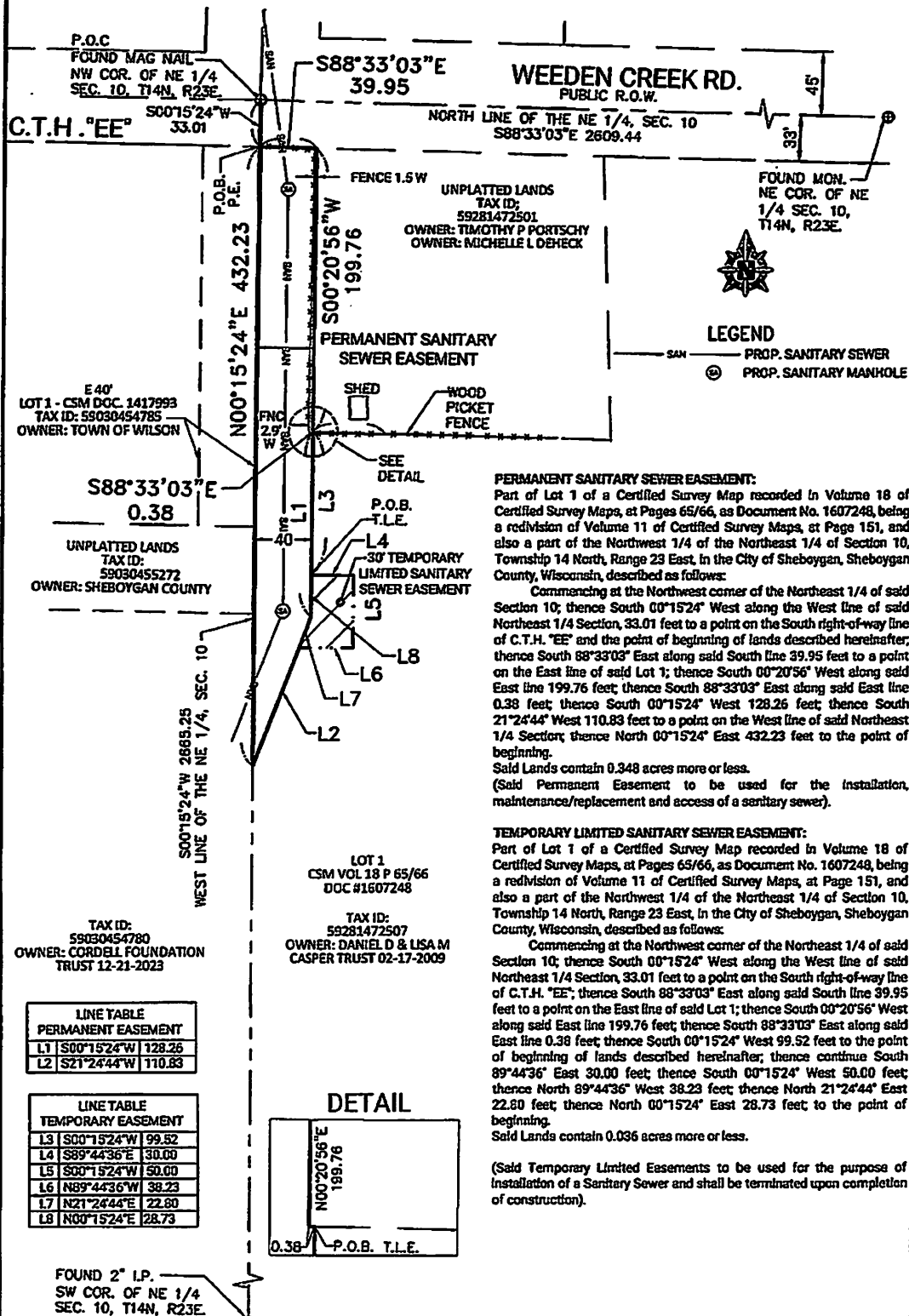
Said Temporary Limited Easement to be used for the purpose of installation of a sanitary sewer and shall be terminated upon the earlier of (i) completion of construction and restoration of the affected areas, or (ii) March 6, 2029.

EXHIBIT B
EASEMENT PLATS

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

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

EASEMENT EXHIBIT 11



PROJECT ID: 0024S042.01

SHEET:

1 OF 1

0 40 80

OWNER:

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

SURVEYED BY

JDS

05/27/24

PREPARED BY

FXA

04/25/25

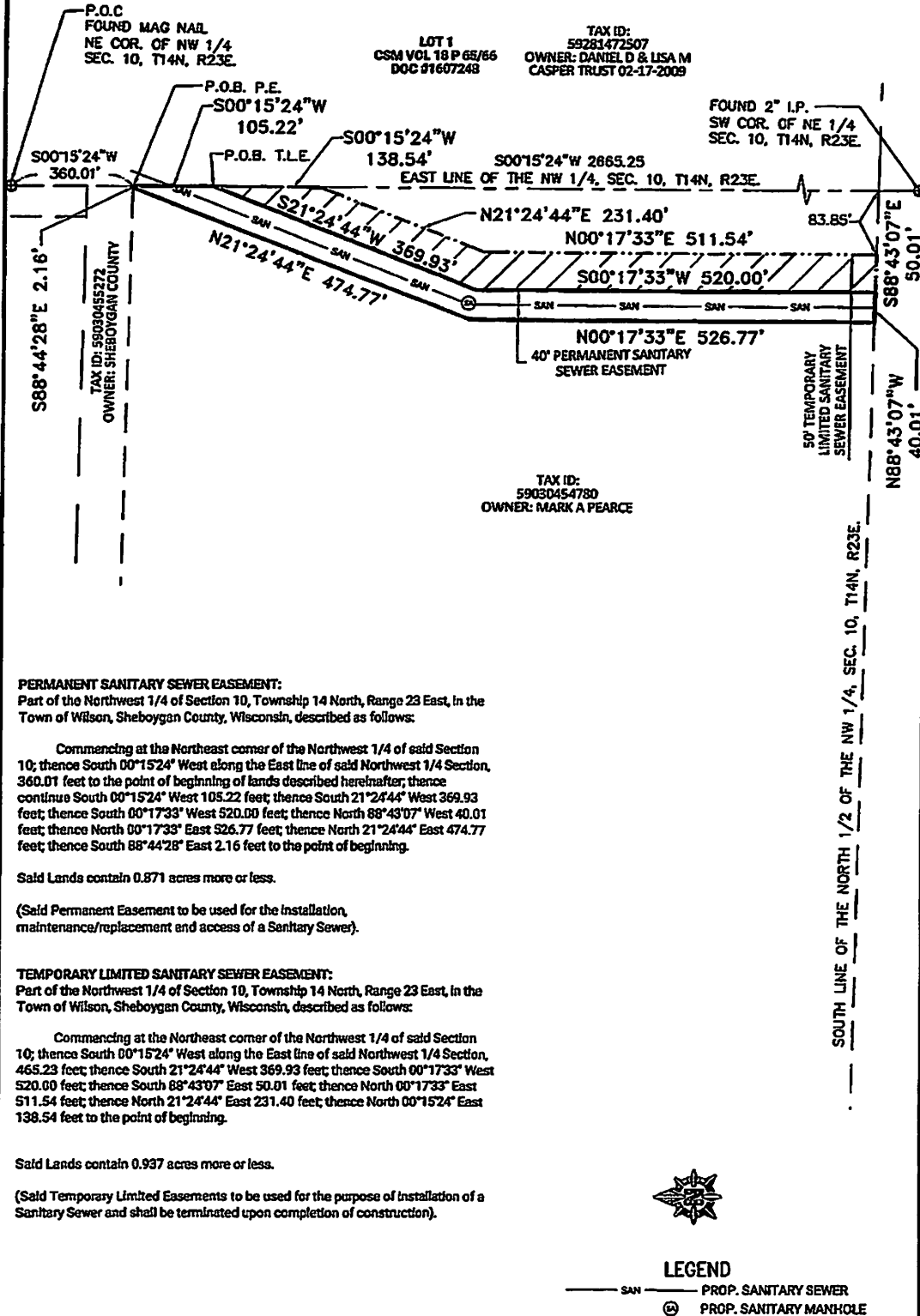
CHECKED BY

TDC

04/25/25

Foth Infrastructure & Environment, LLC
7544 S. Ballpark Dr. Suite 200
Franklin, WI 53132
Phone: 414-334-7900

EASEMENT EXHIBIT 13



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

PROJECT ID: 0024S042.01		OWNER:	BY	DATE	 Foth Infrastructure & Environment, LLC 7044 S. Ballpark Dr., Suite 200 Scottsdale, AZ 85262 Phone: 484-336-7200
SHEET:		CITY OF SHEBOYGAN 828 CENTER AVE., STE 105. SHEBOYGAN, WI 53081	SURVEYED BY	JDS 05/27/24	
			PREPARED BY	FXA 06/25/25	
			CHECKED BY	AJM 06/25/25	
1 OF 1			REVISION	FXA 01/13/26	

EXHIBIT B
LEGAL DESCRIPTION

The Property consists of the following four tax parcels, each located in the Town of Wilson, Sheboygan County, Wisconsin.

Vacant Land—Town of Wilson

Parcel 1.A.: That part of the following described not in the Sanitary District: The Northeast Quarter (NE-1/4) of the Northwest Quarter (NW-1/4) of Section Ten (10), Township Fourteen (14) North, Range Twenty-three (23) East, Town of Wilson, Sheboygan County, Wisconsin,

EXCEPT commencing Six hundred fifty-eight (658.00) feet West of the North Quarter (N-1/4) post; thence West Two hundred fifty (250.00) feet; thence South Zero (00) degrees Fifty-eight (58) minutes Ten (10) seconds East, Three hundred (300.00) feet; thence East Two hundred fifty (250.00) feet; thence North Zero (00) degrees Fifty-eight (58) minutes Ten (10) seconds West, Three hundred (300.00) feet to the point of beginning;

EXCEPT that part conveyed to Sheboygan County by Volume 1255 of Records, Pages 148/9.

Tax Parcel No. 59030-454780

* * *

Parcel 1.B.: That part of the following described in the Sanitary District: The Northeast Quarter (NE-1/4) of the Northwest Quarter (NW-1/4) of Section Ten (10), Township Fourteen (14) North, Range Twenty-three (23) East, Town of Wilson, Sheboygan County, Wisconsin,

EXCEPT commencing Six hundred fifty-eight (658.00) feet West of the North Quarter (N-1/4) post; thence West Two hundred fifty (250.00) feet; thence South Zero (00) degrees Fifty-eight (58) minutes Ten (10) seconds East, Three hundred (300.00) feet; thence East Two hundred fifty (250.00) feet; thence North Zero (00) degrees Fifty-eight (58) minutes Ten (10) seconds West, Three hundred (300.00) feet to the point of beginning;

EXCEPT that part annexed to the City of Sheboygan by File #1173003;

EXCEPTING commencing South Zero (00) degrees Fifteen (15) minutes Twenty-four (24) seconds West, Thirty-three and one hundredth (33.01) feet from the North Quarter (1/4) corner of said Section; thence North Eighty-eight (88) degrees Forty-four (44) minutes Twenty-eight (28) seconds West, Six hundred fifty-seven and ninety-six hundredths (657.96) feet; thence South Zero (00) degrees Eleven (11) minutes Twenty-two (22) seconds West, Two hundred sixty-eight and ninety-nine hundredths (268.99) feet; thence South Eighty-eight (88)

degrees Forty-four (44) minutes Twenty-eight (28) seconds East, Six hundred fifty-seven and sixty-five hundredths (657.65) feet; thence North Zero (00) degrees Fifteen (15) minutes Twenty-four (24) seconds East, Two hundred sixty-eight and ninety-nine hundredths (268.99) feet to the point of beginning;

EXCEPT the North 33 feet of the afore described;

EXCEPT that part conveyed to Sheboygan County as described in a *Trustee's Deed* dated April 17, 2024, and recorded in the Sheboygan County Register of Deeds on May 30, 2024, as Document No. 2164325.

Tax Parcel No. 59030-454781 (2024)

Tax Parcel No. 59030-454782 (for tax year 2025)

Parcel 1.C.: That part of the following described not in the Sanitary District: The Northwest Quarter (NW-1/4) of the Northwest Quarter (NW-1/4) of Section Ten (10), Township Fourteen (14) North, Range Twenty-three (23) East, Town of Wilson, Sheboygan County Wisconsin,

EXCEPT commencing Six hundred nineteen and twenty-five hundredths (619.25) feet South of the Northwest corner of said Section; thence North Eighty-eight (88) degrees Twenty-eight (28) minutes East, Two hundred fifty (250.00) feet; thence South One hundred fifty (150.00) feet; thence South Eighty-eight (88) degrees Twenty-five (25) minutes West, Two hundred fifty (250.00) feet to the West line of said Section Ten (10); thence North One hundred fifty (150.00) feet to the point of beginning;

EXCEPT the West Two hundred fifty (250.00) feet of the South Three hundred (300.00) feet of the Northwest Quarter (NW-1/4) of the Northwest Quarter (NW-1/4);

EXCEPT the North Three hundred (300.00) feet of the West Seven hundred seventy-five (775.00) feet of the Northwest Quarter (NW-1/4) of the Northwest Quarter (NW-1/4);

EXCEPT commencing One thousand thirty-one and seventy-six hundredths (1,031.76) feet South and South Eighty-nine (89) degrees Zero (00) minutes Thirteen (13) seconds East, Four hundred ninety (490.00) feet from the Northwest corner of the Northwest Quarter (NW-1/4); thence South Eighty-nine (89) degrees Thirteen (13) seconds East, One hundred twenty (120.00) feet; thence South Three hundred (300.00) feet; thence North Eighty-nine (89) degrees Thirteen (13) seconds West, Three hundred sixty (360.00) feet; thence North Three hundred (300.00) feet; thence South Eighty-nine (89) degrees Thirteen (13) seconds East, Two hundred forty (240.00) feet to the point of beginning;

EXCEPT commencing Nine hundred sixty-five and seventy-six hundredths (965.76) feet South of the Northwest corner of said Section; thence South Eighty-nine (89) degrees Thirteen (13) seconds East, Six hundred ten (610.00) feet; thence South Sixty-six (66.00) feet; thence North Eighty-nine (89) degrees Thirteen (13) seconds West, Six hundred ten (610.00) feet; thence North Sixty-six (66.00) feet to the point of beginning;

EXCEPT that part conveyed to Sheboygan County by Volume 1255 of Records, Pages 148/9.

Tax Parcel No. 59030-454810

Parcel 1.D.: That part of the following described in the Sanitary District: The Northwest Quarter (NW-1/4) of the Northwest Quarter (NW-1/4) of Section Ten (10), Township Fourteen (14) North, Range Twenty-three (23) East, Town of Wilson, Sheboygan County, Wisconsin,

EXCEPT commencing Six hundred nineteen and twenty-five hundredths (619.25) feet South of the Northwest corner of said Section; thence North Eighty-eight (88) degrees Twenty-eight (28) minutes East, Two hundred fifty (250.00) feet; thence South One hundred fifty (150.00) feet; thence South Eighty-eight (88) degrees Twenty-five (25) minutes West, Two hundred fifty (250.00) feet to the West line of Section Ten (10); thence North One hundred fifty (150.00) feet to the point of beginning;

EXCEPT the West Two hundred fifty (250.00) feet of the South Three hundred (300.00) feet of the Northwest Quarter (NW-1/4) of the Northwest Quarter (NW-1/4);

EXCEPT commencing One thousand thirty-one and seventy-six hundredths (1,031.76) feet South and South Eighty-nine (89) degrees Zero (00) minutes Thirteen (13) seconds East, Four hundred ninety (490.00) feet from the Northwest corner of the Northwest Quarter (NW-1/4); thence South Eighty-nine (89) degrees Thirteen (13) seconds East, One hundred twenty (120.00) feet; thence South Three hundred (300.00) feet; thence North Eighty-nine (89) degrees Thirteen (13) seconds West, Three hundred sixty (360.00) feet; thence North Three hundred (300.00) feet; thence South Eighty-nine (89) degrees Thirteen (13) seconds East, Two hundred forty (240.00) feet to the point of beginning;

EXCEPT commencing Nine hundred sixty-five and seventy-six hundredths (965.76) feet South of the Northwest corner of said Section; thence South Eighty-nine (89) degrees Thirteen (13) seconds East, Six hundred ten (610.00) feet; thence South Sixty-six (66.00) feet; thence North Eighty-nine (89) degrees Thirteen (13) seconds West, Six hundred ten (610.00) feet; thence North Sixty-six (66.00) feet to the point of beginning;

EXCEPT that part conveyed to Sheboygan County by Volume 1255 of Records, Pages 148/9;

EXCEPT that part annexed to the City by File #1370335;

EXCEPT commencing at the Northwest corner of said Section; thence South along the West line of the Northwest Quarter (NW-1/4) of said Section, Eight hundred seventy and seventy-six hundredths (870.76) feet to the point of beginning; thence South Ninety-five (95.00) feet to the North line of a Certified Survey Map recorded in Volume 4, Page 250; thence South Eighty-nine (89) degrees Zero (00) minutes Thirteen (13) seconds East along said North line, Two hundred fifty (250.00) feet; thence North Ninety-five (95.00) feet; thence North Eighty-nine (89) degrees Zero (00) minutes Thirteen (13) seconds West, thence South Two hundred fifty (250.00) feet to the point of beginning;

EXCEPT that part annexed to the City by Volume 1986, Pages 239/42, #1635634;

EXCEPT commencing Seven hundred sixty-nine and twenty-five hundredths (769.25) feet, more or less, South of the Northwest corner of said Section Ten (10); thence North Eighty-eight (88) degrees Twenty-eight (28) seconds East, Two hundred fifty (250.00) feet; thence South One hundred one and five tenths (101.5) feet, more or less; thence South Eighty-nine (89) degrees Zero (00) minutes Thirteen (13) seconds West, Two hundred fifty (250.00) feet; thence North One hundred one and five tenths (101.5) feet, more or less, to the point of beginning;

EXCEPT that part conveyed to Sheboygan County as described in *Trustee's Deed* dated April 17, 2024, and recorded in the Sheboygan County Register of Deeds on May 30, 2024, as Document No. 2164326;

EXCEPT that part conveyed to Sheboygan County as described in *Trustee's Deed* dated April 17, 2024, and recorded in the Sheboygan County Register of Deeds on July 24, 2024, as Document No. 2166463.

Tax Parcel No. 59030-454812

Tax Parcel No. 59030-454815 (2025)

LIMITED POWER OF ATTORNEY

For Real Estate Matters

1. **Appointment of Agent.** I, the undersigned Principal, appoint **Mark A. Pearce** as my Agent for the limited purpose below.

2. **Property.** This document applies to the following Properties in which I have an ownership interest:

Legal Description: Please see attached.

PIN: 59030-454780, 59030-454782, 59030-454810, and 59030-454815

3. **Limited Authority.** I grant my Agent the authority to act for me and on my behalf to effect the care, maintenance, leasing and/or conveyance of the Properties, including any personal property located there, as set forth in §§ 244.44 and 244.45, Wis. Stats.

3. **Limited Authority.** We grant our Agent the authority to act for us and on our behalf to effect the care, maintenance, leasing and/or conveyance of the Properties, including any personal property located there, as set forth in §§ 244.44 and 244.45, Wis. Stats.

4. **Duration.** This Limited Power of Attorney is effective immediately, is durable, and shall remain in effect until I no longer have an ownership interest in the Properties or until I have personally revoked this document in a written notice delivered to my Agent. Any subsequent physical or mental disability, incapacity or incompetency shall not affect this Limited Power of Attorney or diminish the authority of my Agent.

5. **Reliance.** Anyone who receives the original, a legible photocopy or an electronic copy of this document may presume it to be valid and act under it, unless that person knows that this Power of Attorney has been terminated or is otherwise invalid. Refusal to accept an acknowledged power of attorney in violation of applicable law could subject a person to legal action, including costs and reasonable attorney fees, pursuant to § 244.20, Wis. Stats.

6. **Governing Law.** This document shall be construed pursuant to the Uniform Power of Attorney for Finances and Property Act, Chapter 244 of the Wisconsin Statutes, as the same may be hereafter amended or re-created.

[remainder of this page intentionally left blank]

7. **Agent Acceptance & Signature.** By accepting or acting under the appointment as Agent, the undersigned assumes the fiduciary and other legal responsibilities of an agent and will act in good faith for the Principal's benefit.

Agent: Mark A. Pearce
Mark A. Pearce
413 Rustic Road
Plymouth, WI 53073

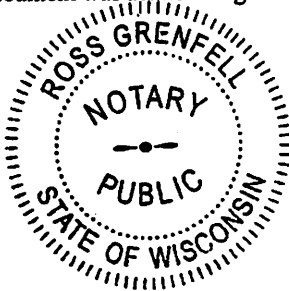
8. **Principal's Signature.** I sign this instrument on the date indicated below.

Signature: Matthew G. Pearce Dated: 07/24/, 2026
Matthew G. Pearce, Principal
W130 N11832 Harvest Ridge
Germantown, WI 53022

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

This document was acknowledged before me on July 24th, 2026, by Matthew G. Pearce.



Ross Grenfell (print name)
Notary Public, State of Wisconsin
My commission is permanent (expires: 05/17/2029).

DRAFTED BY:

Attorney Michael J. Bauer
HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081-3174
Telephone: (920) 457-8400
Facsimile: (920) 457-8411
Email: mike.bauer@hopplaw.com

LIMITED POWER OF ATTORNEY
For Real Estate Matters

1. **Appointment of Agent.** I, the undersigned Principal, appoint **Mark A. Pearce** as my Agent for the limited purpose below.

2. **Property.** This document applies to the following Properties in which I have an ownership interest:

Legal Description: Please see attached.

PIN: 59030-454780, 59030-454782, 59030-454810, and 59030-454815

3. **Limited Authority.** I grant my Agent the authority to act for me and on my behalf to effect the care, maintenance, leasing and/or conveyance of the Properties, including any personal property located there, as set forth in §§ 244.44 and 244.45, Wis. Stats.

3. **Limited Authority.** We grant our Agent the authority to act for us and on our behalf to effect the care, maintenance, leasing and/or conveyance of the Properties, including any personal property located there, as set forth in §§ 244.44 and 244.45, Wis. Stats.

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5. **Reliance.** Anyone who receives the original, a legible photocopy or an electronic copy of this document may presume it to be valid and act under it, unless that person knows that this Power of Attorney has been terminated or is otherwise invalid. Refusal to accept an acknowledged power of attorney in violation of applicable law could subject a person to legal action, including costs and reasonable attorney fees, pursuant to § 244.20, Wis. Stats.

6. **Governing Law.** This document shall be construed pursuant to the Uniform Power of Attorney for Finances and Property Act, Chapter 244 of the Wisconsin Statutes, as the same may be hereafter amended or re-created.

[remainder of this page intentionally left blank]

7. **Agent Acceptance & Signature.** By accepting or acting under the appointment as Agent, the undersigned assumes the fiduciary and other legal responsibilities of an agent and will act in good faith for the Principal's benefit.

Agent: Mark A. Pearce
Mark A. Pearce
413 Rustic Road
Plymouth, WI 53073

8. **Principal's Signature.** I sign this instrument on the date indicated below.

Signature: Mitchell J. Pearce Dated: 07/21/, 2026
Mitchell J. Pearce, Principal
225 Slater Road
Lewisville, NC 27023

ACKNOWLEDGMENT

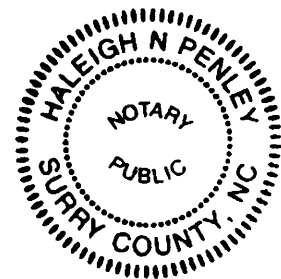
STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

This document was acknowledged before me on July 21st, 2026, by **Mitchell J. Pearce**.

Haleigh N. Penley
Haleigh N Penley (print name)
Notary Public, State of North Carolina
My commission is permanent (expires: April 26th, 2031).

DRAFTED BY:

Attorney Michael J. Bauer
HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081-3174
Telephone: (920) 457-8400
Facsimile: (920) 457-8411
Email: mike.bauer@hopplaw.com



LIMITED POWER OF ATTORNEY

For Real Estate Matters

1. **Appointment of Agent.** I, the undersigned Principal, appoint **Mark A. Pearce** as my Agent for the limited purpose below.

2. **Property.** This document applies to the following Properties in which I have an ownership interest:

Legal Description: Please see attached.

PIN: 59030-454780, 59030-454782, 59030-454810, and 59030-454815

3. **Limited Authority.** I grant my Agent the authority to act for me and on my behalf to effect the care, maintenance, leasing and/or conveyance of the Properties, including any personal property located there, as set forth in §§ 244.44 and 244.45, Wis. Stats.

3. **Limited Authority.** We grant our Agent the authority to act for us and on our behalf to effect the care, maintenance, leasing and/or conveyance of the Properties, including any personal property located there, as set forth in §§ 244.44 and 244.45, Wis. Stats.

4. **Duration.** This Limited Power of Attorney is effective immediately, is durable, and shall remain in effect until I no longer have an ownership interest in the Properties or until I have personally revoked this document in a written notice delivered to my Agent. Any subsequent physical or mental disability, incapacity or incompetency shall not affect this Limited Power of Attorney or diminish the authority of my Agent.

5. **Reliance.** Anyone who receives the original, a legible photocopy or an electronic copy of this document may presume it to be valid and act under it, unless that person knows that this Power of Attorney has been terminated or is otherwise invalid. Refusal to accept an acknowledged power of attorney in violation of applicable law could subject a person to legal action, including costs and reasonable attorney fees, pursuant to § 244.20, Wis. Stats.

6. **Governing Law.** This document shall be construed pursuant to the Uniform Power of Attorney for Finances and Property Act, Chapter 244 of the Wisconsin Statutes, as the same may be hereafter amended or re-created.

[remainder of this page intentionally left blank]

7. **Agent Acceptance & Signature.** By accepting or acting under the appointment as Agent, the undersigned assumes the fiduciary and other legal responsibilities of an agent and will act in good faith for the Principal's benefit.

Agent: Mark A. Pearce
Mark A. Pearce
413 Rustic Road
Plymouth, WI 53073

8. **Principal's Signature.** I sign this instrument on the date indicated below.

Signature: Rachel A. Olig
Rachel A. Olig, Principal
2448 Riverdale Avenue
Sheboygan, WI 53081

Dated: 7-18-2026, 2026

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

This document was acknowledged before me on 07/18, 2026, by **Rachel A. Olig**.

Pratik Banjade
PRATIK BANJADE (print name)
Notary Public, State of Wisconsin
My commission is permanent (expires: Feb 10, 2030).

DRAFTED BY:

Attorney Michael J. Bauer
HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081-3174
Telephone: (920) 457-8400
Facsimile: (920) 457-8411
Email: mike.bauer@hopplaw.com

