

**DEVELOPMENT AGREEMENT
BETWEEN
OSCAR APARTMENTS LLC
AND THE CITY OF SHEBOYGAN**

THIS DEVELOPMENT AGREEMENT (the "Agreement"), is made and entered into as of the 2nd day of January, 2019 by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City"), and Oscar Apartments LLC, a Missouri limited liability company with its principal offices located at 8451 Maryland Avenue, St. Louis, MO 63105 (hereinafter "Developer").

RECITALS

The City is in process of establishing Tax Increment District ("TID #20"), in accordance with Section 66.1105, Wis. Stats. (the "Tax Increment Law"), in order to provide a viable method of financing eligible project costs within the district for appropriate private development, which will contribute to the overall development of the City.

The Developer proposes to build a 248-unit multi-family development targeted at providing rental housing units to the City.

The City is authorized by Section 66.1105(3)(e), Wis. Stats, as amended, to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the Project for TID #20.

The Project to be undertaken by the Developer, as described herein, is of particular importance to the City and will provide new housing units in the City.

The Project Plan will include "Development Incentive Payments" as eligible project costs for purposes of carrying out the Project Plan.

The City proposes to enter into this Development Agreement with the Developer to achieve the objectives of TID #20 and to facilitate the implementation of TID #20 Project Plan. The City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the continued development in accordance with this Agreement.

Developer has acquired real property within TID #20 and intends to develop the property by constructing new multi-family buildings at an estimated cost of \$45,000,000 (the "Project").

It is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the development and thereby promote the sound redevelopment of the area of South 15th Street that has historically been used for industrial purposes in an otherwise residential area.

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 hereto agree as follows:

ARTICLE I. DEFINITIONS

1.1 Definitions. All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

“Agreement” or *“Development Agreement”* means this Agreement, as the same may be from time to time modified, amended or supplemented.

“Contribution Deadline” means the year in which closure and dissolution of the District occurs as set forth in the Project Plan.

“Developer” means Oscar Apartments LLC and its permitted successors and assigns.

“Development” means the overall construction of an approximately 230,000 square multi-family apartment complex consisting of four residential buildings with 248 units and appurtenant buildings adjacent to S. 15th Street.

“Development Incentive Payments” means the property tax increment payments made to the Developer by the City pursuant to this Agreement.

“Events of Default” means any of the events described in Section 9.1 hereof.

“Plans and Specifications” means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

“Project” means the development proposed by Developer herein for construction of a new multi-family apartment complex consisting of four buildings and 248 units, located on the property described on Exhibit “A” (the “Property”).

“Tax Increment Revenue” means the tax increment (as defined in Section 66.1105(2)(i), Wis. Stats.) generated by the Property.

“TID Project Plan” means the Project Plan for Tax Incremental Financing District No. 20 (“TID #20”) of the City of Sheboygan, Wisconsin.

ARTICLE II. OVERVIEW OF THE PROJECT

2.1 Project Overview. The Project consists of the construction of new multi-family buildings of approximately 230,000 square foot at a total estimated cost of \$45,000,000 with associated parking located on the property described on Exhibit "A" and pursuant to the plans in Exhibit "B." Construction is to commence in approximately May 2020 and completed for opening by November, 2021. Cost for this construction is estimated to be \$45,000,000.

ARTICLE III. CONSTRUCTION SCHEDULE

3.1 Construction Schedule. Unless the parties agree in writing to a change, the construction schedule for the Project will be carried out as follows:

Site Plan Approval:	completed
Creation of TID:	March 31, 2020
Issuance of the Building Permits:	April 1, 2020
Start Construction:	April 15, 2020
Substantial Completion:	October 15, 2021

3.2 Default. Failure to substantially complete construction of the Project by the date agreed to in this document (or as amended by the parties in writing) is an event of default pursuant to Section 10.1(A) of this Agreement.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

4.1 Developer's Representations and Warranties. The Developer makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with the Developer and granting all approvals, permits and licenses for the Project.

(A) Developer is a duly organized and existing limited liability company in current status under the laws of the State of Missouri.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of 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.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Developer has sufficient funds through equity investment in Developer and through lending sources for the completion of the Project. Developer shall provide evidence thereof satisfactory to the City prior to the issuance by the City of any building permits, and from time to time upon the reasonable request of the City. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition.

(E) Developer is/will be the owner of the Property. The Project to be constructed will be fully subject to taxation under Wisconsin Property Tax Laws. Developer, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under Property Tax Laws.

ARTICLE V. UNDERTAKINGS OF THE DEVELOPER

5.1 Compliance with Codes, Plans and Specifications, Etc. The building(s) and other improvements to be constructed upon the Property, the construction thereof, and their uses shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement, the Development Plan and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. All plans for each aspect of the work must be approved by the City (which may delegate such approvals to its staff in accordance with City codes, ordinances and policies). If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits.

5.2 Real Estate and Personal Property Taxes. Developer, as an inducement to the City to proceed with establishment of TID #20 and to provide development incentive payments as provided herein to Developer for the development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under state law. Developer further represents and agrees for itself, its successors and assigns, that in addition to its obligations pursuant to Section 4.1(D) of this Agreement, it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project or eliminate real estate or personal property taxation in the State of Wisconsin.

5.3 Payments in Lieu of Taxes. Notwithstanding the above, in the event that the Project, or the Property, or any part thereof, is determined at any time to be exempt from real and/or personal property taxation under state law, or in the event that a particular tax is eliminated or repealed, Developer, for itself, its successors and assigns, agrees to make payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property.

5.4 Assessed Valuation Challenges. The Parties agree that in no event shall the Developer have any limitations on its rights to contest, challenge, or protest real estate taxes or other taxes assessed or imposed against the Project; provided, however, Developer shall not take any action at Open Book, Board of Review or in Circuit Court to reduce the assessed valuation of the Project subject to this Development Agreement to an assessed real estate property value lower than that necessary to produce a minimum amount of Property Tax Increment of \$606,276.85 annually during the term that the District remains open. No restrictions to legal challenges shall be in place after the Contribution Deadline.

5.5 Payment of Tax Increment Deficiencies. Commencing upon the substantial completion of the Development through the Contribution Deadline in the event that the real estate property valuation is less than \$29,000,000.00 per year beginning in the real property tax year in which the Development is substantially completed, the Developer agrees to pay the difference if any, between (i) the Property Tax collected by the City pursuant to Wis. State Statute 66.1105 and (ii) the Property Tax amount that would be collected by the City were the Project property to be assessed at \$29,000,000. The difference, if any, shall be paid by Developer to the City within thirty (30) days of billing each year such increment deficiency occurs, under the Contribution Deadline, at which time no further payments of the difference to the City shall be required. Notwithstanding the foregoing, in the event the substantial completion of the Development occurs on the date that is not the first of any real property tax year, the foregoing Property Tax Increment threshold shall be allocated on a per diem basis over the real property tax year shall by amount equal to such per-diem threshold multiplied by the number of days remaining in such partial real property tax year following substantial completion of the Development. In addition to any other remedy available at law or in equity, the parties agree that the portion of this Agreement relating to payment of tax increment deficiencies represents a loan to an owner of a premises located in the City for a brownfield revitalization project, and as such the City in its discretion may also enforce collection of Developer's obligations to pay tax increment deficiencies by imposing special assessments in accordance with the procedure or special charges against the Developer pursuant to §66.0627, Wis. Stats., which procedure is hereby consented to and all objections waived, and furthermore, separately or on conjunction with any other available remedy, may offset any increment payments due to Developer by the amount of actual, and reasonably anticipated which become actual unpaid tax increment deficiencies Developer has failed to pay City as required by this Agreement.

5.6 Cooperation with City. Developer shall reasonably cooperate with the City to facilitate the City's performance under Article VI.

5.7 Good Faith Hiring and Contracting Efforts. Developer agrees to exercise good faith in striving whenever possible to hire, retain, and contract with qualified individuals and businesses residing and/or based in the City of Sheboygan, as well as veterans and minority-owned businesses. Developer agrees to undertake reasonable efforts to make opportunities known and available to local residents and businesses, such as advertising in publications and internet resources frequented by such residents and businesses.

ARTICLE VI. UNDERTAKINGS OF THE CITY

6.1 Development Incentives. Upon completion, the Property shall be assessed, assuming net operating income at a 6.75% capitalization rate. After the assessed real estate property value of the project has exceeded a minimum of \$29,000,000, the City agrees to provide to the Developer each year for a maximum period of sixteen (16) years an annual incentive payment, in a total principal sum not to exceed \$7,250,000 as an inducement to Developer for the development of the Project. The annual incentive payments shall be calculated and provided to the Developer as follows:

Each year for a maximum period of sixteen (16) years, commencing in 2021 and ending in 2036, the City will pay to the Developer a development performance incentive payment in an amount equal to 65% of the Tax Increment Revenue received by the City with respect to the Property in that year, minus \$5,000 for the City's administrative costs, provided that the Tax Incremental Value of the Project is in excess of \$29,000,000 in respect to the real property upon which the Project is situated in that year. Notwithstanding the calculation in this subsection, in no event shall the total aggregate sum of the annual development performance incentive payments to the Developer exceed \$471,250. The terminology "real Property upon which the Project is situated" is used in this Section to make it clear only real property and not personal property shall be included in determining the Tax Increment Revenue. The City shall make the payment due to the Developer, if any, under this Section 5.1 no later than September 30 of each year, commencing in 2021. Payment by the City of the annual incentive will only be made if the Developer has paid current year property taxes (real and personal) to the City in full. Said payments are in no way tied to future property tax payments and do not provide any future tax break, nor do they refund already paid taxes. The development incentives payable under this section are subject to adjustment as provided herein.

6.2 Condition Precedent to Payment of Development Incentives. Developer shall provide evidence reasonably satisfactory to the City at least 90 days prior to the date of the first incentive payment in 2021 that Developer has expended not less than \$45,000,000 in costs related to the project.

6.3 Off-Site Public Improvements. The City shall, at its sole cost and expense: (i) have prepared and paid for the cost of engineering and construction plans and specifications for an off-site recreational trail extending from Georgia Avenue to Union Avenue along the Union Pacific Railway right-of-way; and (ii) contract for and install, maintain, repair, and replace said recreational trail. The City shall ensure that construction of the trail shall commence no later than five (5) years after substantial completion of the project, and that the trail shall be installed, maintained, and repaired in a good and workmanlike manner in accordance with sound engineering practices and in compliance with the Zoning Code and all other applicable laws, ordinances, regulations and requirements.

ARTICLE VII. CONDITIONS TO THE UNDERTAKINGS OF THE CITY

7.1 All Obligations of the City under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

- (A) The new 230,000 square foot multi-family development shall be completed in phases with final completion on or before October 15, 2021.
- (B) All representations and warranties of Developer set forth in Article III and elsewhere in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct.
- (C) All covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.
- (D) No Event of Default has occurred, or with the giving of notice or lapse of time would occur.

ARTICLE VIII. TID CONTINGENCY

8.1 Creation of TID. Developer's and the City's obligations hereunder are contingent upon the City creating and obtaining Joint Review Board approval of a Tax Incremental District including, at a minimum, the Property as contemplated herein, after October 31, 2019, and having the base year certified by the Wisconsin Department of Revenue as of 2020. The City shall take all commercially reasonable steps required to create and obtain Joint Review Board approval of a Tax Incremental District.

8.2 Failure to Create TID. If the contingency set forth in this Article is not timely satisfied, amended or waived, then this Agreement shall terminate and the parties shall be relieved of all liability to one another under this Agreement.

ARTICLE IX. INDEMNIFICATION OF THE CITY

9.1 Indemnification. The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the development of the Project, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE X. DEFAULT/REMEDIES

10.1 Events of Default. An Event of Default is any of the following:

(A) Failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement.

(B) Failure of the Developer 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 Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of written notice to Developer, then the event will not be an Event of Default.

(C) Failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of notice to the City, then the event will not be an Event of Default.

(D) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

10.2 Remedies on Default. Whenever an event of default occurs and is continuing, the other non-defaulting party may take any one or more of the following actions:

(A) The non-defaulting party may immediately suspend their performance under this Agreement from the time any notice of an Event of Default is given until they receive assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party has cured or will cure its default and continue its performance under this Agreement.

(B) The non-defaulting party may take any action, including 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 defaulting party under this Agreement.

10.3 No Remedy Exclusive. No remedy or right conferred upon or reserved to the City in this 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 Agreement now or hereafter existing at law or in equity or by statute. 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.

10.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, 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.

ARTICLE XI. FORCE MAJEURE

11.1 Force Majeure. No party will be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement is delayed or prevented by war, strikes, fires, floods, acts of God, and other reasons wholly without the control of the party with whose performance there was interference, and which, by the exercise of reasonable diligence, such party is unable to prevent, and the time for performance will be extended by the period of delay occasioned by any such cause.

ARTICLE XII. ADDITIONAL PROVISIONS

12.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

12.2 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

12.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Development Plan, Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

12.4 No Assignment. Developer may assign its rights in this Agreement without the consent of the City to any affiliate of the Developer. Developer may not assign its rights in this Agreement without the express prior written consent of the City to any non-affiliated assignee.

12.5 No Joint Venture. Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership or joint venture between or among such parties.

12.6 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

12.7 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

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

To the City: City of Sheboygan, Wisconsin
828 Center Ave.
Sheboygan, WI 53081
Attn: City Clerk

with a copy to:
City Attorney
City of Sheboygan, Wisconsin
828 Center Ave.
Sheboygan, WI 53081

To the Developer: Oscar Apartments LLC
8451 Maryland Avenue
St. Louis, MO 63105
Attn: Joel Oliver

12.9 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

12.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

12.11 Cooperation. The City and the Developer agree to cooperate in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the Property. The City and the Developer each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

12.12 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

12.13 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

12.14 Fees. Upon execution of this Agreement, and thereafter upon request of the City, the Developer shall reimburse the City for all legal, consulting and other fees and expenses incurred in connection with the preparation of this Agreement, the creation of TID #20, for external review of Developer's pro forma by Ehlers & Associates, and other documents and agreements referred to herein.

List of Exhibits:

- A Legal Description
- B Developer's Project Plans

This document consists of 36 pages, including the following signature page, plus any Exhibits.

**SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT**

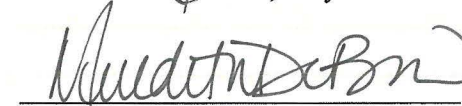
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF SHEBOYGAN, WISCONSIN

BY:


Michael Vandersteen, Mayor

ATTEST:


Meredith DeBruin, City Clerk

OSCAR APARTMENTS LLC

BY:


Philip Hulse, Manager

This document authorized by and in accordance with Res. No. 128-19-20.

EXHIBIT A

LEGAL DESCRIPTION

Part of the West One-half (1/2) of the Southeast One-quarter (1/4) of Section Twenty-seven (27), in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin, more particularly described as: Commencing at the intersection of the South line of Block 300 of the Original Plat of the City of Sheboygan (which is also identified in a Plat of Survey dated May 8, 2006 as the North line of the Southeast ¼ of Section 27) and the Easterly line of South 15th Street; thence South 88° 25' 00" West along the South line of said Original Plat 20.00 feet to the point of beginning; thence continuing South 88° 25' 00" West, 299.56 feet along the South line of said Block 300 extended and Block 301 (described in said May 8, 2006 Survey as South 88° 48' 05" West, 59.91 feet and then South 89° 08' 09" West, 227.88 feet) to a point which is 133.98 feet East of the Easterly line of South 16th Street; thence South 60 feet (described in said May 8, 2006 Survey as South 00° 11' 31" West 60.35 feet); thence West 131.85 feet parallel to the South line of said Block 301 (described in said May 8, 2006 Survey as South 89° 16' 10" West 131.90 feet) to a point in the Easterly line of South 16th Street; thence South 70 feet (described in said May 8, 2006 Survey as South 00° 11' 31" West 69.54 feet) along the Easterly line of said South 16th Street to the Northerly line of the vacated portion of said street; thence West 326 feet, more or less, parallel with the South line of said Block 301 (described in said May 8, 2006 Survey as South 88° 59' 20" West 325.11 feet) to the point in the East line of Grams Subdivision No. 1; thence South 429 feet along the East line of said Grams Subdivision No. 1 (described in said May 8, 2006 Survey as South 01° 03' 40" West 428.50 feet); thence East 35 feet (described in said May 8, 2006 Survey as South 88° 56' 20" East 35.00 feet); thence South 115 feet (described in said May 8, 2006 Survey as South 01° 04' 11" West 115.00 feet); thence West 35 feet (described in said May 8, 2006 Survey as North 88° 56' 20" West 35.00 feet) to the point in the East line of said Grams Subdivision No. 1; thence South along said East line 240 feet, more or less (described in said May 8, 2006 Survey as South 01° 03' 40" West 240.17 feet) to a point which is 270 feet North of the North line of Broadway Avenue; thence East 200 feet (described in said May 8, 2006 Survey as North 89° 29' 20" East 200.00 feet) parallel with the North line of Broadway Avenue; thence South 60 feet (described in said May 8, 2006 Survey as South 01° 04' 11" West 60.00 feet); thence East 80 feet (described in said May 8, 2006 Survey as North 89° 29' 20" East 80.00 feet)

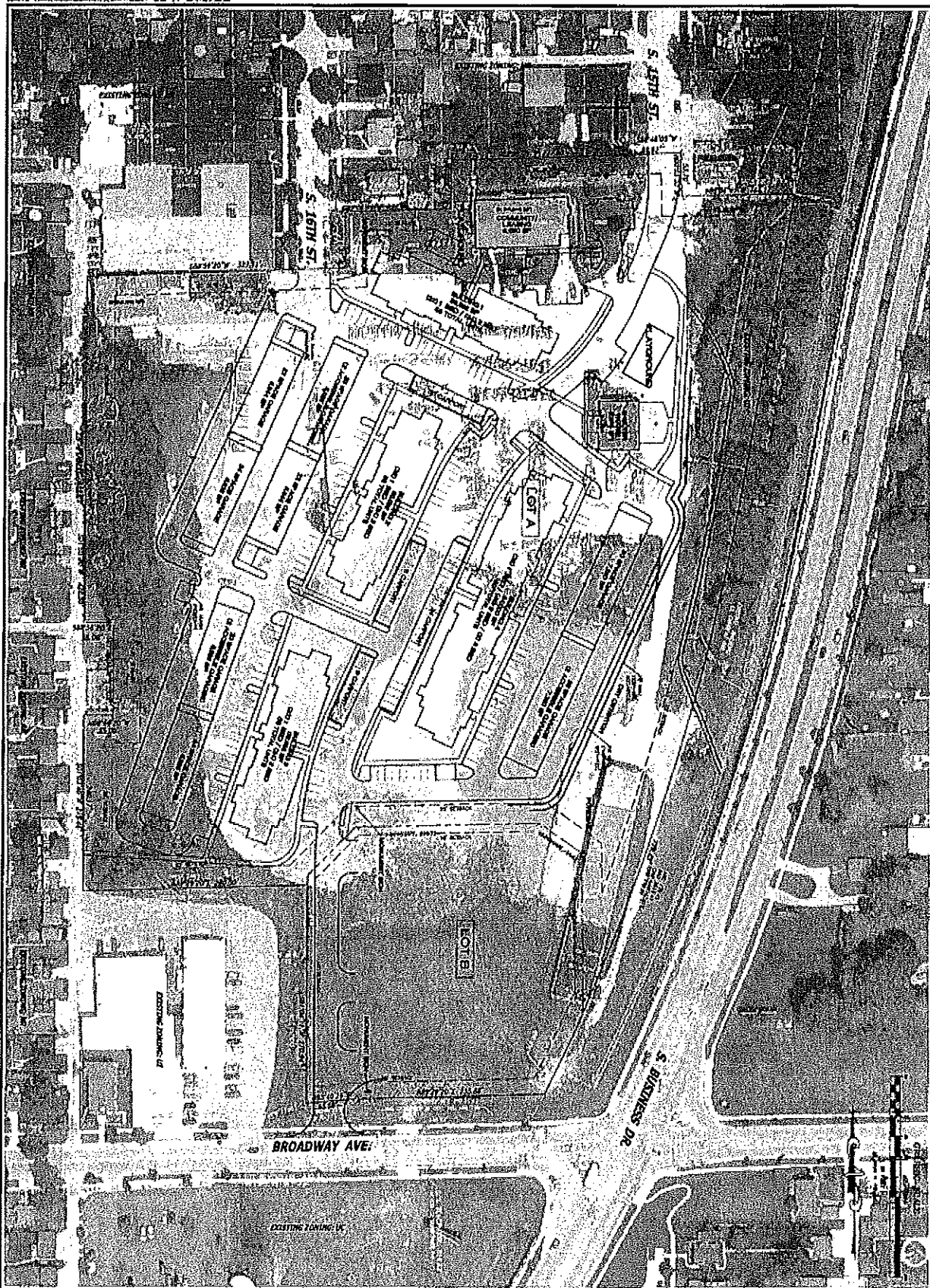
parallel with the North line of Broadway Avenue; thence South (described in said May 8, 2006 Survey as South 01° 04' 11" West) 189.23 feet to a point in the Northerly line of a parcel conveyed to the City of Sheboygan for the expansion of Broadway Avenue by Warranty Deed recorded as Document No. 1687705; thence North 85° 40' 26" East 63.59 feet along the Northerly line of Broadway Avenue; thence North 89° 29' 30" East 235.88 feet along said new Northerly line of Broadway Avenue to its intersection with the Westerly line of the main track right of way of the Chicago & Northwestern Railway; thence Northerly along said Westerly right of way line (described in said May 8, 2006 Survey as 779.45 feet along a curve to the left with a chord bearing North 19° 10' 30" East 776.97 feet and a radius of 2817.47 feet and thence North 11° 14' 58" East 384.98 feet) to a point 53.70 feet South of the South line of said Block 300 which point is the Southeast corner of Lot 1 of the Certified Survey Map recorded in Volume 9 of Certified Survey Maps, at Page 88, as Document No. 1199254; thence South 89° 53' 20" West 143.04 feet, of record, along the Southerly line of said Certified Survey Map (described in said May 8, 2006 Survey as North 89° 56' 41" West 143.17 feet) to the Southwest corner thereof; thence North (described in said May 8, 2006 Survey as North 00° 03' 33" West) 53.70 feet along the Westerly line of said Certified Survey Map to beginning, and including that portion of Vacated South 16th Street lying within said boundary description. Excepting therefrom those lands described in a Warranty Deed recorded on June 6, 2011, as Document No. 1925240.

Tax Key No. 59281513391

Address: 1436 South 15th Street, Sheboygan, WI 53082

Tax Key No. 59281513500

Address: 1440 South 16th Street, Sheboygan, WI 53082



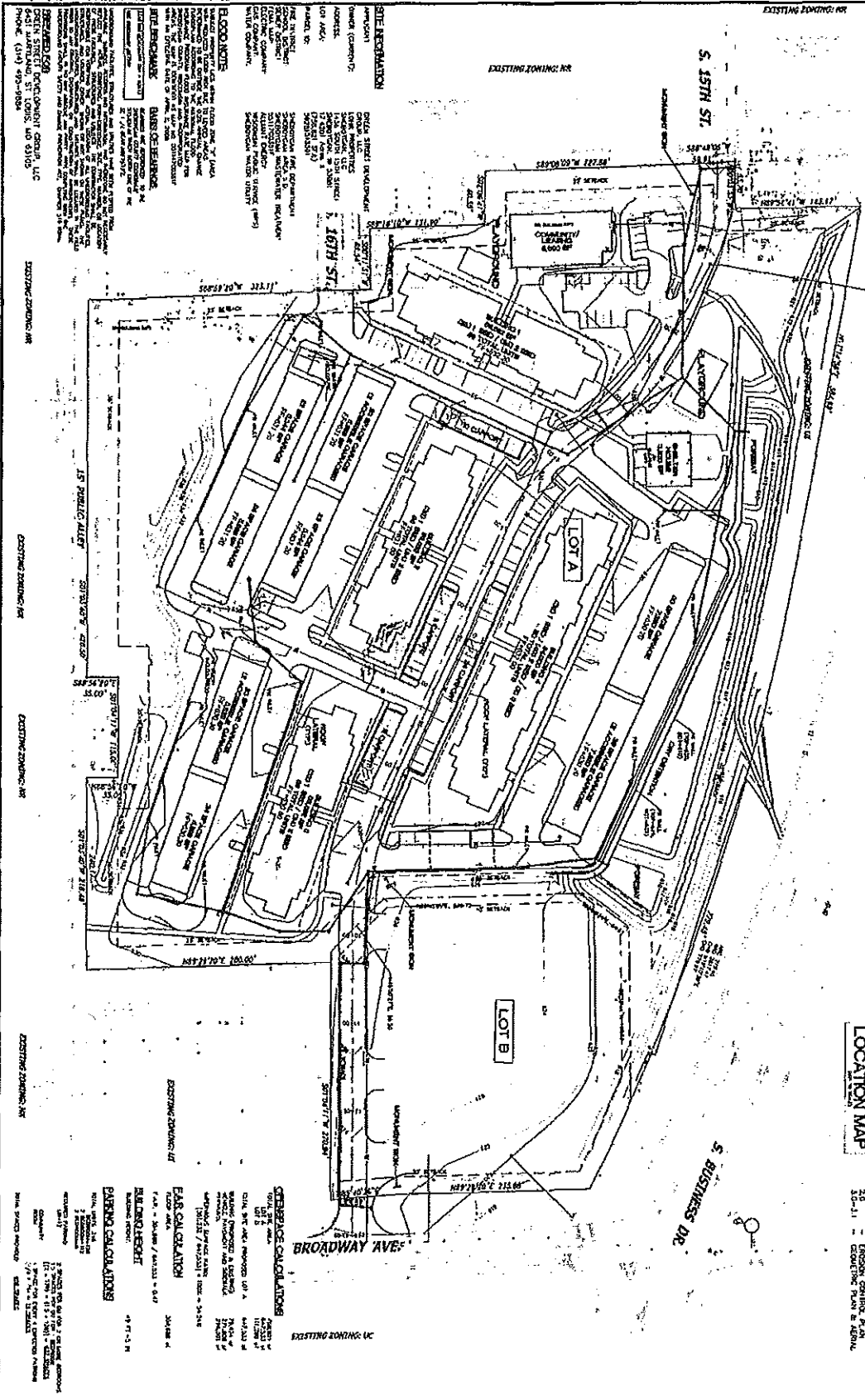
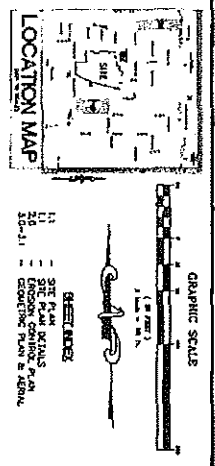
3.1 GEOMETRIC PLAN SHEET	DATE: 10/1/01 BY: [Signature] CHECKED: [Signature] APPROVED: [Signature]	SITE PLAN FOR THE OSCAR 1436 SOUTH 15TH STREET CITY OF SHEBOYGAN WISCONSIN	STOCK & ASSOCIATES Consulting Engineers, Inc. 201 Drexel Road, Sheboygan, WI 53081-1001 920 S. 15TH ST., SHEBOYGAN, WI 53081-1001 and 1 general location 920 S. 15TH ST.								
	REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10/1/01</td> <td>PRELIMINARY</td> </tr> <tr> <td>2</td> <td>10/1/01</td> <td>FINAL</td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	1	10/1/01	PRELIMINARY	2	10/1/01	FINAL	
NO.	DATE	DESCRIPTION									
1	10/1/01	PRELIMINARY									
2	10/1/01	FINAL									

- NOTES:**
1. ALL DIMENSIONS SHOWN ON THIS PLAN ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF THE LOT.
 3. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF THE LOT.
 4. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF THE LOT.
 5. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTERLINE OF THE LOT.

SITE PLAN

SEC 22 T2N R2E PT OF THE E 1/2 DECS. AS COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 AND THE E LINE OF S 15TH ST. THE S-88-DEG-25-00'-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE P.O.B. 111 COMT S-88-DEG-25-00'-W 200.55' ALG SD S 11

CITY OF SHERBOGAN SHERBOGAN COUNTY, WISCONSIN



STUCK & ASSOCIATES

Consulting Engineers, Inc.

201 Duane Street, Suite 200
St. Louis, MO 63102
314.433.1234
www.stuck.com

SITE PLAN FOR

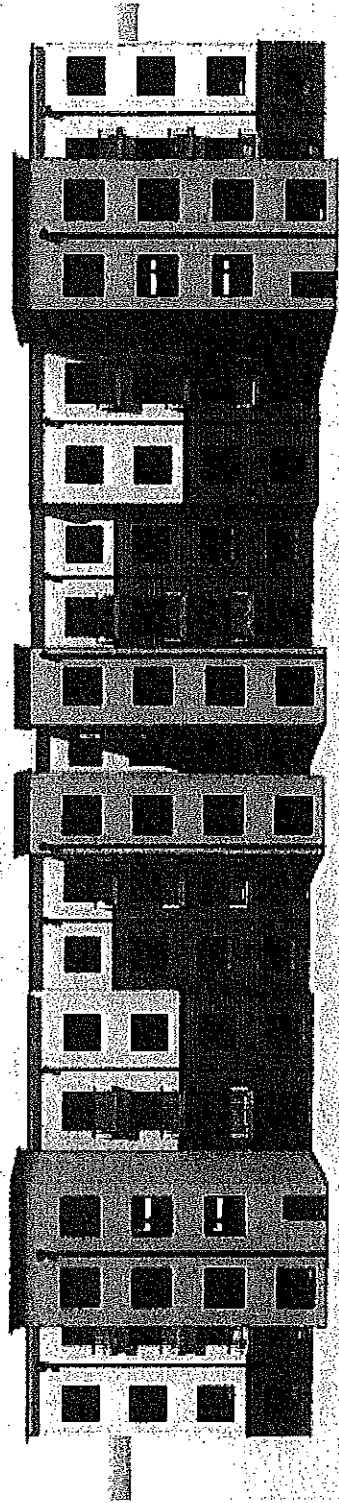
THE OSCAR

1436 SOUTH 15TH STREET

CITY OF SHERBOGAN

WISCONSIN

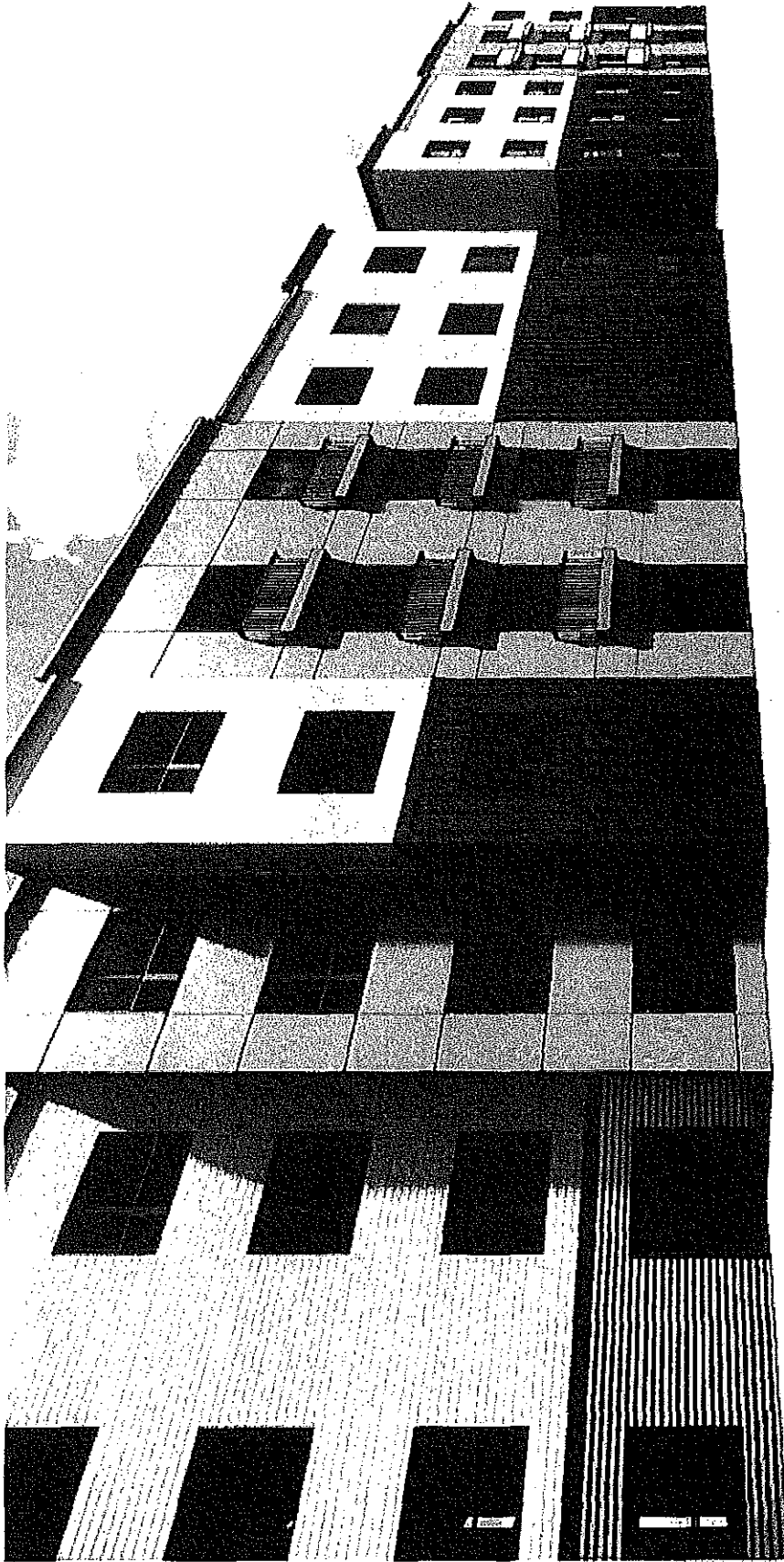
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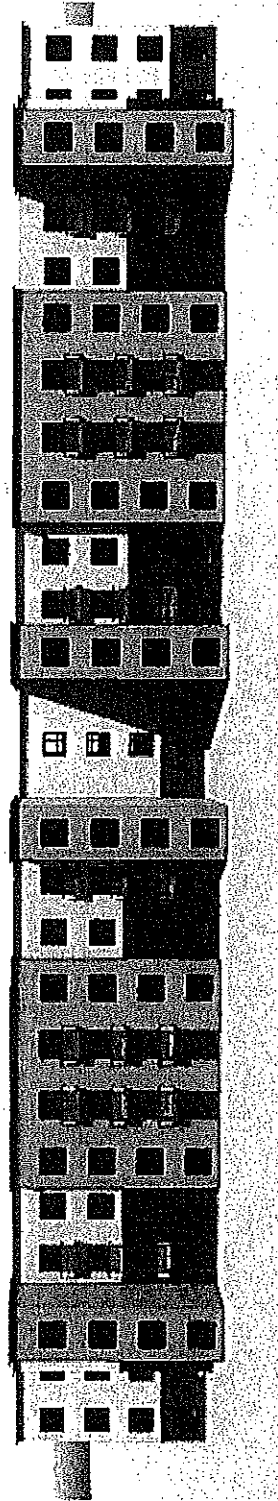
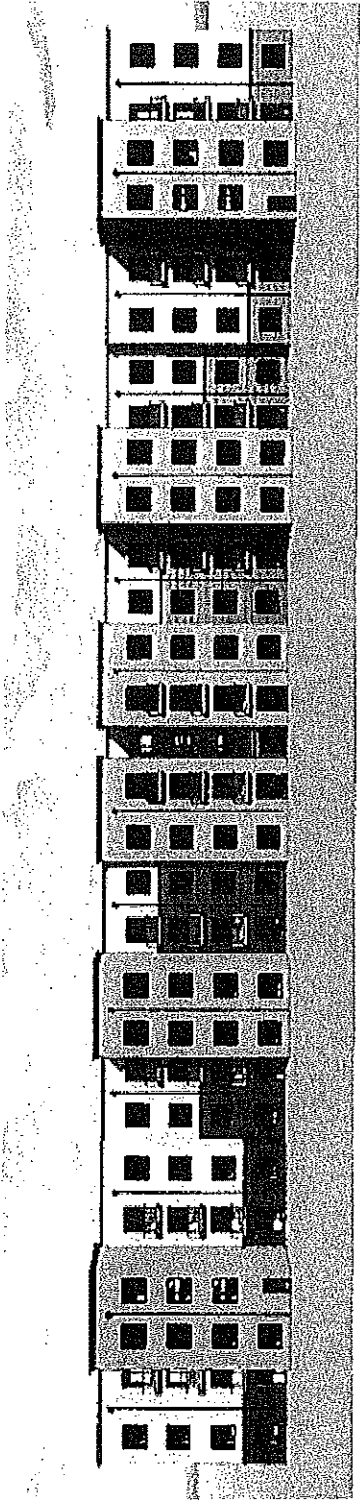


BUILDING A EXTERIOR RENDERERS

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BROADWAY & S BUSINESS DR.

1

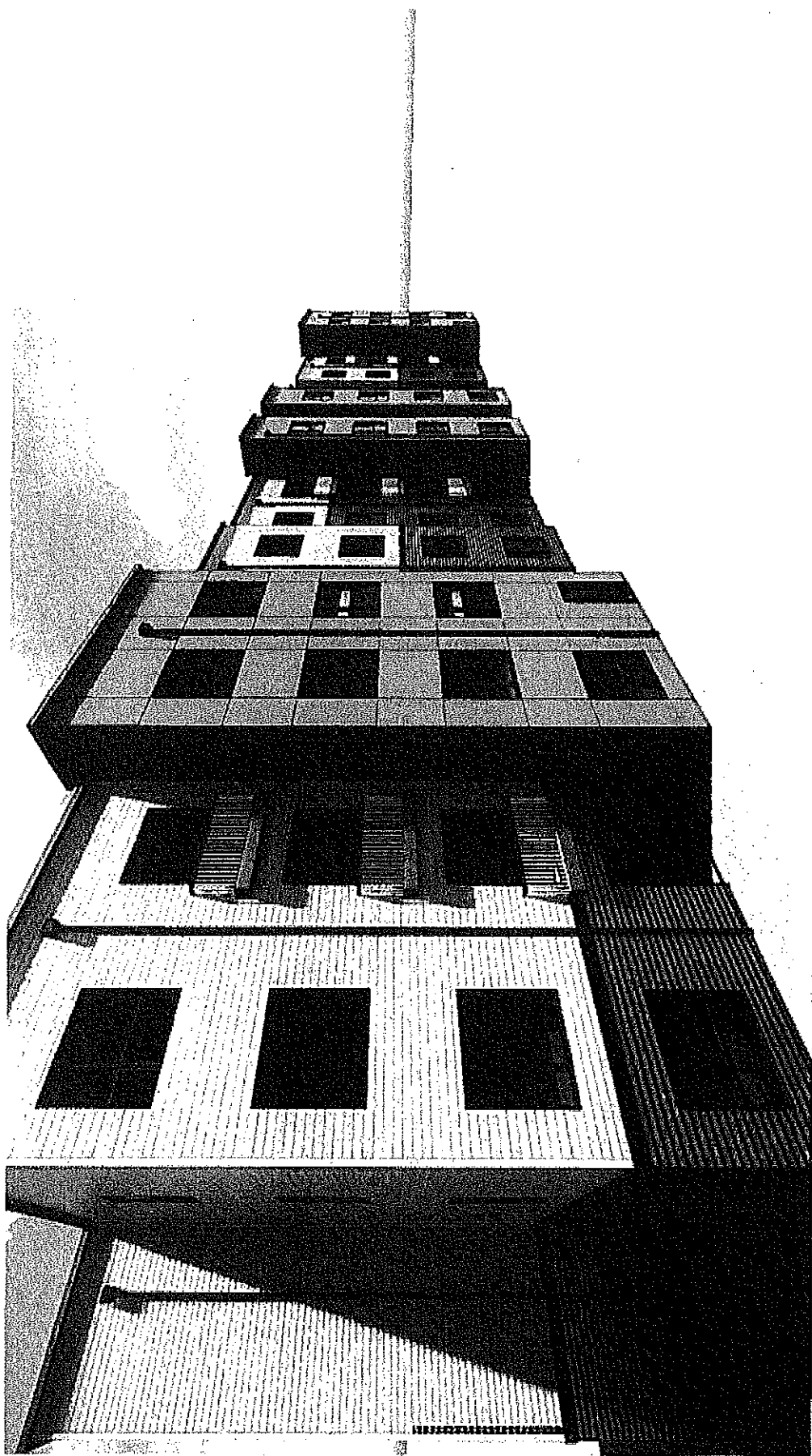




BUILDING & EXTERIOR RENDERINGS

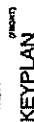
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3





1. STERIL DGM 41 DGM0 00F WHITE
 2. FIRMERMENT SONG 30-DAY
 3. MURDER PANEL REVEL SYSTEM
 4. HARBOR PLANKS METAL WATERS
 5. SYSTOL
 6. DRUMMOND CHEMICALS/MTA
 7. RACE MPOX (CASH) 400
 8. RABBIT CLAY BRICK (RETRACTED)
 9. SMOOTH CLAY BLOCK (STANDARD)
 10. SPLIT FACE CLAY BRICK
 11. INTERMOUNTED FLOOR TILES
 12. 1/2" x 6" x 12" AT WINDOW
 13. 1/2" x 6" x 12" AT WINDOW
 14. 1/2" x 6" x 12" AT WINDOW
 15. INTERIOR CORNER TILES



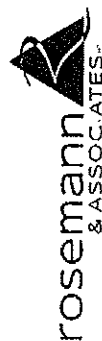
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BROADWAY & S. BUSINESS DR.

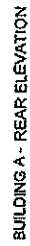
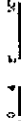
THE OSCAR

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BUILDING A EXTERIOR ELEVATIONS

15

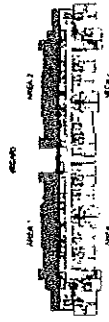



$$\frac{2}{-AREA 1}$$


Architectural drawing of the rear elevation of a building. The facade is symmetrical, featuring a central entrance with a pediment supported by columns. The entrance is flanked by large windows. The upper story has a series of windows, some of which are grouped. The drawing is oriented vertically on the page.

T O. Trust Banners 142' - 2 3/4"
 T O. 4th Banners 132' - 2 3/4"
 T O. 131' - 4 7/8"
 T O. 3rd Subway 122' - 3 3/4"
 T O. 3rd Banners 120' - 3"
 T O. 3rd Banners 111' - 1 1/2"
 T O. 2nd Banners 108' - 1 1/2"
 T O. 1st Subway

BUILDING A - REAR ELEVATION

$$1 \quad \frac{-\text{AREA 2}}{V_{\text{ST}} - 1.0}$$
[illegible]

KEYPLAN





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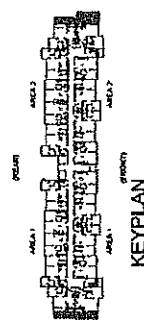
BROADWAY & S BUSINESS DR.



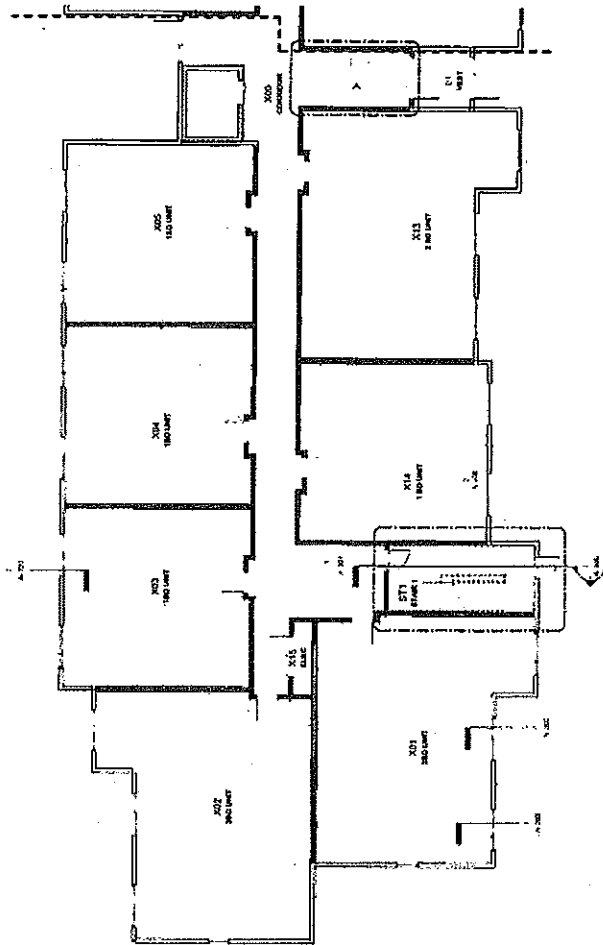
rosemann
& ASSOCIATES

MATERIAL LEGEND

- [illegible]



KEYPLAN

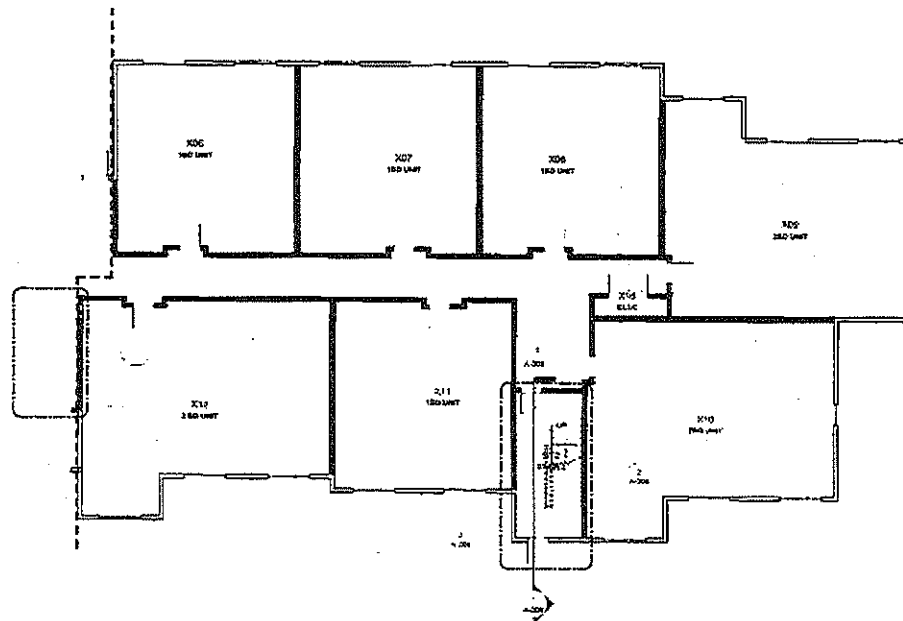


BUILDING A - FIRST FLOOR PLAN
AREA 1



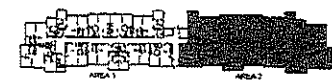
KEYPLAN





1 BUILDING A - FIRST FLOOR PLAN
- AREA 2

0 4' 8' 12'



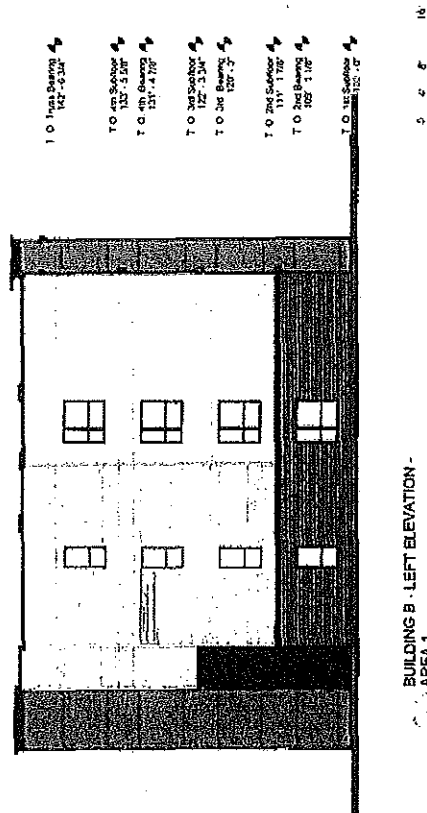
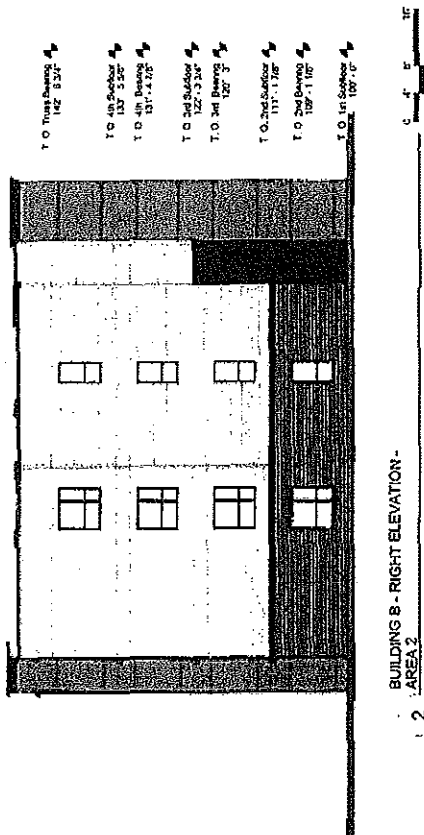
KEYPLAN

BUILDING A FLOOR PLANS

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9

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MATERIAL LEGEND

- [illegible]



KEYPIAN



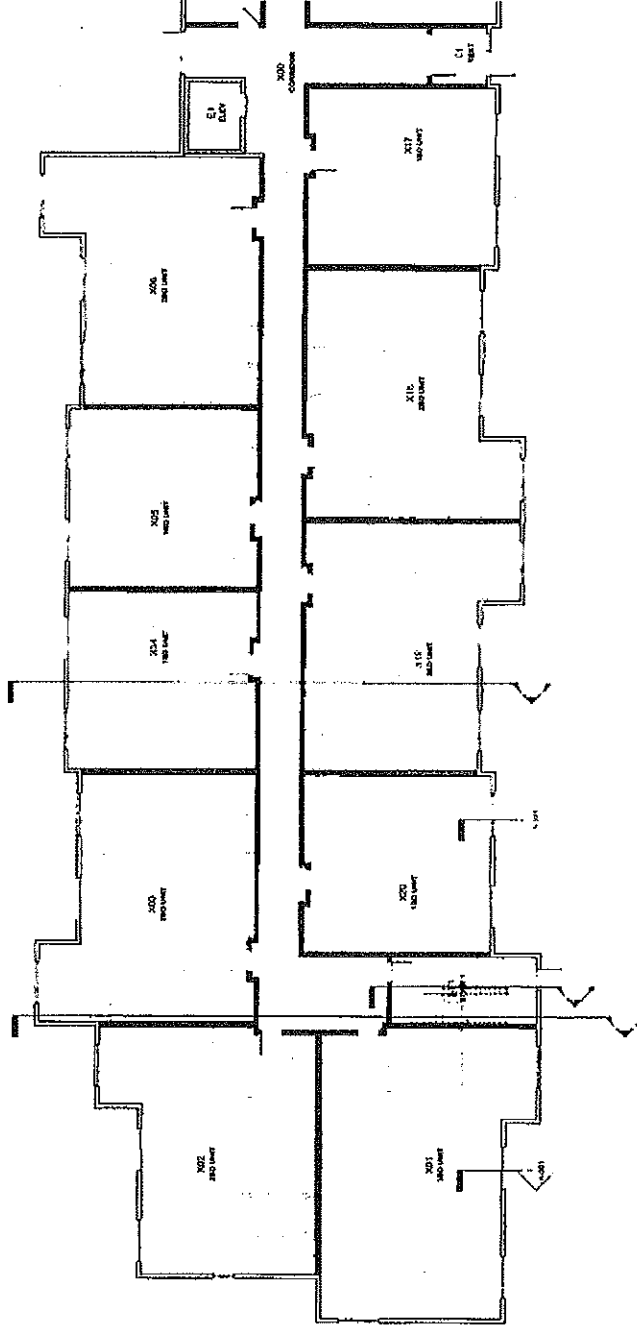
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& ASSOCIATES

12

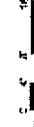
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BUILDING & ELEVATIONS :

Journal of Management Education



BUILDING B - FIRST FLOOR PLAN
- AREA 1



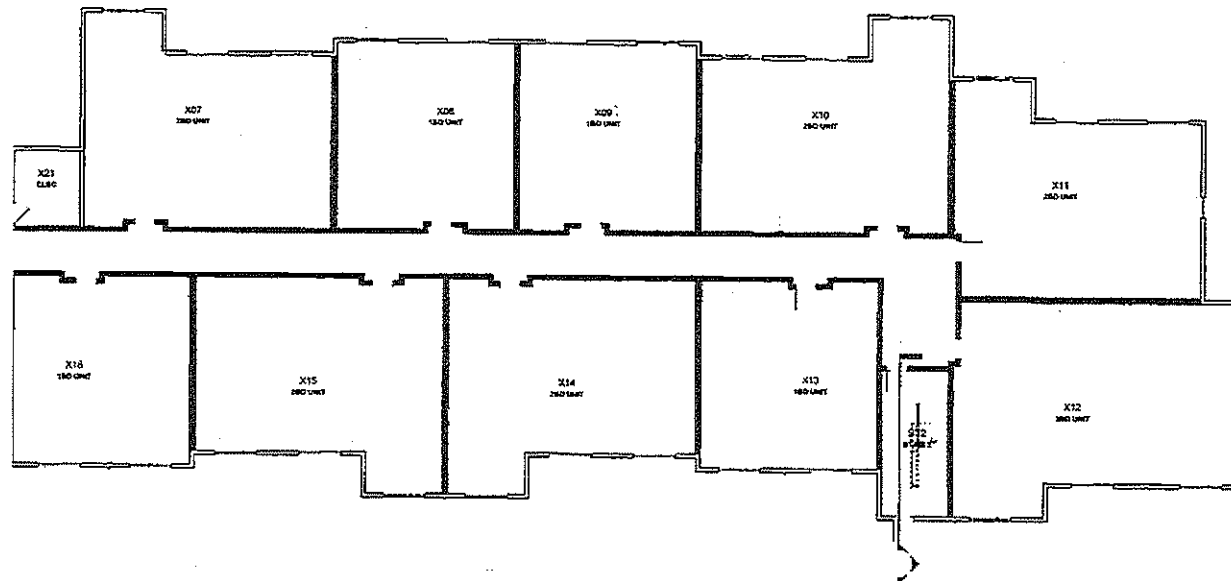
KEY PLAN



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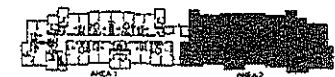
BUILDING B FLOOR PLANS

13



BUILDING B - FIRST FLOOR PLAN
- AREA 2

0 4' 8' 16'



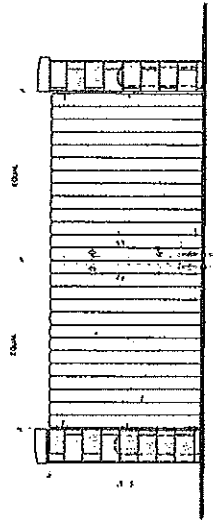
KEYPLAN

BUILDING B FLOOR PLANS

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14

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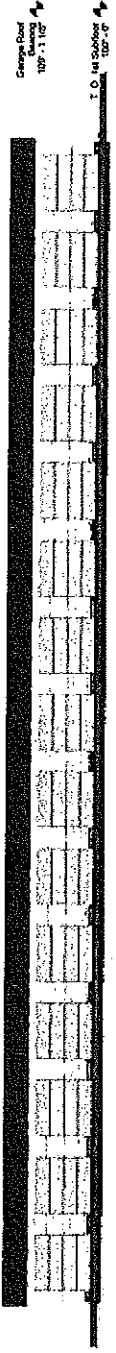
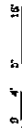
1 TRASH ENCLOSURE ELEVATION



Garage Roof
Sloped
100° - 110°



2 GARAGE - LEFT ELEVATION



1 GARAGE - FRONT ELEVATION



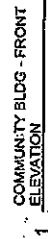
MATERIAL LEGEND

- 2" x 4" STUDS - 12" O.C.
- 2" x 6" STUDS - 12" O.C.
- 2" x 8" STUDS - 12" O.C.
- 2" x 10" STUDS - 12" O.C.
- 2" x 12" STUDS - 12" O.C.
- 2" x 14" STUDS - 12" O.C.
- 2" x 16" STUDS - 12" O.C.
- 2" x 18" STUDS - 12" O.C.
- 2" x 20" STUDS - 12" O.C.
- 2" x 22" STUDS - 12" O.C.
- 2" x 24" STUDS - 12" O.C.
- 2" x 26" STUDS - 12" O.C.
- 2" x 28" STUDS - 12" O.C.
- 2" x 30" STUDS - 12" O.C.
- 2" x 32" STUDS - 12" O.C.
- 2" x 34" STUDS - 12" O.C.
- 2" x 36" STUDS - 12" O.C.
- 2" x 38" STUDS - 12" O.C.
- 2" x 40" STUDS - 12" O.C.
- 2" x 42" STUDS - 12" O.C.
- 2" x 44" STUDS - 12" O.C.
- 2" x 46" STUDS - 12" O.C.
- 2" x 48" STUDS - 12" O.C.
- 2" x 50" STUDS - 12" O.C.
- 2" x 52" STUDS - 12" O.C.
- 2" x 54" STUDS - 12" O.C.
- 2" x 56" STUDS - 12" O.C.
- 2" x 58" STUDS - 12" O.C.
- 2" x 60" STUDS - 12" O.C.
- 2" x 62" STUDS - 12" O.C.
- 2" x 64" STUDS - 12" O.C.
- 2" x 66" STUDS - 12" O.C.
- 2" x 68" STUDS - 12" O.C.
- 2" x 70" STUDS - 12" O.C.
- 2" x 72" STUDS - 12" O.C.
- 2" x 74" STUDS - 12" O.C.
- 2" x 76" STUDS - 12" O.C.
- 2" x 78" STUDS - 12" O.C.
- 2" x 80" STUDS - 12" O.C.
- 2" x 82" STUDS - 12" O.C.
- 2" x 84" STUDS - 12" O.C.
- 2" x 86" STUDS - 12" O.C.
- 2" x 88" STUDS - 12" O.C.
- 2" x 90" STUDS - 12" O.C.
- 2" x 92" STUDS - 12" O.C.
- 2" x 94" STUDS - 12" O.C.
- 2" x 96" STUDS - 12" O.C.
- 2" x 98" STUDS - 12" O.C.
- 2" x 100" STUDS - 12" O.C.

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15



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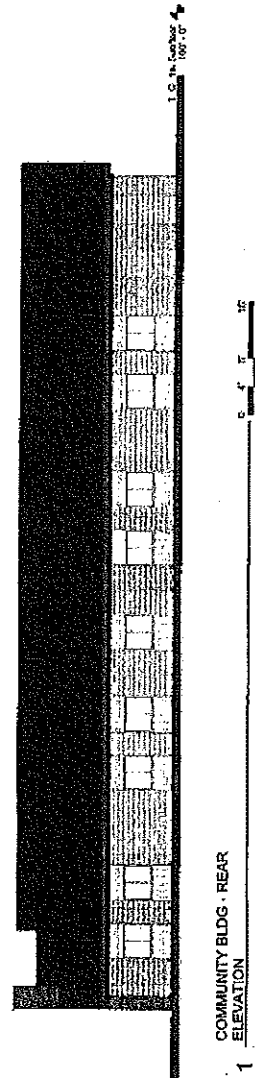
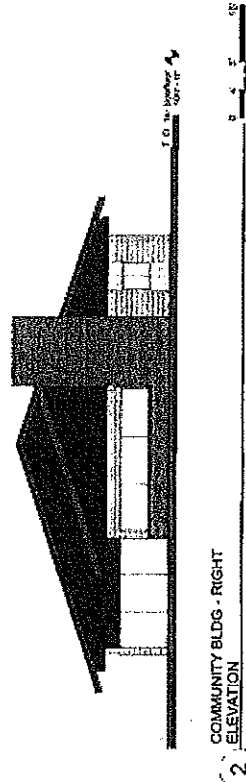
16



roseman
& ASSOCIATES

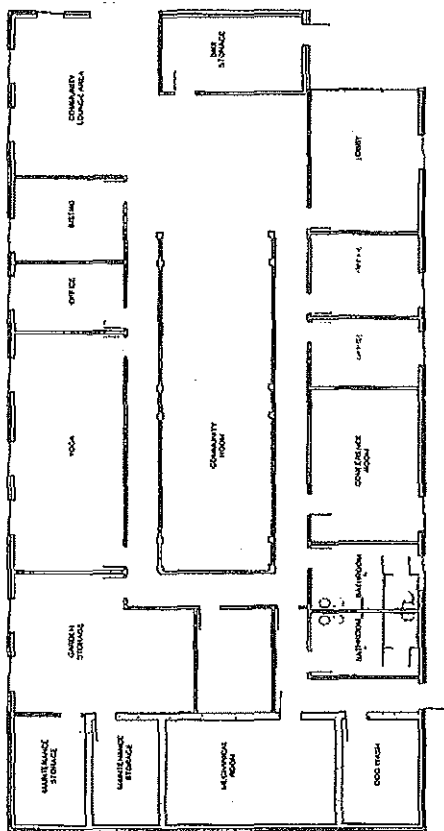
MATERIAL LEGEND

- [illegible]



MATERIAL LEGEND

- [illegible]



COMMUNITY BLDG - FLOOR
1 PLAN



COMMUNITY BUILDING ELEVATIONS

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