VILLAGE OF MCFARLAND *NOTICE OF PUBLIC MEETING*

Community Development Authority

Wednesday, September 1, 2021 **7:00 PM** **McFarland Municipal Center**
Community Room

AGENDA

You are invited to this meeting through a Zoom webinar. The public is strongly encouraged to watch and participate in these meetings remotely through either the webinar or telephone options listed below.

PLEASE CLICK THE LINK BELOW TO JOIN THE ZOOM WEBINAR:
https://us02web.zoom.us/j/87663078731

Or by Telephone: +1 (312) 626-6799
Webinar ID: 876 6307 8731

1. CALL TO ORDER, ROLL CALL

2. PUBLIC APPEARANCES.

3. APPROVAL OF MINUTES.
   a. Review and possible approval of the July 7, 2021 Community Development Authority meeting minutes

4. CLOSED SESSION.
   a. Discussion and action in order to convene in Closed Session in accordance with Wis. Stats. 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investment of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session including the sale and purchase of property and the investment of public funds regarding:

      1) A Real Estate Acquisition and Development Agreement with 5411 Bashford Street LLC for 5411 Bashford Street

      2) A Real Estate Acquisition and Development Agreement with 4313 LLC for 4313 Triangle Street

      3) Acquisition of property located at 4908 Terminal Drive.

   b. Motion to adjourn Closed Session and reconvene in Open Session to discuss and take action on items of business discussed in closed session.

5. BUSINESS.
   a. Discussion and possible action to make a recommendation to the Village Board regarding Resolution 2021-14: A Resolution Authorizing the Village President and Village Clerk to Execute a Real Estate

Acquisition and Development Agreement with 5411 Bashford Street LLC for 5411 Bashford Street.

b. Discussion and possible action to make a recommendation to the Village Board regarding Resolution 2021-19: A Resolution Authorizing the Village President and Village Clerk to Execute a Real Estate Acquisition and Development Agreement with 4313 LLC for 4313 Triangle Street.

c. Discussion and possible action to make a recommendation to the Village Board on the acquisition of 4908 Terminal Drive.

d. Presentation of Director's Report.

6. SCHEDULE NEXT MEETING DATE.

   a. Wednesday October 6, 2021, 7:00 PM (Possible Joint Meeting with the Village Board)

7. ADJOURNMENT.

Community Development Authority

Working Draft -MINUTES

July 7, 2021

Members Present: Justin Rupert, Ken Brost, Austen Conrad, Dan Kolk, Toni Stolarik, Stephanie Brassington, Jerry Dietzel

Members Absent:

Staff Present: Andrew Bremer, Stephanie Miller, Karen Knoll

1. CALL TO ORDER

Brassington called the meeting to order at 7:00 pm.

2. PUBLIC APPEARANCES
None

3. APPROVAL OF MINUTES
   a. Review and possible approval of the June 2, 2021 Community Development Authority minutes.

   Brassington moved to approve the June 2, 2021 Community Development Authority minutes. Rupert seconded the motion. Motion carried 6-0-1 with Brost abstaining.

4. BUSINESS
   a. Discussion regarding a Tax Increment Financing Development Incentives Application from Waubesa Village LLC (Ryan Quam) for 4902 & 4908 Terminal Drive, Waubesa Village Phase 4, Tax Increment District #3.

   Bremer reviewed the CDA previously met with Quam on June 2, 2021 and moved to postpone action to allow the applicant time to revise his application to better meet the "but for" and 15% equity and payback criteria. Bremer reviewed with members the previous application and the current application, as provided in packets. Bremer indicated the Plan Commission held a public hearing at their June 21, 2021 meeting regarding the CSM and the Planned Unit Development. They are scheduled to consider action and a possible recommendation to the Village Board at their July 19, 2021 meeting.

   Bremer indicated the revised TIF request did address some of the criteria related to percent equity and the payback period criteria, which was previously unmet. Bremer reviewed the estimated cash flow at year-end 2027 when the district closes with members. This includes the Village's prior costs to acquire 4902 Terminal Drive, which was approximately $154,000.00, minus the prior rental income.

Ryan Quam indicated Bremer covered everything, he is anxious to move forward and break ground yet this fall with the project. He understands there are steps in the process needing to be completed; Plan Commission approval, Developers Agreement, loans and similar such items. Quam stated this has been delayed twice, if he loses another month it will delay the project into next year. Quam inquired if any members had any questions regarding his proposal. Members had no further questions.

Bremer indicated when the CDA moves into closed session Quam would be leaving the meeting.

5. CLOSED SESSION.

a. Discussion and action in order to convene in Closed Session in accordance with Wis. Stats. 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investment of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session including the sale of property and the investment of public funds regarding:

Brassington moved to convene into closed session, Rupert seconded the motion. Motion carried on a roll call vote 7-0. Meeting moved into closed session at 7:09 p.m.

1) Tax Increment Financing Development Incentives Application from Waubesa Village LLC (Ryan Quam) for 4902 & 4908 Terminal Drive, Waubesa Village Phase 4, Tax Increment District #3.

2) Acquisition of property at the following locations 4008 & 4012 Terminal Drive, including parcel # 071027386201, Tax Increment District #3.

Brassington moved to reconvene in open session. Rupert seconded the motion. Motion carried 7-0. Meeting reconvened into open session at 8:16 p.m.

6. RECONVENE INTO OPEN SESSION

a. Discussion regarding Tax Increment District #3 capital expenditures.

Bremer reviewed this is for discussion only; this was previously discussed at the May 5, 2021 CDA meeting. Bremer summarized the expenditure period for TID district #3 terminates August 9, 2022 after that date no capital or project plan expenditures can be made until the district terminates on August 9, 2027. We can continue to pay for debt that is obligated but cannot take on new debt, or project expenditures. Bremer reviewed the potential uses of the funds with members. Included in packets are preliminary costs estimates for remaining road and utility work. Bremer revised the options and costs per the Village Engineers information as provided. This is presented as discussion for feedback only on what project you would like to see completed. Bremer would like to have a similar conversation with Public Works and Public Utilities Committees before a recommendation is made to the Village Board on the remaining street reconstruction projects.

Member's discussed options including possible extension of the bike trail. Members concurred they would like to complete all projects except the project from lift station 4 to Hwy. 51, due to the value to the community to complete that project at this time.

b. Discussion and possible action to make a recommendation to the Village Board regarding a Tax Increment Financing Development Incentives Application from Waubesa Village LLC (Ryan Quam) for 4902 & 4908 Terminal Drive, Waubesa Village Phase 4, Tax Increment District #3.

Brost moved to recommend approval to the Village Board regarding a Tax Increment Financing Development Incentives Application from Waubesa Village LLC (Ryan Quam) for 4902 & 4908 Terminal Drive, Waubesa Village Phase 4, Tax Increment District #3 conditioned on:

1. Approval of the PD Planned Development Rezoning and Certified Survey Map applications submitted by the Applicant by the Village Board.
2. Approval of a Real Estate Acquisition and Development Agreement by the Village Board, including but not limited to:
   - A total tax increment incentive valued at $273,755, consisting of a $176,500 tax increment payment at building occupancy, sale of 4902 Terminal Drive for $1 (estimated value of $73,255), and completion by the Village of a sidewalk/bike trail and curbing along Terminal Drive (valued at $24,000).
   - Applicant to provide an assessment guarantee of at least $3,800,000 by January 1, 2023.
3. Revising the "but for" line items in the applicants TIF application to not exceed a total of $176,500.00.

Conrad seconded the motion. Motion carried 7-0.

c. Discussion and possible action to make a recommendation to the Village Board regarding the acquisition of property located at 4008 & 4012 Terminal Drive, including parcel #071027386201, within Tax Increment District #3.

Brost moved to approve a recommendation to the Village Board regarding the acquisition of property located at 4008 & 4012 Terminal Drive, including parcel #071027386201, within Tax Increment District #3. Rupert seconded the motion. Motion carried 7-0.

d. Discussion regarding the 2020 Annual Reports for Tax Increment Districts #3, #4 and #5

Bremer reviewed the Village is required annually to file a report with the Department of Revenue; it is called the PE-300. The Joint Review Board is required to meet annually to review those reports. The Joint Review Board met on June 30, 2021 to review the reports and the statements prepared by auditor. There is no action on this item; this is for informational purposes only.

e. Presentation of Community & Economic Development Director monthly report.

Bremer reviewed his Directors report with members as provided in packets.

7. SCHEDULE NEXT MEETING DATE.

a. Wednesday, August 4, 2021 at 7:00pm.

Stephanie Miller, Communications and Technology Director reviewed with members the new process for meetings. Starting Monday August 2, 2021 Village meetings will transition to a new format as unanimously passed by the Village Board on June 14, 2021. The Village is encouraging Committee and Board members to begin to attend meetings in person. The meetings will consist of the majority attending in person, with the remote option available for attendance also. Masks are still required to be worn in common areas of the building, regardless of vaccination status.

There is a crucial step in setting up future meetings, staff needs to know in advance, how many people will be attending in person so the proper set up and spacing can be arranged. All meetings at this time will be held in the Community Room. There will be online forms sent out to all committee and Board members, the Monday prior to their scheduled meeting. The form will take less than a minute to fill out and you will need to indicate whether you plan to attend in person, remotely, or are not able to attend that upcoming meeting. The window to complete your form closes at noon the Friday prior to the week of your upcoming meeting. The agendas and packets are then released that afternoon. This is part of the transition to meetings being held 100% in person. Miller polled members as to their thoughts for the August 4, 2021 meeting.

8. ADJOURNMENT.

Brost moved to adjourn. Dietzel seconded the motion. Motion carried 7-0. Meeting adjourned at 8:40 p.m.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Wednesday, September 1, 2021**

SECTION: **Business**

DEPARTMENT: **Community Development**

CONTACT: **Andrew Bremer, Comm & Eco Dev Director**

AGENDA ITEM: **Discussion and possible action to make a recommendation to the Village Board regarding Resolution 2021-14: A Resolution Authorizing the Village President and Village Clerk to Execute a Real Estate Acquisition and Development Agreement with 5411 Bashford Street LLC for 5411 Bashford Street.**

PREVIOUS ACTION:

November 4, 2020, 5411 Bashford LLC (Dan Chin Homes) pre-application meeting with the Community Development Authority.
November 16, 2020, 5411 Bashford LLC pre-application meeting with the Plan Commission.
March 3rd, 2021, Community Development Authority recommendation of a Tax Increment Finance Development Incentives Application for 5411 Bashford LLC.
March 15th, 2021, Plan Commission approval of a Conditional Use Permit and Site/Design Review Permit for 5411 Bashford LLC.
March 22nd, 2021, Village Board approval of a Tax Increment Finance Development Incentives Application for 5411 Bashford LLC.
April 12th, 2021, Village Board introduction of Resolution 2021-10: Resolution to Discontinue Portion of Johnson Street ROW.
May 3rd, 2021, McFarland School Board approval of Dedication of Right-of-Way at 6009 Johnson Street.
May 17th, 2021, Plan Commission unanimous recommendation to the Village Board to approve Resolution 2021-10.
May 24th, 2021, Village Board public hearing on Resolution 2021-10: Resolution to Discontinue a portion of Johnson Street.
May 24th, 2021, Village Board approval of Resolution 2021-15: Resolution Accepting Dedication of Right-Of-Way of Johnson Street from McFarland School District.
June 2nd, 2021, CDA meeting to recommend Resolution 2021-14: Resolution Authorizing the Village President and Clerk to Execute a Real Estate Acquisition and Development Agreement with 5411 Bashford Street. Recommendation postponed pending resubmittal of project as a PUD.
August 16, 2021, Plan Commission Public Hearing on Ordinance 2021-08.

ISSUE SUMMARY:

Resolution 2021-14 is a resolution authorizing a Real Estate Acquisition and Development Agreement with 5411 Bashford LLC (Dan Chin Homes) for 5411 Bashford Street. The CDA and Village Board have previously approved a TIF Incentives Application consisting of donation of the property valued at $60,000 plus a tax increment loan at occupancy of $172,000, for a total TIF incentive of $232,000. Approval of the TIF Development Incentives Application was conditioned on approval of a Real Estate Acquisition and Development Agreement by the Village Board. A recommendation on Resolution 2021-14 was postponed at the June 2, 2021 CDA meeting due to the Applicant's desire to amend the previously approved development project to revision the smaller ground floor commercial unit into a one-bedroom residential unit in order to meet WI Department of Safety and Professional Services requirements for ADA accessibility. This plan revision necessitated a rezone of the property from Central Commercial District to the Planned Development Infill District. The Plan Commission held a public hearing on this request at their August 16, 2021 meeting and are anticipated to make a recommendation to the Village Board at a special meeting of the Plan Commission held on September 1, 2021 prior to the start of the CDA meeting. Both the Plan Commission recommendation on the rezoning application and the CDA's recommendation on Resolution 2021-14 will then be considered by the Village Board at their September 13, 2021 meeting.

FINANCIAL/BUDGET IMPACT:

The property is in TID #4 and was acquired by the Village in 2017 for the purpose of blight elimination and redevelopment to a higher and better use. The Village previously invested about $60K in the purchase and clean-up of the property, including building demolition and removal of an underground tank in 2018. With removal of the tank, the WDNR has given the property a No Action Required (NAR) determination.

The applicant has estimated a total construction project budget of $2,030,000, up from the previous estimate of $1,503,740 due to increases in construction pricing. The applicant estimates a property assessment value of at least $1,110,000 upon project completion, effective January 1, 2023. A building of this value would generate an estimated $21,590 in annual tax increment beginning in year 2024, with a total estimated tax increment collection of $237,487 prior to closure of TID #4, assuming no changes in the property valuation or tax rate.

In addition to general building permit fees, the applicant will be required to pay applicable impact fees, including:

- Park Improvement Impact Fee: $3,961.52
- Park Land Impact Fee: $11,021.04
- Library Impact Fee: $1,724.00

VILLAGE PLAN REFERENCE:

The property is identified within the Downtown future land use category within the Village's 2017 Comprehensive Plan. Figure 4.1 of the plan, provides a general description of preferred land uses including commercial services, retail, restaurants, lodging, office, multiple family residential (mainly in upper stories), and institutional including on site and/or buildings that mix uses. Typical Implementing Zoning Districts includes the PD-I Planned Development Infill District. Figure 4.1 further recommends development policies including arranging uses in a bike and pedestrian-oriented environment with off- and on-street parking; minimal building setbacks; and building materials, designs, placement, and scale that are compatible with existing development form. The project also supports the following plan policies and objectives:

- Actively promoting infill development and redevelopment where opportunities present themselves, particularly for underutilized properties along Terminal and Triangle Drive, Highway 51, Farwell Street, and the downtown area.
- Preserve and enhance the historic character of the downtown and older Village neighborhoods, while encouraging compatible infill, redevelopment, and rehabilitation of buildings and sites.
- Proactively work to retain and grow existing businesses.
- Guide new Village housing to planned neighborhoods and mixed-use areas with convenient access to commercial and recreational facilities, transportation, schools, shopping, services, and jobs.

Over the past couple of years, the CDA has discussed various potential future uses of the property including for a single family home, duplex, commercial or mixed-uses. The property is also within the Village's Redevelopment District No. 2 Plan adopted in 2010. The plan identified the property, along with the adjacent 5407 Bashford Street parcel, for potential residential redevelopment for four townhouse units. More recent discussions by the CDA have indicated a preference for mixed-use development on the site, consistent with the 2017 Comprehensive Plan and C-C Zoning. Last year the Village Board authorized an offer to purchase 5407 Bashford Street but the Village was unable to come to agreeable terms with the property owner which would have enabled the Village to combine the two properties to create a larger redevelopment site. The Chins also considered the acquisition of 5407 Bashford Street but opted against making an offer after discussions with the owner and revisiting their own desired development plans.

Outdoor Recreation and Open Space Plan

The 2019 Outdoor Recreation and Open Space Plan (OROSP) does not identify any proposed public parks for this property.

ORDINANCE REFERENCE:

Sec. 56-140, Specifications for Preparation, Construction and Dedication of Streets and Roads
Sec. 62-66, PD-I Planned Development Infill District
Sec, 62-67, PD Planned Development District
Sec. 62-311, Site/Design Review
TID #4 Design Guidelines

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Motion to recommend to the Village Board approval of Resolution 2021-14, pending final review by the Village Attorney.

ATTACHMENTS:

1. 2021-14 Resolution Approving 5411 Bashford Development Agreement
2. Bashford Chin Development Agreement_8.26.21

VILLAGE OF
McFarland

RESOLUTION 2021-14

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND CLERK TO EXECUTE A REAL ESTATE ACQUISITION AND DEVELOPMENT AGREEMENT WITH 5411 BASHFORD, LLC.

WHEREAS, 5411 Bashford, LLC has proposed to purchase a parcel of land owned by the Village at 5411 Bashford Street in the Village and within the boundaries of Tax Incremental District No. 4, Village of McFarland ("TID #4") for the construction and operation of a mixed-use building; and

WHEREAS, the Village staff have negotiated the proposed agreement attached hereto as Exhibit A establishing the terms and conditions on which the sale would take place; and

WHEREAS, the Community Development Authority of the Village of McFarland ("CDA") has reviewed the proposed project and agreement and has recommended that the Village Board approve the terms and conditions thereof; and

WHEREAS, the Village Board finds that the sale of the land and the provision of tax incremental financing assistance on the terms and conditions contained in the agreement will expand the Village's tax base, improve the conditions in and around the property and promote the economic development of the Village, all as intended by the project plan for TID #4 and the proposed agreement is in the public interest; and

NOW, THEREFORE, BE IT RESOLVED, that the agreement attached as Exhibit A is hereby approved and the Village President and Clerk-Treasurer are authorized to execute and deliver said agreement on behalf of the Village.

BE IT FURTHER RESOLVED, that the Village Administrator is authorized to approve and execute any deeds, closing statements, title affidavits and other customary documents and to take such other actions as may be reasonable and necessary to complete the transaction contemplated by Exhibit A on behalf of the Village.

Adopted at a regular meeting of the Village Board this 13th day of September, 2021.

APPROVED:

____
Carolyn A. Clow, Village President

ATTEST:

____
Cassandra Suettinger, Clerk-Treasurer

RESOLUTION # 2021-14	
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Brassington	Rupert
Clow	St. Clair
Flaherty	Wreh
Nelson	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

REAL ESTATE ACQUISITION AND DEVELOPMENT AGREEMENT
MCFARLAND, WISCONSIN

This Real Estate Acquisition and Development Agreement ("Agreement") is entered into as of the ____ day of September 2021, by and between the Village of McFarland, a Wisconsin municipal corporation ("Village"), whose principal address is 5915 Milwaukee Street, McFarland, WI 53558, and 5411 Bashford LLC, a Wisconsin limited liability company ("Developer").

RECITALS

A. The Village owns certain land which it is holding for purposes of redevelopment.

B. Developer desires to acquire those lands described in Article II.A. below (the "Property") in order to redevelop the Property with a new mixed-use building and related site improvements;

C. The Village is willing to convey the Property to Developer, and to assist Developer by providing funding to defray a portion of the costs of the development of the Project (as defined below) consistent with the terms and conditions of this Agreement, specifying how the construction of the Project and provision of the development assistance shall be accomplished.

D. The Property is located within the boundaries of Tax Incremental District No. 4, Village of McFarland ("TID #4"), which was created to encourage redevelopment within the Village.

E. The Property was identified as appropriate for mixed-use development in the Village's Comprehensive Plan (Master Plan), adopted August 28, 2017 and was also identified as a redevelopment site in the TID #4 Project Plan adopted January 14, 2008.

AGREEMENT

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

ARTICLE I
DEFINITIONS/EXHIBITS

A. Definitions. As used in this Agreement, the following terms when having an initial capital letter shall have the following meanings:

1. Agreement. This Agreement between the Village, Developer, as amended and supplemented from time to time.

2. Plans and Specifications. The construction plans and specifications for the Project, as approved by the Village in connection with the redevelopment of the Property and the issuance of building permits for the Project.

3. Project. The development of a mixed-use project comprised of a new building containing 4 apartment units and approximately 2,450ft^2 of commercial space with those features and amenities identified in Exhibit A and the Plans and Specifications.

4. Property. The land described in Section II.A. below when owned by Developer and leased to Developer along with any lands reverting thereto as a result of vacation of adjacent public road right-of-way.

5. TID #4. Tax Incremental District No. 4, Village of McFarland, Wisconsin.

6. Tax Increment Law. Wis. Stats. §66.1105, as may be amended from time to time, as such amendments may apply to TID #4.

7. Tax Increments. The tax increments derived from the Project which have been received and retained by the Village in accordance with the provisions of the Tax Increment Law.

B. **Exhibits.** The following exhibits are attached to and incorporated into this Agreement:

Exhibit A	TIF Application
Exhibit B	Proposed Road Vacation
Exhibit C	Guarantees
Exhibit D	Fixed Rate Note
Exhibit E	Real Estate Mortgage

ARTICLE II
CONVEYANCE OF REAL ESTATE

A. Sale and Purchase of Property. On the terms set forth in this Agreement, the Village agrees to sell, and Developer agrees to purchase from the Village, the Property which is legally described as follows:

> The southerly 60 feet of Lots 8 and 9, Block 1, Johnson's Addition to the Village of McFarland, except lands conveyed to the Village of McFarland for street right-of-way as described in the Award of Compensation recorded in the Office of the Register of Deeds for Dane County in Vol. 7889 of Records as Document No. 1925694, and except the following portion of said Lot 9 to be dedicated to the public for highway purposes:
>
> COMMENCING at the most Southerly corner of Lot 8 of said Block 1 of Johnson's Addition, lying on the Northwesterly right-of-way line of Johnson Street; thence, along said Northwesterly right-of-way line and the Southeasterly line of said Block 1, North 46°51'16" East, 138.03 feet to the POINT OF BEGINNING;
>
> thence, leaving said Northwesterly right-of-way line and Southeasterly Block line, North 70°07'27" West, 67.33 feet to its intersection with a line lying 60.00 feet

Northwesterly, as measured at right angles and parallel to, said Southeasterly line of Block 1; thence, along said parallel line, North 46°51’16” East, 5.70 feet to the Southerly right-of-way line of Bashford Street per Document No. 1925694 of Dane County Records; thence, along said Southerly right-of-way line, South 69°35’24” East, 67.01 feet to aforesaid Northwesterly right-of-way line of Johnson Street and Southeasterly line of Block 1; thence, along said Northwesterly right-of-way and Southeasterly Block line, South 46°51’16” West, 5.00 feet to the POINT OF BEGINNING.

B. Purchase Price. The purchase price for the Property shall be One Dollar ($1.00) payable in cash at Closing (as defined below).

C. Deed and Conveyance. The Village shall convey the Property to Developer by warranty deed (the "Deed"), free and clear of all liens and encumbrances except municipal and zoning ordinances, general taxes for the year of closing, and such other matters as may be approved, or objections thereto waived, pursuant to Sections II.E. or II.F. of this Agreement (collectively, "Permitted Encumbrances").

D. Closing. The closing of this transaction ("Closing") shall take place on or before September 30, 2021 ("Closing Date"), at the Madison, Wisconsin office of First American Title Insurance Company, or at such other time and place as may be agreed to by the parties in writing. At the Closing, all general real estate taxes for the year of Closing, rents and other expenses related to the Property shall be prorated by Developer and the Village as of the Closing Date. Village shall pay the Wisconsin Real Estate Transfer Fee, if any, applicable to the conveyance of the Property to Developer.

E. Evidence of Title.

(1) On or before September 17, 2021, the Village will provide Developer with a commitment for a policy of title insurance (the "Commitment") issued by First American Title Insurance Company ("Title Company"), showing the condition of title to the Property as of a date not more than fifteen days prior to the effective date of the Commitment.

(2) Developer shall have until September 22, 2021 in which to provide the Village with written notice of any objections ("Objection Notice") to matters of title reflected in the Commitment.

(3) Village shall have fifteen (15) days after the receipt of an Objection Notice from Developer (the “Cure Period”) in which to cure or remove such objectionable items and the closing shall be postponed to the extent necessary to accommodate the Cure Period. Village shall be obligated to remove any mortgages, liens, special assessments and special charges encumbering the Property prior to or upon Closing, and to use commercially reasonable efforts to cure or remove other objectionable items within the Cure Period, provided, however, that the Village shall have no obligation to attempt to vacate public highways or utility easements affecting the

Property except as provided in Section II.F(4) below. If such other objectionable items remain at the end of the Cure Period, Developer shall have the option to either: (i) terminate this Agreement by written notice to the Village delivered within three (3) days after the expirtion of the Cure Period or (ii) accept title in the condition reflected in the Commitment, including such previously objected to matters as the Village was unable to cure, in which case, such waived objection(s) shall be considered additional Permitted Encumbrances to the deed by which conveyance of the Property is made and the Village's warranty of title.

(4) Costs of title, including, without limitation, the Commitment, search and related fees, closing fees and title policy premium (including a gap endorsement) and related charges shall be paid by the Village.

F. <u>Contingencies</u>. Developer's obligation to conclude this transaction shall be contingent on the following:

(1) *Warranties True at Closing.* All of the Village's warranties and representations in this Agreement shall be true, complete and correct as of Closing.

(2) *Compliance with Agreements.* Village shall have performed and complied with all agreements and conditions required in this Agreement to be performed and complied with by Village prior to or at the Closing.

(3) *Permits /Variances.* Developer shall have received all governmental authorizations deemed necessary by Developer to permit construction and operation of the Project. Village agrees to use reasonable efforts to cooperate with Developer to obtain such approvals, permits, variances or waivers. This contingency shall be deemed waived unless Developer provides written notice to the Village on or before June 25, 2021 that it has been unable to obtain such authorizations and elects to terminate this Agreement.

(4) *Partial Vacation of Johnson Street Right-of Way.* The Village shall have discontinued that portion of the public right-of-way of Johnson Street adjacent to the Property as shown on **Exhibit B**. Developer acknowledges that the southeasterly portion of the discontinued roadway will be subject to a public utility easement, and such easement shall be considered a Permitted Encumbrance to title. The Village shall initiate and diligently pursue the discontinuance process, but Developer acknowledges and agrees that the Village's governing body retains the governmental discretion to reject or modify the proposed discontinuance after considering public comments, including those made at a public hearing. Developer further acknowledges that the width of Johnson Street adjacent to the Property will be substandard unless the Village is able to acquire additional right-of-way to the east on reasonable terms and conditions, and the inability to do so may result in rejection of the proposed discontinuance. If this contingency is not satisfied on or before June 14, 2021, this Agreement shall terminate.

G. Possession and Access. Village shall deliver possession of the Property to Developer on the Closing Date. Village hereby grants to Developer, for itself and its agents and contractors, a right of access to the Property at reasonable times after execution of this Agreement and prior to Closing to make inspections, tests and surveys as determined by Developer, at Developer's expense. Developer shall indemnify and hold Village, harmless from any and all liability for injury or damage to persons or property arising out of Developer's exercise of the rights granted under this Section II.G. except to the extent caused by the active negligence or misconduct of Village and, in the event this transaction fails to close for any reason whatsoever, Developer shall restore the Property, to the extent practicable, to the condition it was in immediately prior to the exercise of such rights. Developer shall assure that all contractors and other parties performing any testing or other activities on the Property are timely paid and that no lien attaches to the Property as a result of any such activities, and shall take all actions necessary to satisfy or remove any lien which so attaches.

H. Real Estate Broker. The Village shall be solely responsible for payment of any commission or fee to any real estate agent or broker retained by the Village payable as a result of this transaction, and Developer shall be solely responsible for payment of any commission or fee to any broker or agent retained by Developer.

I. Representation of Village. Village represents and warrants to Developer, and covenants with Developer that:

(1) *Authority to Act.* The Village has all requisite power and authority to enter into this transaction, to execute, deliver and perform this Agreement, to execute and deliver the Deed and each and every other instrument required by this Agreement and otherwise to consummate the transaction herein contemplated. Neither the execution, delivery nor performance of this Agreement by Village will result in the breach of any charter, contract, restriction, covenant or agreement, or order, judgment or decree by which Village is bound or affected.

(2) *Authority of Signatories.* Each individual signing on behalf of the Village is duly authorized, in the capacity indicated in the signature blocks forming a part of this Agreement, to sign this Agreement on behalf of Village, and such signatures are sufficient to bind the Village hereto.

(3) *Condemnation.* The Village has no notice or knowledge of any proceeding pending for condemnation or other taking by eminent domain of the Property or any part thereof, and, to the knowledge of Village, no such proceeding is threatened.

(4) *Bankruptcy and Foreclosure.* Neither the Property nor Village is the subject of any legal proceedings in foreclosure, reorganization, assignment for the benefit of creditors, receivership, bankruptcy or insolvency.

(5) *Litigation.* Village has no notice or knowledge of any claims, legal actions, suits, arbitrations, or other legal or administrative proceedings against Village or the

Property pending or threatened, which will in any way affect the Property or the consummation of this transaction;

(6) *Condition of Soil.* The Village has no notice or knowledge that the sub-surface condition of the Property is unsuitable for construction of the proposed Project, or that there are unusual sub-surface conditions at the Property which would render the construction of such Project unusually difficult or expensive.

(7) *Violations of law.* The Village has no notice or knowledge of any violations of any laws, ordinances, orders or regulations issued by public authorities pertaining to health, safety, fire or otherwise affecting or pertaining to the Property; and Village has no notice or knowledge of any pending investigations or proceedings pertaining to any of the same;

(8) *Environmental.* The Village has no notice or knowledge of any condition on the Property which violates any environmental, hazardous or toxic substance or waste, sewage, building, underground storage tank or other federal, state or local law, code, ordinance or regulation; nor any notice or knowledge that the Property contains any toxic substance or hazardous waste, as those terms are defined by any local governmental authority, Federal or state law or regulation, including without limitation the Comprehensive Environmental Recovery, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.*, and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, or petroleum, petroleum products and oil (collectively, "Hazardous Substances"), and to Village's knowledge the Property does not contain any underground storage tanks, surface impoundment, lagoon, or other storage facility or landfill or similar waste disposal area. Developer is aware that an underground storage tank was previously removed from the Property and the Wisconsin Department of Natural Resources issued a “No Action Required” determination for the site.

(9) *Possession/Occupancy.* There are no persons, in possession or occupancy of the Property or any part thereof, nor are there any other persons who have possessory rights in respect to the Property or any part thereof.

J. <u>Representations of Developer</u>. Developer each represent and warrant to the Village and covenant with the Village that:

(1) *Authority to Act.* It has all requisite power and authority to enter into this transaction, to execute, deliver and perform this Agreement, to execute and deliver each and every instrument required by this Agreement and otherwise to consummate the transaction herein contemplated. Neither the execution and delivery, nor performance of this Agreement, will result in the breach of any contract, covenant or agreement, or order, judgment or decree by which such party is bound or affected.

(2) *Authority of Signatories.* The individuals signing on behalf of such party are duly authorized, in the capacity indicated in the signature blocks forming a part of this Agreement, to sign this Agreement on behalf of such entity, and such signatures are sufficient to bind such party hereto.

K. Condemnation. In the event of a material taking or taking for use of all or any part of the Property by eminent domain, or the commencement of proceedings therefor, at or prior to the Closing, Developer, by notice in writing given prior to closing and within five (5) business days after it receives notice of such intended taking, shall have the right to terminate this Agreement, in which event this Agreement shall wholly cease and terminate or Developer may consummate this transaction and in that event Developer shall have the sole right to any award made for such taking.

L. Additional Documents. The parties will, upon request of either party at any time after the closing, execute, deliver and/or furnish all such documents and instruments, and do or cause to be done all such acts and deeds, as may be reasonably necessary to carry out the purposes and intent of this Agreement.

M. Notices. Any notice required or permitted to be given hereunder by the parties may be delivered personally, sent electronically via e-mail or facsimile or delivered by nationally recognized commercial overnight courier. Notices shall be addressed as follows:

IF TO VILLAGE:	Village of McFarland 5915 Milwaukee Street McFarland, WI 53558 Attn: Village Administrator Email: Matt.Schuenke@mcfarland.wi.us
COPY TO:	Allen D. Reuter Reuter, Whitish & Evans, S.C. 44 East Mifflin Street, Suite 306 Madison, WI 53073-2895 Email: areuter@rwelaw.net
IF TO DEVELOPER:	5411 Bashford LLC 5920 Exchange Street McFarland, WI 53558

Notices personally delivered or sent electronically via email or facsimile shall be deemed received when given, if prior to 3:00 PM recipient's local time on a business day, otherwise on the next regularly occurring business day. Notices sent by nationally recognized commercial overnight courier shall be deemed received on the business day following deposit.

N. Subsequent Conveyance by Developer. Commencing on the date of occupancy permit issuance for the Project, and continuing until termination of TID #4, Developer shall not, without the prior approval of Village, in Village's sole discretion, allow the Property to be put to any use that would render it fully or partially exempt from real property taxes, and Developer shall not convey the Property to any entity unless such entity agrees in writing to be bound by the provisions of this section and Section III.B. to the same extent as Developer. No sale of the Property or any part thereof by Developer shall terminate the obligations set forth in this Agreement of either the Developer or any Guarantors, unless Village approves the assignment of such obligations in writing, which approval shall not be unreasonably withheld.

O. Permits and Approvals. The Village shall reasonably assist Developer in obtaining all necessary governmental authorizations for the construction and operation of the Project as contemplated by this Agreement, provided, however, that nothing in this Agreement shall be construed to limit the authority of any governmental board, commission, agency or officer in the determination of whether to grant or deny any such authorization, nor to guaranty that any authorization will be granted. The parties acknowledge that such approvals will be granted or denied in accordance with applicable legal requirements.

P. Survival of Terms. In the event this Agreement is terminated as permitted under Sections II.E., II.F. or II.K or for any other reason, such termination shall not affect (a) any obligation under this Agreement of any party to provide indemnification based on acts, omissions or events occurring prior to termination or (b) any obligation of Developer to restore the Property to its former condition as provided in Section II.G, which obligtations shall continue in full effect.

ARTICLE III
DEVELOPER OBLIGATIONS

A. Completion of Development. Developer shall redevelop the Property by constructing the Project. The Project shall include all material components and features as generally identified in **Exhibit A** and be constructed in accordance with all approved building plans, site plans and other applicable governmental approvals and regulations.

B. Guarantee of Tax Increment.

(1) Required Value. Developer shall assure that the Property shall have a taxable fair market value as of January 1, 2023, as determined under Wis. Stats. §70.32(1), of not less than $1,110,000 (the "Required Value").

(2) Payment of Tax Deficiency. If the taxable fair market value of the Property as of January 1, 2023 is less than the Required Value, Developer shall pay to Village a sum ("Deficiency Payment") which is the difference between the general property taxes, if any, actually generated by the Property in that year and the amount of general property taxes that would have been generated by the Property if the Required Value had been achieved. For avoidance of doubt, the Deficiency

Payment required by this subsection, when added to the real property taxes actually received by the Village in a given year, shall equal the real property taxes the Village would have received if the promised Property value for that year had been achieved. Deficiency Payments shall be calculated in each year for which the taxable fair market value is less than the Required Value and shall be payable in equal installments on or before January 31 and July 31 next following the year in which the valuation shortfall occurred.

C. Personal Guaranty. The parties acknowledge that the Village is relying on the professional ability and personal investment of Developer's principals, Dan Chin and Meg Chin in entering into this Agreement and that such personal involvement is part of the consideration for this Agreement. Dan Chin and Meg Chin (the "Guarantors") agree to guaranty to the Village the prompt payment and performance of all obligations of Developer under this Agreement. Concurrently with the execution of this Agreement, the Guarantors shall fully execute and provide to the Village documentation of such guarantees in the form attached hereto as **Exhibit C.**

D. Application of Funds. Tax increments generated by the Property shall be applied in the discretion of the Village, provided that this Agreement and Developer's and any Guarantor's obligations to guaranty tax increment under the Agreement shall terminate upon the earlier of (i) the payment to the Village of aggregate tax increments attributable to the Propety, plus any Deficiency Payments made by Developer or any Guarantor, in the amount of $232,000 and (ii) the termination of TID #4. At such time as Developer's and the Guarantor's guarantees terminate, the Village shall execute an acknowledgment of termination or a release of this Agreement, the business note, the guarantees and a satisfaction of the real estate mortgage in recordable form.

E. Financial Disclosure. Developer and the Guarantors shall each furnish current financial statements certified to be true, correct and complete effective January 1, 2021, and annually effective each January 1, thereafter until the termination of this Agreement. Such financial statements shall be delivered to the Village attorney by March 31 of each such year. The financial statements shall be deemed to be records obtained under pledge of confidentiality. In the event of an open records request for release of such financial statements, the Village shall immediately give Developer written notice of the request to allow Developer to seek a protective order or other appropriate remedy to prevent public disclosure of those statements.

F. Insurance Policies. Developer shall furnish to the Village certificates of insurance for all insurance policies required to be delivered under this Agreement. The policies shall include the following:

(1) A commercial general liability insurance policy insuring against all claims for personal injury, death or property damage for which Developer might be liable, occurring upon, in or about the Property to the limit of not less than $5,000,000 of combined single limit coverage.

(2) A policy insuring the Property (including construction in progress), in an amount at least equal to the full replacement value thereof, without deduction for depreciation, against damage or destruction by fire, windstorm and any other loss or damage customarily insured in comparable structures. The minimum insured value shall, in all cases, be at least equal to the Required Value as specified in Section III.B of this Agreement.

(3) Developer shall assure that any insurance policies issued hereunder shall provide the Village with 30 days' prior notice of cancellation of any such insurance policy.

G. Village Fees. The residential portion of the development is subject to fees in lieu of parkland dedication, impact fees, and building permit fees. Developer shall pay such fees to the Village in accordance with the established Village schedule at the same time and on the same schedule as other such development in the Village is required to pay such fees.

ARTICLE IV
TIF FINANCING

A. The TIF Loan. In order to induce Developer to undertake redevelopment of the Property as required by this Agreement, the Village agrees to provide Developer with economic development assistance through tax increment financing pursuant to Wis. Stats. §66.1105 in the form of a loan in an amount up to $172,000 (the "TIF Loan"). The TIF Loan shall be utilized solely to pay for project costs, as defined in Wis. Stats. §66.1105(2)(f) and as specified in the project plan for TID #4 and including those identified in **Exhibit A,** incurred by Developer for work done at the Property for purposes directly related to the redevelopment and construction of the Project. In no event shall any portion of the TIF Loan be used to pay general property taxes or to reimburse Developer or any other person or entity for the payment of general property taxes.

B. The Village's obligation to disburse any amounts of the TIF Loan shall be conditioned upon all of the following:

(1) Developer shall have executed a contract with a design professional for architectural and/or engineering services necessary for completion of the Plans and Specifications for the Project.

(2) Developer shall have executed and provided to the Village (or its attorney) a construction contract with costs of construction redacted (the "Construction Contract") with a contractor for all construction necessary for completion of the Project.

(3) Developer shall have entered into a separate agreement with the Village governing the construction, inspection and dedication to the Village of any proposed public infrastructure improvements related to the Project and shall have recorded an appropriate agreement, restrictive covenant or other instrument

providing for the perpetual maintenance of any proposed private stormwater facilities serving the Property in a form approved by the Village and enforceable by the Village.

(4) Developer shall have provided an accepted financing commitment or evidence of available funds in a form acceptable to the Village, agreeing to provide financing or credit enhancement for the Project.

(5) Developer shall have delivered to the Village certificates of insurance required to be in force by Section III.F. of this Agreement in a form acceptable to and approved by the Village Attorney, along with any policies, endorsements or other documents necessary to confirm the existence of the required coverage.

(6) Developer shall have obtained all approvals, permits, and licenses necessary to complete construction of the Project, including:

(a) all zoning, site plan and other approvals required to commence construction;

(b) all approvals of the Plans and Specifications, including plans for public water mains and related facilities;

(c) a Village of McFarland building permit.

(7) Developer shall have the power and authority to enter into this transaction, to execute, deliver and perform this Agreement, to execute and deliver each and every instrument and otherwise to consummate the transaction herein contemplated. Neither the execution, delivery nor the performance of this Agreement by Developer will result in the breach of any of the contract, covenant or agreement or judgment or decree by which Developer is then bound or affected.

(8) Developer shall not be the subject of any legal proceedings in foreclosure, reorganization, assignment for the benefit of creditors, receivership, bankruptcy or insolvency.

(9) The Project and the Property shall be in full compliance with all applicable State, Federal and local laws, ordinances and regulations, or a compliance plan acceptable to the Village shall be in effect to achieve such compliance.

(10) Developer and the Project shall be in full compliance with this Agreement.

C. The Village agrees, on the terms and subject to the conditions contained in this Agreement, to disburse the full TIF Loan to Developer after final inspection and issuance of a certificate of occupancy by the Building Inspector.

D. The TIF Loan shall be disbursed to Developer within 15 business days of receipt by Village from Developer of a written statement itemizing the expenses paid by Developer for which payment from the TIF Loan is requested, along with the following written documentation reasonably satisfactory to the Village:

(1) A copy of the recorded conveyance document and title insurance policy confirming that the Property is owned in fee simple by Developer.

(2) Documentation demonstrating that lien waivers have been given for each and every contractor, subcontractor and material supplier for all costs incurred for the work performed on the Property that has been completed to the date of the request.

(3) Documentation in a form reasonably acceptable to the Village confirming Developer's compliance with the position opening requirements of Wis. Stats. §66.1105(6c).

(4) A fully executed business note for the TIF Loan in the form attached hereto as **Exhibit D.**

(5) A fully executed mortgage securing the TIF Loan in the form attached hereto as **Exhibit E.**

E. Default. The Village may withhold any disbursements from Developer at any time Developer is not in compliance with any of its obligations under this Agreement, including, but not limited to its guarantee of the value of the Property.

F. Loan Due on Sale. Notwithstanding any other provision in this Agreement, the TIF Loan shall become fully due and payable upon any transfer of all or a portion of the fee simple interest in the Property or the Project to a third party without the prior written consent of the Village, such consent subject to the reasonable discretion of the Village. For purposes of this provision, a transfer of a controlling interest in Developer to any third party shall be deemed a transfer. Developer covenants and agrees to notify the Village prior to any such transfer.

G. Subordination. The Village's rights in the Property arising in connection with the TIF Loan shall be subordinate to a first mortgage and related security interests to secure a letter of credit or loan in the original principal sum not to exceed One Million Five Hundred and Four Thousand Dollars ($1,504,000). Upon reasonable request by Developer or its lender, the Village shall execute a recordable instrument evidencing such subordination. The Village's subordination agreement shall not apply to any subsequent advances made by the first mortgage lender after the disbursement by the lender of the original principal loan amount without the written consent of the Village.

ARTICLE V
REMEDIES

A. General. In the event of any default in or breach of this Agreement or any of its terms or conditions by any party hereto or any successor in interest to such party, such party or successor shall have the right to cure or remedy such default or breach within thirty (30) days of written notice thereof, unless a longer term is specified or unless such default or breach requires more than the payment of money to cure and cannot reasonably be cured or remedied within such thirty (30) day period, in which case, no default or breach shall be deemed to exist if the party alleged to be in default immediately commences to cure the default and diligently continues to take such reasonable action as are necessary to effect a complete cure as soon as practicable thereafter. In case such action is not taken or is not pursued as described in the previous sentence, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure the default or breach, including but not limited to proceedings to compel specific performance by the party in default or breach of its obligations. Nothing in this Agreement shall be construed to, in any way, affect or control the Village's exercise of its police power.

B. No Waiver by Delay. Either party shall have a right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or deprive it of or limit such rights in any way (it being the intent of this provision that neither party shall feel compelled to institute legal action so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of waiver, laches, or otherwise at a time when it may still hope otherwise to resolve the problems created by the default informally); nor shall any waiver made by a party with respect to any specific default by the other party under this section be considered or treated as the waiver of the rights of the non-defaulting party with respect to any other defaults by the defaulting party under this section or with respect to the particular default except to the extent specifically waived in writing.

C. Force Majeure. For the purposes of any provisions of this Agreement, neither Developer and any successor in interest nor the Village shall be considered in breach or default of its obligations with respect to the beginning and completion of construction of the Project or progress in respect thereto to the extent delay in the performance of such obligations is due to unforeseeable causes entirely beyond its control and without its fault or negligence, including but not restricted to acts of God, acts of the public enemy, acts of the federal government, fires, floods, epidemics, quarantine restrictions, unforeseen site conditions, strikes, embargoes, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of this provision, that in the event of the occurrence of any such forced delay, the times of performance of any of the obligations of Developer with respect to construction of the Project shall be extended for the period of the forced delay. Nothing in this paragraphs shall be construed to extend the due date of payment of any monetary obligation of either party hereunder.

D. Remedies for Failure to Construct. Notwithstanding any other provision in this Agreement, and in addition to all other remedies available to the Village, in the event Developer has not commenced construction of the Project on or before December 1, 2021, Developer shall, upon written request of the Village made prior to commencement of building construction, reconvey the Property to the Village for the same consideration paid by Developer, free and clear of all liens or encumbrances created by the act or default of Developer.

E. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement whether provided by law or provided by the Agreement shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different times of any other such remedies for the same event of default or breach or of any of its remedies for any other event of default or breach by any other party. No waiver made by either such party with respect to the performance, manner, or time thereof or any obligation of any other party or any of the conditions to its obligations under the Agreement shall be considered a waiver of any other rights of the party making the waiver or any other obligations of any other party.

F. Indemnification. Developer and its successors and assigns shall indemnify, save harmless and defend the Village and its officers, agents, attorneys, consultants and employees of and from any and all liability as well as from lawsuits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including attorneys costs and fees, for claims of any character including liability and expenses in connection with the loss of life, personal injury or damage to property or any of them because of injuries or damages received or sustained by any persons or property on account of or arising out of the approval or construction of the Project occasioned wholly or in partly from any act or omission on Developer's part or on the part of Developer's agents, contractors, subcontractors, invitees or employees, at any time.

G. Notification of Position Openings. Developer is aware that the Village has incurred real property assembly costs within the meaning of §66.1105(2)(f)l.c., Wis. Stats. and that, pursuant to §66.1105(6c)(b), Wis. Stats. Developer is required to notify the Wisconsin Department of Workforce Development and the local workforce development board established under 29 USC §2832 of any positions to be filled by Developer in Dane County within one year following the date of Closing.

ARTICLE VI
MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement represents the entire agreement between the parties hereto and may be amended only by a written agreement executed by both parties.

B. Severability. The various provisions in this Agreement are intended to be severable. In the event that any single term in this Agreement is determined to be invalid or unenforceable, such determination shall not affect any of the remaining provisions which shall continue in full force and effect.

C. Disclaimer of Relationships. Developer acknowledges that nothing contained in this Agreement or any contract between Developer and the Village or any act by the Village or any third parties shall be deemed or construed by any of the parties or by third persons to create any relationship of third-party beneficiary, principal, or agent; limited or general partnership or joint venture or of any association or relationship involving the Village.

D. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Wisconsin. In the event of a dispute, venue shall lie for all parties in Dane County, Wisconsin.

E. Section Captions. The captions or headings of the various sections of this Agreement are intended for ease of reference only and shall not be deemed to define, limit or describe the scope or intent of this Agreement and are not part of this Agreement.

F. Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors or assigns. The obligations shall run with the land and be binding on any party acquiring title to the Property.

G. Non-merger. The warranties, covenants and agreements set forth herein shall not merge into the deed and shall survive the closing.

H. Non-Discrimination. Developer for itself, its successors, and assigns, agrees that in the performance of all obligations under the terms and conditions of this Agreement that neither the Project nor any portion thereof shall be used by any party in any manner to permit unlawful discrimination or unlawful restriction on the basis of race, creed, ethnic origin or identity, color, gender, marital status, familial status, age, handicap, sexual orientation, or national origin and the construction and operation of the Project shall be in compliance with all laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds as may be in effect from time to time.

I. Neutral Construction. The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any part hereof.

J. Recording. Either party may record a copy of this Agreement or a memorandum providing notice of this Agreement in the office of the Register of Deeds for Dane County.

K. Estoppel Certificates. The Village shall, within twenty (20) days of receipt of written request, furnish promptly to Developer, its mortgage lender or a purchaser of the Project, a written statement setting forth the amount of Developer's remaining liability under this Agreement and stating that there are, to the knowledge of the party executing the statement, no events of default or then-existing circumstances which could, solely with the passage of time, become events of default or specifying such events and circumstances, if such is the case.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first written above.

DEVELOPER:

5411 Bashford LLC

By:____
Daniel Hnatt Chin, Member

By:____
Meg Elizabeth Chin, Member

VILLAGE OF McFARLAND

By:____
Carolyn A. Clow, Village President

By:____
Cassandra Suettinger, Clerk/Treasurer

TAX INCREMENT FINANCING DEVELOPMENT INCENTIVES APPLICATION

Village of McFarland
Wisconsin - United States of America

Application ID: 2021 (Year) - 01 (#) to be completed by Village Community Development Director upon submittal

Please complete and submit the following information to the Village Community Development Director for a more detailed review of the feasibility of your request for Tax Incremental Financing (TIF) Development Incentives. The application is comprised of five sections: (A) Applicant Information, (B) Property Information, (C) Project/Business Information, (D) TIF Request, (E) Budget/Financing Strategy, and (F) Applicant Certification and Acknowledgement. Where there is not enough room for responses provided, please use an attachment. Where questions do not apply, mark NA (not applicable). Applicants are encouraged and may be required to submit additional information such as site plans, environmental studies, market studies, business plans, business or personal financial statements, or financial commitment letters to be included for review and consideration.

A. APPLICANT INFORMATION

Project Name: 5411 Bashford Street - Mixed Use Redevelopment

Applicant: 5411 Bashford LLC

Mailing Address: 5920 Exchange Street

Primary Contact: Meg Chin Telephone: 608-620-4177

Email: meg@danchinhomes.com Fax:

Legal Entity: ☐ Individual(s) ☐ Joint Tenants ☐ Tenants in Common

☐ Corporation ☒ LLC ☐ Partnership ☐ Other: ______

If not a Wisconsin corporation/partnership/LLC, state where organized: ______

Will new entity be created for ownership? ☒ No ☐ Yes

Is any owner, member, stockholder, partner, officer or director of any previously identified entities, or any member of the immediate family of any such person, an employee or elected official of the Village of McFarland?

☒ No ☐ Yes, If yes, give the name and relationship of the employee: ______

EXHIBIT A

Provide the names of consultants (e.g. attorneys, engineers, planners, architects, contractors, etc.) authorized to act on behalf of the applicant.

Name	Title/Company	Email	Phone #

B. PROPERTY INFORMATION

Parcel(s) Address: 5411 Bashford Street

Parcel(s) Tax Number: 154/0610-034-0618-1

As the Applicant, are you the current owner of this parcel(s)? ■ No ☐ Yes

If no, current owner is: Village of McFarland

If no, do you have an agreed upon option to purchase the property? ■ No ☐ Yes (provide documentation and note the expiration date here: ______________________

Total Lot Size: 9757.44 square feet

Parcel Contains Existing Buildings? ■ No ☐ Yes

If yes, indicate Total Building Size__________________sq.ft.

Most recent property assessment (PA):

$ 60,000 Land $ 0 Improvements $ ____________ Total

Existing Uses: Empty Lot

Existing Zoning: C-C (Central Commercial)

Existing Uses, Adjacent Parcels: Bashford Street N R-2 S Johnson Street E C-C W

Existing Zoning, Adjacent Parcels: Bashford Street N R-2 S Johnson Street E C-C W

Will a zoning change be requested? ☐ No ■ Yes

If yes, indicate new zoning Planned Development

Identify other approvals, permits, or licenses your project may need (e.g. County, State or Federal permits).

Village Erosion Control & Stormwater Management, Wisconsin DNR Public Sanitary Sew

Existing Mortgage Holder: ____________________

Contact Person & Phone Number: ____________________

Does the property have any existing tax delinquencies, zoning or building violations? ☐ No ☐ Yes

If yes, explain: ____________________

C. PROJECT/BUSINESS INFORMATION

The proposed project is: ☐ An Improvement to Existing Business ■ A New Business(s)

☐ Business Relocation ■ Residential Development ☐ Other

Project Description. Include any plans or illustrations prepared for the project, if available. At a minimum, a concept plan shall be submitted with the application.

See Site Plans. Proposing one commercial unit and (1) one-bedroom apartment on the first floor of the development with (3) two-bedroom apartments located on the second floor. The commercial space will be leased to Dan Chin Homes.

Will the project incorporate any "sustainability" or "green design" concepts? Describe.

Erosion control and stormwater management requirements will be met. Permeable pavement will be installed to provide infiltration.

Current annual revenue: $N/A Estimated annual revenue: $N/A

Current annual expenses: $N/A Estimated annual expenses: $N/A

Business Plan and/or Marketing Plan attached? ■ No ☐ Yes

Balance Sheets and Profit and Loss Statements for the past two years attached? ☐ No ☐ Yes

Describe the project schedule.

Final Plan/Specification Preparation Date: June 8, 2021

Preliminary Construction Start Date: October 1, 2021

Preliminary Construction Completion Date: May 31, 2022

Date Occupied or Opened: June 1, 2022

Number of principal buildings and estimated square footage: 2450 sf commercial, 3690 sf residential

Estimated equalized assessed valuation after project completion (EAV)

$ 60,000 Land $ 1,300,000 Improvements $ 1,360,000 Total

Estimate the incremental property taxes to be generated by the project (attach any independent appraisals).

Pre-improvements:	$ 60,000	PA	x	.0215 Mill Rate =	$ 1,290	Total (A)
Post-improvements:	$ 1,300,000	PA	x	.0215 Mill Rate =	$ 27,950	Total (B)

Additional increment (B-A) = $ 26,660

Will the proposed project result in the relocation of economic activity/businesses from another location within the Village? ☐ No ■ Yes

If yes, discuss the nature of any anticipated relocations and the impact the relocation would have on the neighborhood where such activity is currently located.

Dan Chin Homes would relocate from 5920 Exchange Street

Will the proposed project result in the relocation of economic activity from an adjacent community?
■ No ☐ Yes

If yes, discuss the nature of any anticipated relocations and the impact the relocation would have on the community where such activity is currently located.

Identify any proposed tenants of the project. Have leases been negotiated or signed? ☐ No ☐ Yes

(1) One-bedroom and (3)Two-bedroom units will be rented by qualified tenants

Who will own and operate the developed property? Dan and Meg Chin

Do similar businesses/uses already exist in McFarland?

☐ No ■ Yes, If yes, indicate Dan Chin Homes is currently located in McFarland

Describe any differences in your proposed business/uses to existing businesses/uses

None

Current and Created Jobs by Annual Wage Range (Full Time ≥ 30 hrs/week).

$0-$19,000

______ Full Time (current) ______ Part Time (current) ______ FT (created) ______ PT (created)

$20,000-$39,000

______ Full Time (current) ______ Part Time (current) ______ FT (created) ______ PT (created)

$40,000-$59,000

4 Full Time (current) 1 Part Time (current) 2 FT (created) 2 PT (created)

$60,000+

2 Full Time (current) ______ Part Time (current) ______ FT (created) ______ PT (created)

Average per hour wage rate of all employees (not including benefits) $____________________

Approximately what percentage of employees do you expect will be hired from the McFarland area (i.e. 53558 zip code) 70%.

Will the proposed business offer its employees a benefit package including health care and retirement benefits?
☐ No ■ Yes

Discuss neighborhood impact/support for the project. Has the applicant discussed the project with neighboring property owners? ■ No ☐ Yes

Discuss any history of community involvement by the applicant or business within the Village.

Founded in 2013, Dan Chin Homes is currently the #1 ranked real estate team serving the McFarland area.

Has any portion of the project already been started or completed? ■ No ☐ Yes

If yes, describe the portions of the project completed, the work remaining, and why public financing is necessary to complete the project.

Public financing is required to overcome unique site costs to meet bank loan financing requirements.

D. TIF REQUEST

State the total amount of TIF assistance being requested: $172,000

State the form of incentives requested:

- ☐ Developer Loan (pay-as-you-go)
- ☐ Traditional Loan
- ☐ Tax Increment Loan at Occupancy
- ■ Tax Increment Loan at Project Start
- ☐ Other

State the need and justification for TIF assistance. Explain how the applicant intends to demonstrate compliance with the "but for" test. Substantiate that other alternative methods of financing have been thoroughly explored.

A higher level of construction materials are being proposed to attract tenants and to overcome the blighted conditions of the overall area. The unique site requires irregular development costs such as relocating existing sanitary sewer, removing and replacing existing curb,gutter and asphalt to install relocated sanitary sewer, proposed storm sewer, and intersection improvements. The unique site also requires the installation of permeable pavement to meet infiltration costs, Village Engineer inspection, Village Attorney reviews, etc.

In order to demonstrate compliance with the "but for" test, the applicant will provide costs for the higher level of construction materials, the site amenities and the unique site development costs. The applicant will also provide the business plan proforma.

Check which box(s) best describe the use of TIF funds:

- ☐ Land Acquisition/Survey
- ☐ Environmental Audits
- ☐ Site Grading
- ☐ Demolition/Remediation
- ■ New Construction
- ☐ Rehabilitation/Expansion
- ■ Utility Improvements
- ■ Parking/Access
- ☐ Landscaping
- ☐ Recreation/Conservation
- ■ Professional Services
- ☐ Financing Costs
- ☐ Other

E. PROJECT BUDGET AND FINANCIAL STRATEGY

Project Costs	Amount ($)	Source(s) of Financing
Property Acquisition		(See Separate Cost Schedule)
Environmental testing/remediation		
Demolition		
Construction of new building(s)		
Site Improvements		
Renovation of existing structures		
Cost of installation of machinery/equipment		
Architectural/Engineering fees		
Legal & other professional fees		
Permit fees		
Financing fees		
Developer fees		
Other (please specify)		
Total Project Costs		$1,492,000

Budget source: ☐ Developer ☒ Arch/Eng ☐ Contractor ☐ Other ____________________________

Sources of Financing	Amount ($)	Percent of Total Costs
TIF	172,000	8.473 %
Equity	180,000	8.867 %
Loans	1,618,000	79.704 %
Grants		%
Other (please specify)	(Land) 60,000	2.965 %
Total Project Costs	2,030,000	**100.0 %**

Lender for Project if in addition to the Village: Yet to be determined

Officer Meg Chin Phone 608-620-4177 Email meg@danchinhomes.com

Preapproved: ☒ No ☐ Yes, attach a Letter of Commitment from the Lender indicating that the applicant has sufficient financial resources to obtain the private financing for the project.

Grant Sources: N/A Grant Amount: N/A

Grant Officer: N/A Phone_______________ Email______________________________

Application Status: ____

Date of Grant Announcement: ________________________________

F. APPLICANT CERTIFICATION AND ACKNOWLEDGEMENT

I acknowledge being informed that the Village of McFarland (Village) will, upon request by a member of the public or in the course of reporting its activities to the public, disclose the names of individuals requesting Tax Incremental Financing (TIF), the amount of TIF requested, state/federal programs used, if any, and the development impact of the TIF requested (e.g. jobs created, tax base impact and total project investment). I have been assured by the Village, and I understand, that other financial information provided by me in connection with this application or with assistance from the Village, if any is given (including, but not necessarily limited to business and personal financial statements, business operating statements, data on historical and projected future sales or other aspects of business performance, and business plans) will, to the extent permissible by law, and except for use in collection proceedings, if any, be treated as confidential. This will confirm that I have relied upon such assurance by the Village in providing financial information to the Village, and that, but for such assurances, such information would not be provided.

I certify that the information contained in this application is, to the best of my knowledge, true and correct. I agree to notify the Village, in writing, of any changes that materially affect the accuracy of this statement. I authorize the Village or its agents to verify the information provided in this application and to obtain additional information concerning the applicant(s) financial condition.

I certify through signing the TIF application that the final form and amount of financing the Village offers may differ from that requested. The form and amount of financing shall be finalized through the execution of a development agreement.

I certify that financial, insurance, and project assurances will be required as part of the final development agreement to be negotiated with the Village upon preliminary approval of this application. These may include, but are not limited to, assessment guarantees, letters of credit, personal or corporate guarantees, minimum payment agreements, lien waivers for contractors, consent of mortgagee or other loan security instrument. All terms and obligations of the Village and the applicant shall be finalized through the execution of a development agreement.

I certify, by signing and submitting this application, that additional costs, above the amount of the application fee, incurred by the Village for outside professional review or expertise of this application, and any development agreement resulting from this application, will be the responsibility of the applicant. I further certify, that denial of the application or failure to reach agreement with the Village on a development agreement shall not entitle the applicant to a refund of the application fee or any amounts of the escrow used in the review of the application.

Applicant Dan and Meg Chin Title Director, Operations

Signature Dan Chin Meg Chin Date 04-05-2021 04-05-2021

Return To:

Village of McFarland
Attn: Village Community Development Director
5915 Milwaukee Street
McFarland, WI 53558
P: 608-838-3153

Loan Amount & Contributions Percentage

Loan Amount Calculation	
Total Costs (See Cost Schedule)	$2,030,000
Land Donation (Village)	-$60,000
T.I.F. "Gap Loan"	-$172,000
Chin Downpayment	-$180,000
Loan Amount Total:	**$1,618,000**

Chin Contributions Percentage Calculation	
Chin Downpayment	$180,000
Total Contributions:	$180,000
Chin Contributions Percentage = Total Contributions / Total Costs	**8.87%**

Village Contributions Percentage Calculation	
Land Donation (Village)	$60,000
T.I.F. "Gap Loan"	$172,000
Total Contributions:	$232,000
Village Contributions Percentage = Total Contributions / Total Costs	**11.43%**

MIXED-USE BUILDING
"But For" TIF Eligible Costs Estimate

Initial Items Presented to CDA

Description	Total
Attorney Fees (Developer Agreement and TIF Financing)	$12,500
Engineering fees (Public Improvements)	$7,000
Right-of-way Vacation Mapping	$1,500
Right-of-way Expansion Mapping	$3,000
Public Sanitary Sewer Removal and Replacement	$35,000
6" Water Service	$5,000
Off-site Storm Sewer	$12,000
Permeable Pavement with Sand Fill to Suitable Soils	$16,000
Public Street Improvements (Curb at Intersection)	$5,000
Sidewalks (Public Right-of-way)	$10,000
Apt. Exterior Materials Upgrade (Stone Veneer, LP Smartsiding)	$53,000
Total:	$160,000
Recommended for Approval by CDA on March 3rd	$160,000

Additional Items Required for Plan Commission Approval

Description	Total
Additional Handicap Ramp (North of Bashford Crosswalk)	$860
Additional Handicap Ramp (East of Johnson Crosswalk)	$1,000
Casting Replacements (Two inlets at Handicap Ramp east of Johnson Crosswalk)	$1,600
Additional Pavement Patching	$4,400
Crosswalk Lines - 4" Wide White Paint Line (Epoxy)	$620
Crosswalk Lines - 12" Wide White Paint Line (Epoxy)	$1,520
Additional Inlet to Prevent Overflow at Permeable Pavement	$2,000
Total:	$12,000

MIXED-USE BUILDING
Costs Estimate

Description	Quantity	Unit	Unit Price	Total
Land Purchase				
Initial Land Purchase	1	LS	$60,000.00	$60,000.00
Permitting Item				
CUP Rezoning	1	LS	$370.00	$370.00
Building Permit	1	LS	$4,000.00	$4,000.00
Erosion Control Permit	1	LS	$1,000.00	$1,000.00
Stormwater Management Permit	1	LS	$1,000.00	$1,000.00
Plumbing Fee	1	LS	$2,500.00	$2,500.00
HVAC Fee	1	LS	$600.00	$600.00
Fire Alarm and Suppression System Fee	1	LS	$1,500.00	$1,500.00
Engineering Review Fees	1	LS	$5,000.00	$5,000.00
Attorney Review Fees	1	LS	$15,000.00	$15,000.00
TIF Application Fee	1	LS	$250.00	$250.00
Site Design Fee	1	LS	$400.00	$400.00
Public Water	1	1 1/2 in	$3,251.00	$3,251.00
Impact Fee				
Park Fee-in-lieu	4	DU	$2,755.26	$11,021.04
Park Improvement	4	DU	$990.38	$3,961.52
Public Library	4	DU	$431.00	$1,724.00
Transaction Fees				
Bank Fee	1	LS	$18,000.00	$18,000.00
Appraisal Fee	1	LS	$3,000.00	$3,000.00
Title Fee	1	LS	$3,000.00	$3,000.00
Miscellaneous Closing Fees	1	LS	$3,000.00	$3,000.00
Construction Interest Carrying Costs Through 9/2021	1	LS	$15,000.00	$15,000.00
Professional Items				
Architect	1	LS	$40,000.00	$40,000.00
Structural Design	1	LS	$8,000.00	$8,000.00
Quam Engineering Plans Drafting and Approvals	1	LS	$38,000.00	$38,000.00
Quam Engineering Construction Staking and Admin.	1	LS	$12,000.00	$12,000.00
Site Items				
Rice Excavating	1	LS	$82,000.00	$82,000.00
South Central Construction	1	LS	$186,520.00	$186,520.00
Advanced Landscaping	1	LS	$8,500.00	$8,500.00
Building Items (Interior, Exterior, and Lighting)				
Riegert Builders Contract	1	LS	$1,422,998.00	$1,422,998.00
Subtotal Costs:				$1,951,595.56
Contingency (Approx. 5% Building and Site):				$78,404.44
Total:				$2,030,000.00

SITE COST ESTIMATE

For: 5411 Bashford Street
Mixed Use Redevelopment
McFarland, WI 53558
Includes: Commercial with (3) Apartments

Proj. No. MC-40-20
Date: April 2, 2021

To: 5411 Bashford LLC
5920 Exchange Street
McFarland, WI 53558

By: Quam Engineering
4604 Siggelkow Road
McFarland, WI 53558

Item No.	Description		Unit	Unit Price	Amount
1	Traffic Control	1	LS	$2,400.00	$2,400.00
2	Strip Topsoil	200	CY	$3.00	$600.00
3	Sawcut Asphalt Pavement	400	LF	$2.50	$1,000.00
4	Remove Existing Pavement	400	SY	$19.00	$7,600.00
5	Existing Curb Removal	240	LF	$6.60	$1,584.00
6	Existing 8" Sanitary Sewer Removal	175	LF	$8.00	$1,400.00
7	8" Sanitary Sewer	178	LF	$198.00	$35,244.00
8	4' Sanitary Sewer Manhole W/ Neenah R-1550 Casting	2	EA	$4,650.00	$9,300.00
9	6"x10" Tapping Valve	1	EA	$4,900.00	$4,900.00
10	6" Water Service	25	LF	$210.00	$5,250.00
11	Water Main Trench Excavation, Backfill & Compaction	25	TF	$24.00	$600.00
12	Core & Boot Into Existing Storm Inlet	1	EA	$500.00	$500.00
13	12" RCP Storm Sewer	142	LF	$52.00	$7,384.00
14	3' Dia. Storm Manhole W/ Neenah R-2560-E1 Casting	1	EA	$2,500.00	$2,500.00
15	2'x3' Inlet w/ Neenah R-3067Casting	1	EA	$2,430.00	$2,430.00
16	4" Perforated PVC Storm Sewer W/ Sock	66	LF	$14.00	$924.00
17	Remove existing storm casting and replace with Neenah R-3067-C	2	EA	$600.00	$1,200.00
18	4" Aggregate Base	215	SY	$6.00	$1,290.00
19	10" Aggregate Base (Beneath Asphalt)	275	SY	$12.40	$3,410.00
20	36" Sand Fill (Beneath Permeable Pavement)	120	CY	$47.00	$5,640.00
21	24" Clear Stone Base (Beneath Permeable Pavement)	75	CY	$98.00	$7,350.00
22	Permeable Pavement	120	SY	$60.00	$7,200.00
23	Concrete Sidewalk (5" Thick)	2,000	SF	$7.70	$15,400.00
24	Concrete Apron (7" Thick)	260	SF	$9.00	$2,340.00
25	18" Concrete Curb And Gutter	60	LF	$48.50	$2,910.00
26	30" Concrete Curb And Gutter	240	LF	$50.00	$12,000.00
27	1.75" Asphalt Binder Course	275	SY	$16.00	$4,400.00
28	1.5" Asphalt Surface Course	275	SY	$16.00	$4,400.00
29	Clean, Sweep & Tack Coat	275	SY	$1.00	$275.00
30	Asphalt Patch (4" with 18" aggegate base)	400	SY	$65.00	$26,000.00
31	Respread Topsoil	200	SY	$3.00	$600.00
32	Parking Lot Striping	1	LS	$500.00	$500.00
33	Pavement Marking Removal - Street	235	LF	$4.00	$940.00
34	4" Wide White Paint Line (Epoxy) - Street - Crosswalk	310	LF	$10.50	$3,255.00
35	12" Wide White Paint Line (Epoxy) - Street - Crosswalk	190	LF	$11.00	$2,090.00
36	4" Wide Yellow Paint Line (Epoxy) - Street - Centerline	30	LF	$4.30	$129.00
37	8" Wide White Paint Line (Epoxy) - Street - Lane Divide	50	LF	$4.50	$225.00
38	24" Wide White Stop Line (Epoxy) - Street	75	LF	$12.00	$900.00
39	Turn Arrow (Epoxy) - Street	2	EA	$225.00	$450.00
40	Strip Topsoil and Haul Away	1	LS	$7,500.00	$7,500.00
41	Silt Fence and Maintenance of Silt Fence	1	LS	$4,600.00	$4,600.00
42	Construction Tracking Pad	1	LS	$2,500.00	$2,500.00
43	Excavate for Building and Haul Away Fill	1	LS	$32,000.00	$32,000.00
44	Cut and Grade Site	1	LS	$10,000.00	$10,000.00
45	Stone for Backfill and Under Slab	1	LS	$12,000.00	$12,000.00
46	Restoration (Seeding, and Matting)	1	LS	$6,500.00	$6,500.00
47	Micellaneous	1	LS	$6,900.00	$6,900.00
			Construction Subtotal		**$268,520.00**

PROFORMA

<u>Loan Amount</u>			
Total Costs (See Cost Schedule)		$2,030,000	
Land Donation (Village)		-$60,000	
T.I.F. "Gap Loan"		-$172,000	
Chin Downpayments		-$180,000	
	Loan Amount	$1,618,000	
<u>Sales/year</u>			
3 Apartments		$57,600	{4 one and two bedroom @ $1200)
Commercial Space		$44,100	{2450 square feet @ $18)
Pet Fees		$960	{2 pets at $40/pet/month}
	Total	$102,660	{See rent scalar} **2.00% Rent Scalar**
	Vacancy	-$3,080	{Assumes 3% vacancy}
	Sales Total	$99,580.20	
<u>Costs/year</u>			
Interest		3.75%	of loan amount
Management & Insurance		5.00%	of sales amount
Maintenance		6.00%	of sales amount
Property Tax		$21,201	{1.91% of $1,110,000 (TIF Application EAV Amount)}

Principal Projection	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Beginning Principal	$1,618,000	$1,611,250	$1,602,528	$1,591,729	$1,578,741	$1,563,447	$1,545,726	$1,525,451	$1,502,491	$1,476,707	$1,447,957	$1,416,091	$1,380,952	$1,342,378
Interest	$60,675	$60,422	$60,095	$59,690	$59,203	$58,629	$57,965	$57,204	$56,343	$55,377	$54,298	$53,103	$51,786	$50,339
Sales	-$99,580	-$101,572	-$103,603	-$105,675	-$107,789	-$109,945	-$112,143	-$114,386	-$116,674	-$119,008	-$121,388	-$123,815	-$126,292	-$128,818
Management (3% sales) & Insurance (2% of sales)	$4,979	$5,103	$5,231	$5,362	$5,496	$5,633	$5,774	$5,918	$6,066	$6,218	$6,374	$6,533	$6,696	$6,864
Maintenance (6% of sales)	$5,975	$6,124	$6,277	$6,434	$6,595	$6,760	$6,929	$7,102	$7,280	$7,462	$7,648	$7,839	$8,035	$8,236
Property Tax	$21,201	$21,201	$21,201	$21,201	$21,201	$21,201	$21,201	$21,201	$21,201	$21,201	$21,201	$21,201	$21,201	$21,201
Ending Principal	$1,611,250	$1,602,528	$1,591,729	$1,578,741	$1,563,447	$1,545,726	$1,525,451	$1,502,491	$1,476,707	$1,447,957	$1,416,091	$1,380,952	$1,342,378	$1,300,201
Principal Reduction	$6,750	$8,721	$10,799	$12,988	$15,294	$17,721	$20,275	$22,960	$25,784	$28,750	$31,867	$35,139	$38,573	$42,177
Return on Investment	4%	5%	6%	7%	8%	10%	11%	13%	14%	16%	18%	20%	21%	23%

RESOLUTION #2021-10

RESOLUTION DISCONTINUING A PORTION OF JOHNSON STREET ABUTTING LOTS 8 AND 9, BLOCK 1, JOHNSON'S ADDITION TO VILLAGE OF MCFARLAND AS A PUBLIC WAY.

WHEREAS, the Assessor's Plat of the Village of McFarland designates the boundaries of Johnson Street abutting Lots 8 and 9 of Johnson's Addition to McFarland; and

WHEREAS, the Village of McFarland previously acquired title to those portions of Lots 8 and 9 of Johnson's Addition abutting on Johnson Street; and

WHEREAS, the Village intends to convey the above parcels for development, and the proposed development requires that the right-of-way line of Johnson Street be adjusted by vacating a portion of the westerly right-of-way and the acquisition of additional right-of-way to the east; and

WHEREAS, the Village Board has determined that it is in the public interest that the portion of Johnson Street described below be discontinued as a public way pursuant to §66.1003, Wis. Stats.;

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of
McFarland, that the public interest requires that the portion of Johnson Street legally described in Exhibit A and depicted in Exhibit B be, and it hereby is, vacated and discontinued as a public way, pursuant to §66.1003, Wis. Stats.

A certified copy of this Resolution and Exhibits shall be recorded with the Dane County Register of Deeds.

The intent of this discontinuance is that title to all of the public way described herein revert to the adjoining private lands pursuant to §§66.1003 and 66.1005, Wis. Stats.

The above and foregoing Resolution was duly adopted at a regular meeting of the McFarland Village Board on the _____ day of ________________, 2021.

EXHBIT B

APPROVED:

____
Carolyn A. Clow, Village President

ATTEST:

____
Cassandra Suettinger, Village Clerk-Treasurer

RESOLUTION # 2021-10	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
VIDUAL VOTING	RECORD
Brassington	Rupert
Clow	St. Clair
Flaherty	
Nelson	
VOTING RESULTS	
Motion Carried	Motion Defeated:

Exhibit A
Legal Description
Right-of-Way Vacation

A part of Johnson Street, Assessor's Plat of the Village of McFarland, recorded in Volume 14 of Plats on Pages 16 through 27 as Document No. 824385 of Dane County Records, being located in the Northeast one-quarter of the Southeast one-quarter of Section 3, Township 6 North, Range 10 East, Village of McFarland, Dane County, Wisconsin, being more particularly described as follows:

BEGINNING at the most Southerly corner of Lot 8 of Block 1 of Johnson's Addition, recorded in Volume 1 of Plats on Page 50 as Document No. 223113 of Dane County Records, lying on the Northwesterly right-of-way line of said Johnson Street;

thence, along said Northwesterly right-of-way line and the Southeasterly line of said Block 1, North 46°51'16" East, 138.03 feet;

thence, leaving said Northwesterly right-of-way line and Southeasterly Block line, South 70°07'27" East, 4.31 feet;

thence South 43°08'44" East, 9.78 feet to the beginning of a tangent curve, being concave Westerly, having a radius of 15.00 feet and a chord which bears South 08°23'30" West,
23.49 feet;

thence Southerly, 26.98 feet along the arc of said curve through a central angle of 103°04'27" to the point of tangency thereof;

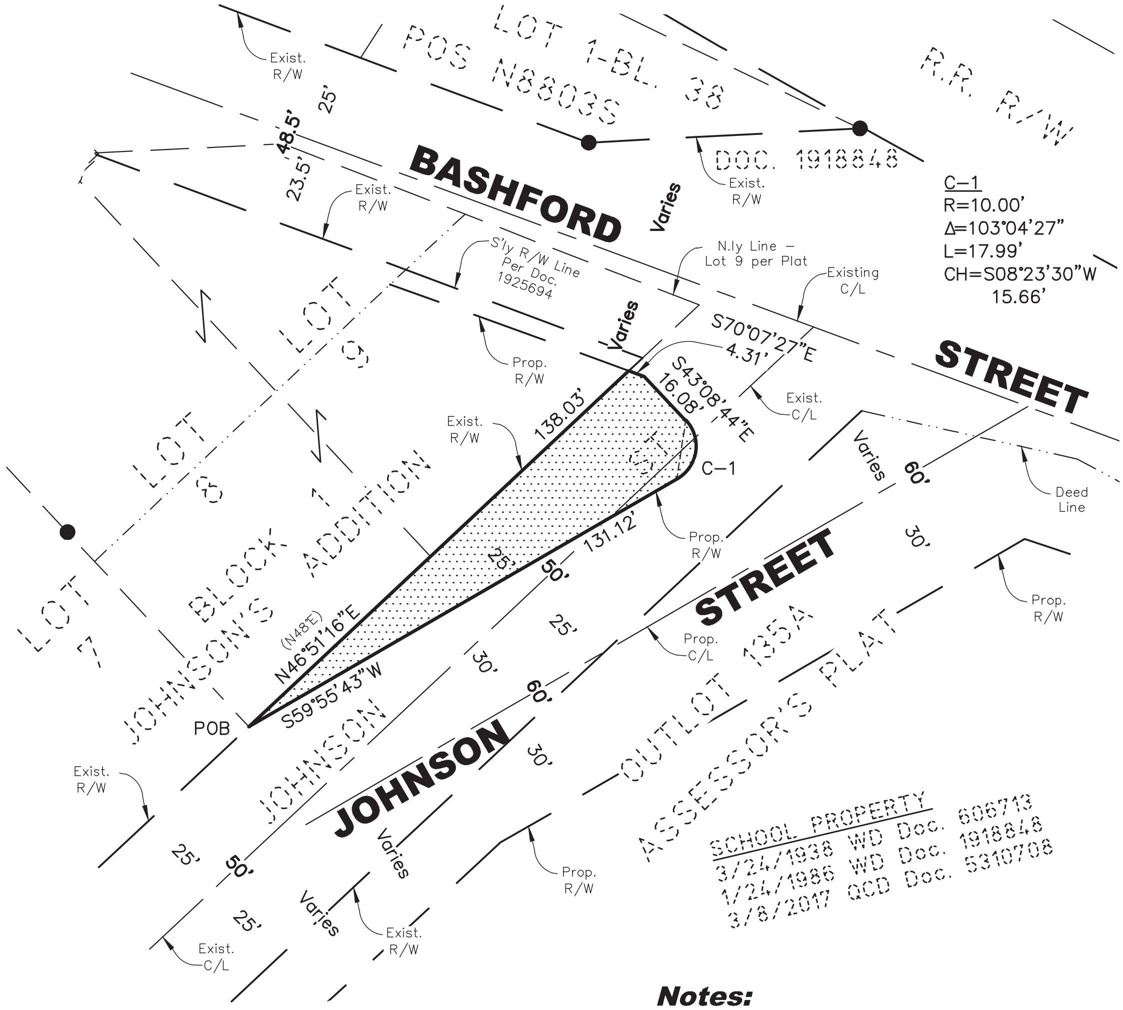
thence South 59°55'43" West, 124.83 feet to the POINT OF BEGINNING.

The above-described property contains 2,191 square feet or 0.050 acres, more or less, and is subject to all easements and agreements, if any, of record and/or fact and is shown on the map, Exhibit B, by Quam Engineering, LLC for Project No. MC-40-20 dated April 8, 2021, and by this reference made a part hereof.

Exhibit B

Right-of-Way Vacation

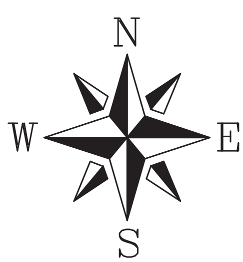
A part of Johnson Street, Assessor's Plat of the Village of McFarland, being located in the NE 1/4 of the SE 1/4, Section 3, T6N., R10E., Village of McFarland, Dane County, Wisconsin



Notes:

1. A legal description has been provided on a separate sheet as Exhibit A.

2. Area of Vacated R/W:
   2,235 sq. ft.
   0.051 acres ±

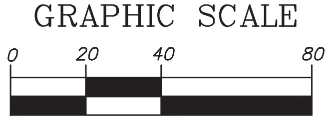


Bearings are referenced to the Northwesterly R/W line of Johnson Street, which bears North 46°51'16" East on the Dane County Coordinate System.

LEGEND

- Fd. 3/4" Iron Rebar
- R/W Line (As Noted)
- Platted Lot Line
- Deed Line
- Street to be Vacated
- Street Centerline

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

RIGHT–OF–WAY VACATION

PROJECT NO. MC–40–20 SHEET 1 OF 1
January 2, 2021

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants
www.quamengineering.com
4604 Siggelkow Road, Suite A – McFarland, Wisconsin 53558
Phone (608) 838–7750; Fax (608) 838–7752

UNLIMITED LOAN GUARANTY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned, and to enable 5411 Bashford LLC, a Wisconsin limited liability corporation ("Debtor") to obtain tax incremental financing (TIF Loan) in the amount of $172,000 evidenced by a Business Note (the "Note"), and which was secured by a Real Estate Mortgage executed by Debtor in favor of the Village (the "TIF Mortgage") from the Village of McFarland, a Wisconsin municipal corporation (the "Village") for the Development as set forth in the Agreement to Undertake Development by and between the Village of McFarland ("Village") and 5411 Bashford LLC ("Developer"), dated September ____, 2021 (the "Agreement") and to receive a subordination from the Village of the TIF Loan to Debtor's principal lender, the undersigned, individually as well as jointly and severally, hereby unconditionally and irrevocably guarantee the full and prompt payment to the Village of any and all indebtedness, liabilities, payments and obligations of every nature and kind of Debtor to the Village represented by the Note and the TIF Mortgage which may hereafter be owing or due, under said note and mortgage and the undersigned also agrees to pay in addition thereto, all costs, expenses and reasonable attorneys' fees at any time paid or incurred by the Village in endeavoring to collect said indebtedness, liabilities and obligations, and in and about enforcing this instrument (collectively, the "Indebtedness").

The undersigned warrant to the Village that each of them is presently able to pay personal debts as they become due and that the making of this Guaranty or the payment of any debt encompassed by this Guaranty shall not cause the undersigned to become insolvent or impair any ability to pay any debt which each of them have incurred, intends to incur or reasonably believe will incur as it becomes due. The undersigned agree that their liability under this Guaranty shall not be extinguished unless and until both (a) all of the Indebtedness hereby guaranteed has been paid in full by actual payment, and (b) the preference period applicable to the payment of such indebtedness has expired without any bankruptcy or fraudulent transfer proceeding being brought by or against any of the undersigned or Debtor, and no collateral given for this Guaranty shall be required to be released until both of such conditions have been met. If the Village is required to refund any payments as a result of any insolvency, bankruptcy or fraudulent transfer proceeding, the undersigned's obligations evidenced by this Guaranty shall continue in effect and the undersigned shall be obligated to repay the Village for any such payment so voided or nullified.

The undersigned each agree that his liability hereunder shall in no way be affected or impaired, nor shall it be discharged, in whole or in part, by any of the following occurrences: (1) the death, incompetency, insolvency, bankruptcy, litigation, dissolution or withdrawal of Debtor or of any guarantor; or (2) renewal, refinancing or extension of the time of the payment of the principal amount of, or any installment or installments of the TIF Loan from the Village; or (3) acceptance by the Village of part payment of the principal amount of, or any installment of the TIF Loan; or (4) release, surrender, sale, exchange or substitution by the Village of all or any part of the collateral of Debtor or of any other guarantor; or (5) release by the Village of any guarantors and/or the acceptance of additional guarantors; or (6) failure of the Village to perfect any security interest in the collateral for the loan or of any guarantor or to record or register any lien or encumbrance thereon; or (7) unenforceability of any document or instrument executed by the Village or the Debtor. The liability of the Guarantors hereunder shall be a continuing liability and shall not be affected by (nor shall anything herein contained be deemed to be a limitation upon) the amount of credit which may be extended to Debtor, the number of transactions with Debtor, repayments by Debtor to the Village, or the allocation by the Village of repayments by Debtor, it being the understanding of the Guarantors that their liability shall continue hereunder so long as there are any unsatisfied obligations from Debtor to the Village pursuant to the TIF Loan or any extensions thereof. The discharge of Debtor's obligations to repay the aforesaid loan, which discharge is a result of any bankruptcy proceeding filed by or against Debtor, shall not diminish, release or impair the obligations of the undersigned under this Loan Guaranty Agreement. The undersigned specifically agree that in the event of the foreclosure of the TIF Mortgage and in the event of a deficiency resulting therefrom, the undersigned shall be and hereby are expressly made liable to the Village for the amount of such deficiency notwithstanding any provision of the laws of the State of Wisconsin which may prevent the Village from enforcing such deficiency against Debtor, its successors or assigns.

This Guaranty is a guaranty of payment and performance and not of collectability. It is expressly agreed by the undersigned that it shall not be necessary for the Village to proceed first against the Debtor (or to liquidate or foreclose upon any collateral) before proceeding to enforce this guaranty or as a condition to payment or performance by Guarantors hereon.

EXHIBIT C

The undersigned agree that all indebtedness, liability or liabilities now or at any time or time hereafter owing by Debtor, other than obligations incurred in the ordinary course of Debtor's business, to either of the undersigned are hereby subordinated to the obligations guaranteed hereunder, and any payment of indebtedness of the Debtor to any of the undersigned, if the Village so requests, at any time an Event of Default shall exist and be continuing under the terms of the aforesaid note or mortgage, shall be received by the undersigned as trustee for the Village on account of the obligations guaranteed hereunder. The undersigned agree that the payment of any amount or amounts by any of the undersigned pursuant to this Loan Guaranty Agreement which does not result in payment in full of all obligations of Debtor to the Village guaranteed hereunder shall not in any way entitle either of the undersigned whether at law, in equity or otherwise to any right to participate in any security held by the Village for the payment of the obligations guaranteed hereunder, any right to direct the application or disposition of any such security or any right to direct the enforcement of any such security. In the event a right of action and claim has arisen under this Loan Guaranty Agreement in case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any of the undersigned or the property of any of the undersigned, the Village shall be entitled and empowered, by intervention in such proceedings or otherwise: (a) to file and prove a claim for the whole amount of the Indebtedness guaranteed and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Village (including any claim for the reasonable compensation, expenses, disbursements and advances of the Village and the Village's agents and counsel) allowed in such judicial proceeding; and (b) to collect and receive any monies or other property payable or deliverable on any such claims.

The undersigned waive demand, notice of dishonor, presentment for payment, diligence in collection, acceptance of this guaranty and notice of any adverse change in the financial condition of Debtor or any guarantor or of any other fact that might materially increase the risk of the guarantor hereon. This guaranty shall be binding upon the undersigned and upon their heirs, legal representatives, successors and assigns, and shall inure to the benefit of the Village, its successors and assigns. The validity and construction of this guaranty shall be governed by the laws of the State of Wisconsin. If any provision of this Guaranty shall be declared invalid, unenforceable, or illegal, that part will not affect the validity, enforceability or legality of any other provision contained herein. This Loan Guaranty Agreement is executed at the same time as the aforesaid note.

This Guaranty constitutes a separate and independent contract with and obligation to the Village, and the undersigned recognize and intend that this Guaranty be a separate source of repayment of the Indebtedness hereby guaranteed. Therefore, to induce the Village to make the TIF Loan to the Debtor and to subordinate the above-referenced TIF Mortgage with the knowledge and intention that the Village rely upon these presents in so doing, the undersigned agrees that recourse may be obtained against the undersigned for the repayment of all or any outstanding portion of said indebtedness prior to, concurrently with or after any action, proceeding, settlement or other means by which the Village may from time to time elect to recover said indebtedness; that in no event shall the Village be deemed to have elected any remedy which precludes or impairs its ability to proceed against the undersigned hereunder; and that this Guaranty may be enforced prior to, concurrently, with or after any action against Debtor and shall survive any foreclosure, sheriff sale pursuant to foreclosure or sale on execution, trustee's sale or deed in lieu of foreclosure, deed in lieu of sheriff sale, or deed in lieu of trustee's sale of any personal or real property encumbered or to which any judgment or other lien attaches to satisfy said indebtedness. In particular, this Guaranty shall survive as an independent contractual obligation any public or trustee's sale under a mortgage with power of sale or deed of trust, despite any statutory provision which otherwise prohibits any deficiency judgment, extinguishes the Indebtedness secured thereby, or otherwise relieves Debtor from further liability, the undersigned hereby recognizing and agreeing that their liability hereunder is not conditioned in any manner upon the existence of such liability of Debtor, and for such purposes the undersigned, while not waiving their rights of subrogation as such, hereby waives any defense to their obligations hereunder which is based upon the impairment of their ability to obtain any redress against Debtor through indemnification, subrogation, reimbursement, contribution or otherwise as a result of a foreclosure or trustee's sale, including, without limitation, any defense that such subrogation or similar rights were abrogated by any acts or omissions of the Village (excepting only such defenses which assert that the Village intentionally abrogated the undersigned's subrogation or similar rights for no legitimate purpose other than to deprive the undersigned of such rights; it being understood and agreed that abrogation of such rights of the undersigned solely as a result of the operation of law resulting from the Village's legitimate actions may not be the subject of any such defense). Upon payment in full of the obligations of Debtor to the Village guaranteed hereunder, the Village shall, upon the request of the undersigned, assign to the undersigned all of its rights against Debtor and all evidence of such rights, including, without limitation, notes, mortgages and all other related security documentation.

Guarantors acknowledge that they are owners of the Debtor, and as a result thereof, Guarantors will benefit from the TIF Loan and the Village's subordination of the TIF Mortgage Debtor's principal lender, and full and adequate consideration has been received by Guarantors in exchange for this Loan Guaranty Agreement.

With respect to the undersigned Wisconsin married residents, each of the undersigned represent that this obligation is incurred in the interest of his or her marriage or family.

Executed and delivered at _____________,Wisconsin, this ____ day of September, 2021

GUARANTOR:	GUARANTOR
___________________________	___________________________
Daniel Hnatt Chin	Meg Elizabeth Chin

Document Number	State Bar of Wisconsin Form 16-2003 **FIXED RATE NOTE** Document Name	

For value received, the undersigned ("Borrower"), jointly and severally if more than one, promises to pay to the order of the Village of McFarland, a Wisconsin municipal corporation ("Holder") the principal sum of $ 232,000.00 together with interest on the unpaid principal balance from the date of this note ("Note") at the rate of 0 % per annum until this Note is paid in full. Interest shall be computed n/a based on a 360 day year. Payment shall be made as follows:

CHOOSE ONE OF THE FOLLOWING OPTIONS; ONLY ONE SHALL APPLY:

☐ A. **Single Payment**. In one payment on ________, plus interest payable ________.

☐ B. **Installments of Principal and Interest**. In ______ equal payments of $______ due on ________, and on the same day of each ____ month thereafter, plus a final payment of the unpaid principal and interest due on ________.

☐ C. **Installments of Interest Only**. In payments of interest of ________ due on ________, and on the same day of each ____ month thereafter, plus a final payment of the unpaid principal due plus accrued interest on ________.

X D. **Other**. Payments shall be made as provided in Addendum A.

Payments shall be made to Holder at 5915 Milwaukee Street, McFarland, WI 53558 or such other location as Holder shall designate by written notice to Borrower.

CHOOSE THE FOLLOWING, IF APPLICABLE:

~~☐ On execution of this Note, Borrower will prepay interest to~~ ________.

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

X A. This Note may be prepaid in whole or part without premium or penalty at any time.

☐ B. There may be no prepayment of principal without permission of Holder.

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

X A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.

☐ B. In the event of any prepayment, this Note shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest shall be treated as unpaid principal) is less than the amount that said indebtedness would

EXHIBIT D

have been had the payments been made as specified above; provided that payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from any mortgage given as security for this Note.

Holder may grant renewals or extensions or otherwise modify the terms of this Note or any instrument securing this Note without affecting the liability of Borrower or any guarantor of this Note.

If Borrower fails to pay any installment payable hereunder within 15 days after it becomes due or if any other default, including a default under any security for this Note, is not cured within 15 days after notice of default is mailed to Borrower, Holder may at its option and without further notice accelerate the amount due under the Note and declare it immediately due and payable. If any installment payable hereunder is delinquent more than 15 days, Borrower shall pay a late charge to Holder of 5% of the delinquent amount. Borrower shall pay all costs and expenses, including reasonable attorney fees, of collection and enforcement of any security for the Note, unless prohibited by law.

Other provisions: See Addendum A.

____.

Presentment, protest and notice of dishonor are hereby waived.

This Note is secured by a mortgage against the property described in Addendum A and personal guarantees.

Dated September , 2021 .

5411 BASHFORD LLC

______________________(SEAL) ______________________(SEAL)
* Daniel Hnatt Chin, Member * Meg Elizabeth Chin, Member

GUARANTY

~~The undersigned, for valuable consideration, hereby guarantees payment of all sums due and to become due under the above Note, including (without limitation) principal, interest and costs and expenses of collection.~~

~~Dated~~ ______________________.

~~GUARANTOR:~~

______________________(SEAL) ______________________(SEAL)
* *

* Type name below signatures.

ADDENDUM A
TO FIXED RATE NOTE

Borrower: 5411 Bashford LLC
Lender: Village of McFarland
Date: September ______, 2021

Borrower guarantees that the real property legally described as: the southerly 60 feet of Lots 8 and 9, Block 1, Johnson's Addition to the Village of McFarland, except lands conveyed to the Village of McFarland for street right-of-way as described in the Award of Compensation recorded in the Office of the Register of Deeds for Dane County in Vol. 7889 of Records as Document No. 1925694, in the Village of McFarland, Dane County, Wisconsin and improvements thereon (the "Property"), which is the subject of the loan evidenced by this Note, shall have a fair market value which, on January 1, 2023 and each year thereafter as provided in the Agreement (as defined below), pursuant to Wis. Stats. §70.32(1), shall be no less than One Million One Hundred Ten Thousand and 00/100 Dollars ($1,110,000).

Tax Increments (as defined in §66.1105, Wis. Stats.) relating to the Property received by the Lender during the term of Tax Incremental District No. 4, Village of McFarland, as well as any Deficiency Payments as defined in the Agreement timely paid (whether by Borrower or any guarantor), shall be applied to reduce the balance due on this Note.

This Note shall mature and become fully payable on the earlier of December 31, 2032 or the conveyance of any part of the property mortgaged as security for this Note by Borrower to a third party or upon transfer of a controlling interest in the Borrower to a third party without the prior written consent of the Lender, in Lender's reasonable discretion.

This Business Note is further subject to the terms and conditions of the Real Estate Acquisition and Development Agreement by and between the Village of McFarland and 5411 Bashford LLC dated September _____, 2021 (the "Agreement").

Capitalized terms not otherwise defined in this Note shall have the meaning set forth in the Agreement.

State Bar of Wisconsin Form 21-2003

MORTGAGE

Document Number | Document Name

5411 Bashford LLC, a Wisconsin limited liability company

("Mortgagor," whether one or more) mortgages to the Village of McFarland, its successors or assigns ("Mortgagee," whether one or more), to secure payment of $ 232,000.00 evidenced by a note or notes, or other obligation ("Obligation") dated ______, executed by 5411 Bashford LLC ______, 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 Dane County, State of Wisconsin ("Property"):

Recording Area

Name and Return Address
Mr. Andrew Bremer
Community & Economic Development Director
Village of McFarland
5915 Milwaukee Street
PO Box 110
McFarland, WI 53558

154/0610-034-0618-1
Parcel Identification Number (PIN)

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

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

The southerly 60 feet of Lots 8 and 9, Block 1, Johnson's Addition to the Village of McFarland, except lands conveyed to the Village of McFarland for street right-of-way as described in the Award of Compensation recorded in the Office of the Register of Deeds for Dane County in Vol. 7889 of Records as Document No. 1925694.

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:

Taxes and special assessments for the year 2021, the Mortgage held by ____________ in the amount not to exceed $1,504,000 and any extensions, modifications or replacements, and all other matters set forth in any title insurance commitment or policy delivered to Lender prior to the date hereof and approved by Lender.

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 except in the ordinary course of business.

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 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

EXHIBIT E

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided 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:

X 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 5411 Bashford LLC, 5920 Exchange Street, McFarland, WI 53558 ; (6) the state of organization and the organizational identification number of the debtor (if applicable) are Wisconsin ______; and (7) the address of the secured party is 5915 Milwaukee Street, PO Box 110, McFarland, WI 53558 ______.

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 ______________________________ .

5411 Bashford LLC

______________________________(SEAL) ______________________________(SEAL)
* Daniel Hnatt Chin, Member * Meg Elizabeth Chin, Member

______________________________(SEAL) ______________________________(SEAL)
* ______________________________ * ______________________________

AUTHENTICATION

Signature(s) ______________________________
____
authenticated on ______________________________.

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

THIS INSTRUMENT DRAFTED BY:
Allen D. Reuter, Attorney at Law
Madison, Wisconsin

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
______________________________ COUNTY)

Personally came before me on ______________________________,
the above-named Daniel Hnatt Chin and Meg Elizabeth Chin as members of 5411 Bashford LLC
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

____
* ______________________________
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: ______________________________)

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

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

* Type name below signatures.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Wednesday, September 1, 2021**

SECTION: **Business**

DEPARTMENT: **Community Development**

CONTACT: **Andrew Bremer, Comm & Eco Dev Director**

AGENDA ITEM: **Discussion and possible action to make a recommendation to the Village Board regarding Resolution 2021-19: A Resolution Authorizing the Village President and Village Clerk to Execute a Real Estate Acquisition and Development Agreement with 4313 LLC for 4313 Triangle Street.**

PREVIOUS ACTION:
2020, Village acquisition of the property.
March 3, 2021 Pre-application meeting with CDA.
March 15, 2021 Pre-application meeting with Plan Commission.
June 2, 2021 CDA unanimous recommendation on TIF Development Incentives Application consisting of donation of the property valued at $475,000 and a $25,000 Tax Increment Loan at Occupancy for rooftop solar.
June 21, 2021 Plan Commission unanimous approval of Site/Design Application.
July 12, 2021 Village Board preliminary approval of a TIF Development Incentives Application consisting of donation of the property valued at $475,000 and a $25,000 Tax Increment Loan at Occupancy for rooftop solar.

ISSUE SUMMARY:
Resolution 2021-19 is a resolution authorizing a Real Estate Acquisition and Development Agreement with 4911 LLC (CTW Flooring) for 4313 Triangle Street. The CDA and Village Board have previously approved a TIF Incentives Application consisting of donation of the property valued at $475,000 plus a tax increment loan at occupancy of $25,000 for rooftop solar, for a total TIF incentive of $500,000. Approval of the TIF Development Incentives Application was conditioned on approval of a Real Estate Acquisition and Development Agreement by the Village Board.

FINANCIAL/BUDGET IMPACT:
The property is in TID #3 and was acquired by the Village in 2020 for the purpose of blight elimination and redevelopment to a higher and better use. The Village previously invested about $475,000 in the purchase of the property. The Village also completed a Phae 1 Environmental Site Assessment of the property, a copy of which will be provided as Exhibit B of the Agreement. The applicant has estimated a total construction project budget of $3,920,000, up from the previous estimate of $3,050,000 due to increases in construction pricing. The applicant estimates a property assessment value of at least $2,350,000 upon project completion, effective January 1, 2023. A building of this value would generate an estimated

Village of McFarland

$36,518 in annual tax increment beginning in year 2024, with a total estimated tax increment collection of $146,074 prior to closure of TID #3, assuming no changes in the property valuation or tax rate.

VILLAGE PLAN REFERENCE:
4313 Triangle Street is located within the following adopted Village plans available for review on the Community & Economic Developmentwebsite:

- TIF District #3 (adopted 2004).
- Terminal and Triangle District Plan (adopted 2005), specifically the Triangle/Meinders Subdistrict. Preferred land uses include light industrial, office, and contractor shops/services. Appendix B of the plan includes a Summary of Site and Building Design Standards.
- Redevelopment District No. 1 (adopted 2010), specifically within the Triangle/Meinders Subdistrict. This plan identifies the property as meeting the statutory definition of "blight" and proposes future redevelopment for commercial or light industrial uses.
- Comprehensive Plan (adopted 2017). This plan identifies the property for future industrial development including warehousing, distribution, office, and storage uses. The project also supports the following plan policies and objectives:
  - Actively promoting infill development and redevelopment where opportunities present themselves, particularly for underutilized properties along Terminal and Triangle Drive, Highway 51, Farwell Street, and the downtown area.
  - Proactively work to retain and grow existing businesses.
  - Expand the local tax base and good paying jobs through business park development and redevelopment.

ORDINANCE REFERENCE:
Sec. 62-71 Permitted and Conditional Uses - Commercial Districts
Sec. 62-72 Bulk Standards - Commercial Districts
Sec. 62-73 Terminal and Triangle Design Overlay District
Sec. 62-310 Site Design Review

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Motion to recommend to the Village Board approval of Resolution 2021-19, pending final review of the Real Estate Acquisition and Development Agreement by the Village Attorney.

ATTACHMENTS:
1. 2021-19 Resolution Approving 4313 Triangle Development Agreement
2. 4313 LLC Development Agreement (rev 08.26.21) (w-o Exhibit B)

RESOLUTION 2021-19

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND CLERK TO EXECUTE A REAL ESTATE ACQUISITION AND DEVELOPMENT AGREEMENT WITH 4313, LLC.

WHEREAS, 4313, LLC has proposed to purchase a parcel of land owned by the Village at 4313 Triangle Street in the Village and within the boundaries of Tax Incremental District No. 3, Village of McFarland ("TID #3") for the construction and operation of a commercial office and warehouse building; and

WHEREAS, the Village staff have negotiated the proposed agreement attached hereto as Exhibit A establishing the terms and conditions on which the sale would take place; and

WHEREAS, the Community Development Authority of the Village of McFarland ("CDA") has reviewed the proposed project and agreement and has recommended that the Village Board approve the terms and conditions thereof; and

WHEREAS, the Village Board finds that the sale of the land and the provision of tax incremental financing assistance on the terms and conditions contained in the agreement will expand the Village's tax base, improve the conditions in and around the property and promote the economic development of the Village, all as intended by the project plan for TID #3 and the proposed agreement is in the public interest; and

NOW, THEREFORE, BE IT RESOLVED, that the agreement attached as Exhibit A is hereby approved and the Village President and Clerk-Treasurer are authorized to execute and deliver said agreement on behalf of the Village.

BE IT FURTHER RESOLVED, that the Village Administrator is authorized to approve and execute any deeds, closing statements, title affidavits and other customary documents and to take such other actions as may be reasonable and necessary to complete the transaction contemplated by Exhibit A on behalf of the Village.

Adopted at a regular meeting of the Village Board this 13th day of September, 2021.

APPROVED:

____
Carolyn A. Clow, Village President

ATTEST:

____
Cassandra Suettinger, Clerk-Treasurer

RESOLUTION # 2021-19	
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Brassington	Rupert
Clow	St. Clair
Flaherty	Wreh
Nelson	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

REAL ESTATE ACQUISITION AND DEVELOPMENT AGREEMENT
MCFARLAND, WISCONSIN

This Real Estate Acquisition and Development Agreement ("Agreement") is entered into as of the ____ day of September 2021, by and between the Village of McFarland, a Wisconsin municipal corporation ("Village"), whose principal address is 5915 Milwaukee Street, McFarland, WI 53558, and 4313 LLC, a Wisconsin limited liability company ("Developer").

RECITALS

A. The Village owns certain land which it is holding for purposes of redevelopment.

B. Developer desires to acquire those lands described in Article II.A. below (the "Property") in order to redevelop the Property with a new multi-tenant commercial building and related site improvements;

C. The Village is willing to convey the Property to Developer, and to assist Developer by providing funding to defray a portion of the costs of the development of the Project (as defined below) consistent with the terms and conditions of this Agreement, specifying how the construction of the Project and provision of the development assistance shall be accomplished.

D. The Property is located within the boundaries of Tax Incremental District No. 3, Village of McFarland ("TID #3"), which was created to encourage redevelopment within the Village.

E. The Property was identified as appropriate for industrial development in the Village's Comprehensive Plan (Master Plan), adopted August 28, 2017 and was also identified as a redevelopment site in the TID #3 Project Plan adopted January 14, 2008 and purchased by the Village for purposes of redevelopment.

AGREEMENT

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

ARTICLE I
DEFINITIONS/EXHIBITS

A. Definitions. As used in this Agreement, the following terms when having an initial capital letter shall have the following meanings:

1. Agreement. This Agreement between the Village, Developer, as amended and supplemented from time to time.

2. Plans and Specifications. The construction plans and specifications for the Project, as approved by the Village in connection with the redevelopment of the Property and the issuance of building permits for the Project.

3. Project. The development of an industrial project comprised of a new building containing 2 initial commercial/industrial rental spaces and approximately 27,150ft^2 of total space with those features and amenities identified in **Exhibit A** and the Plans and Specifications.

4. Property. The land described in Section II.A. below when owned by Developer.

5. TID #3. Tax Incremental District No. 3, Village of McFarland, Wisconsin.

6. Tax Increment Law. Wis. Stats. §66.1105, as may be amended from time to time, as such amendments may apply to TID #3.

7. Tax Increments. The tax increments derived from the Project which have been received and retained by the Village in accordance with the provisions of the Tax Increment Law.

B. **Exhibits.** The following exhibits are attached to and incorporated into this Agreement:

Exhibit A	TIF Application/Plans
Exhibit B	Phase I Environmental Site Assessment
Exhibit C	Personal Guaranty
Exhibit D	Real Estate Mortgage

ARTICLE II
CONVEYANCE OF REAL ESTATE

A. Sale and Purchase of Property. On the terms set forth in this Agreement, the Village agrees to sell, and Developer agrees to purchase from the Village, the Property which is legally described as follows:

Lot One (1), Certified Survey Map No. 12030 recorded in the Office of the Register of Deeds for Dane County, Wisconsin on December 21, 2006, in Volume 74 of Certified Survey Maps, Page 98, as Document No. 4264874, located in the Village of McFarland, Dane County, Wisconsin.

Excepting therefrom: The Southerly Forty (40) feet of Lot One (1), Certified Survey Map No. 12030 recorded in the Office of the Register of Deeds for Dane County, Wisconsin on December 21, 2006, in Volume 74 of Certified Survey Maps, Page 98, as Document No. 4264874, located in the Village of McFarland, Dane County, Wisconsin.

B. Purchase Price. The purchase price for the Property shall be One Dollar ($1.00), payable in cash at Closing (as defined below).

C. Deed and Conveyance. The Village shall convey the Property to Developer by warranty deed (the "Deed"), free and clear of all liens and encumbrances except municipal and zoning ordinances, general taxes for the year of closing, and such other matters as may be approved, or objections thereto waived, pursuant to Section II.E. of this Agreement (collectively, "Permitted Encumbrances").

D. Closing. The closing of this transaction ("Closing") shall take place on or before September 30, 2021 ("Closing Date"), at the Madison, Wisconsin office of First American Title Insurance Company, or at such other time and place as may be agreed to by the parties in writing. The Village shall pay the Wisconsin Real Estate Transfer Fee, if any, applicable to the conveyance of the Property to Developer at the time of closing.

E. Evidence of Title.

(1) On or before September 20, 2021, the Village will provide Developer with a commitment for a policy of title insurance (the "Commitment") issued by First American Title Insurance Company ("Title Company"), showing the condition of title to the Property as of a date not more than fifteen days prior to the effective date of the Commitment.

(2) Developer shall have until September 24, 2021 in which to provide the Village with written notice of any objections ("Objection Notice") to matters of title reflected in the Commitment.

(3) Village shall have fifteen (15) days after the receipt of an Objection Notice from Developer (the "Cure Period") in which to cure or remove such objectionable items and the closing shall be delayed to allow for the Cure Period if necessary. Village shall be obligated to remove any mortgages, liens, special assessments and special charges encumbering the Property prior to or upon Closing, and to use commercially reasonable efforts to cure or remove other objectionable items within the Cure Period, provided, however, that the Village shall have no obligation to attempt to vacate or remove any public highways or utility easements affecting the Property. If such other objectionable items remain at the end of the Cure Period, the Closing date shall be postponed for 7 days to allow for Developer's selection of the following options: (i) Developer may terminate this Agreement by written notice to the Village delivered within three (3) business days after the expiration of the Cure Period or (ii) Developer may waive its objection(s) and accept title in the condition reflected in the Commitment, including such previously objected to matters as the Village was unable to cure, in which case such waived objection(s) shall be considered additional Permitted Encumbrances to the deed by which conveyance of the Property is made and the Village's warranty of title.

(4) Costs of title, including, without limitation, the Commitment, search and related fees, closing fees and title policy premium (including a gap endorsement) and related charges shall be paid by the Village.

F. Contingencies. Developer’s obligation to conclude this transaction shall be contingent on the following:

(1) *Warranties True at Closing.* All of the Village's warranties and representations in this Agreement shall be true, complete and correct as of Closing.

(2) *Compliance with Agreements.* Village shall have performed and complied with all agreements and conditions required in this Agreement to be performed and complied with by Village prior to or at the Closing.

G. Possession and Access. Village shall deliver possession of the Property to Developer on the Closing Date. Village hereby grants to Developer, for itself and its agents and contractors, a right of access to the Property at reasonable times after execution of this Agreement and prior to Closing to make inspections, tests and surveys as determined by Developer, at Developer's expense. Developer shall indemnify and hold Village, harmless from any and all liability for injury or damage to persons or property arising out of Developer's exercise of the rights granted under this Section II.G. except to the extent caused by the active negligence or misconduct of Village and, in the event this transaction fails to close for any reason whatsoever, Developer shall restore the Property, to the extent practicable, to the condition it was in immediately prior to the exercise of such rights. Developer shall assure that all contractors and other parties performing any testing or other activities on, or related to, the Property on Developer’s behalf are timely paid and that no lien attaches to the Property as a result of any such activities, and shall take all actions necessary to satisfy or remove any lien which so attaches.

H. Real Estate Broker. The Village shall be solely responsible for payment of any commission or fee to any real estate agent or broker retained by the Village payable as a result of this transaction, and Developer shall be solely responsible for payment of any commission or fee to any broker or agent retained by Developer.

I. Representation of Village. Village represents and warrants to Developer, and covenants with Developer that:

(1) *Authority to Act.* The Village has all requisite power and authority to enter into this transaction, to execute, deliver and perform this Agreement, to execute and deliver the Deed and each and every other instrument required by this Agreement and otherwise to consummate the transaction herein contemplated. Neither the execution, delivery nor performance of this Agreement by Village will result in the breach of any charter, contract, restriction, covenant or agreement, or order, judgment or decree by which Village is bound or affected.

(2) *Authority of Signatories.* Each individual signing on behalf of the Village is duly authorized, in the capacity indicated in the signature blocks forming a part of this Agreement, to sign this Agreement on behalf of Village, and such signatures are sufficient to bind the Village hereto.

(3) *Condemnation.* The Village has no notice or knowledge of any proceeding pending for condemnation or other taking by eminent domain of the Property or any part thereof, and, to the knowledge of Village, no such proceeding is threatened.

(4) *Bankruptcy and Foreclosure.* Neither the Property nor Village is the subject of any legal proceedings in foreclosure, reorganization, assignment for the benefit of creditors, receivership, bankruptcy or insolvency.

(5) *Litigation.* Village has no notice or knowledge of any claims, legal actions, suits, arbitrations, or other legal or administrative proceedings against Village or the Property pending or threatened, which will in any way affect the Property or the consummation of this transaction;

(6) *Condition of Soil.* Except as provided in par. (8) below, the Village has no notice or knowledge that the sub-surface condition of the Property is unsuitable for construction of the proposed Project, or that there are unusual sub-surface conditions at the Property which would render the construction of such Project unusually difficult or expensive.

(7) *Violations of law.* The Village has no notice or knowledge of any violations of any laws, ordinances, orders or regulations issued by public authorities pertaining to health, safety, fire or otherwise affecting or pertaining to the Property; and Village has no notice or knowledge of any pending investigations or proceedings pertaining to any of the same;

(8) *Environmental.* Except for the information contained in the Phase I Environmental Site Assessment attached as **Exhibit B** Village has no notice or knowledge of any condition on the Property which violates any environmental, hazardous or toxic substance or waste, sewage, building, underground storage tank or other federal, state or local law, code, ordinance or regulation; nor any notice or knowledge that the Property contains any toxic substance or hazardous waste, as those terms are defined by any local governmental authority, Federal or state law or regulation, including without limitation the Comprehensive Environmental Recovery, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.,* and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.,* or petroleum, petroleum products and oil (collectively, "Hazardous Substances"), and to Village's knowledge the Property does not contain any underground storage tanks, surface impoundment, lagoon, or other storage facility or landfill or similar waste disposal area.

(9) *Possession/Occupancy.* There are no persons, in possession or occupancy of the Property or any part thereof, nor are there any other persons who have possessory rights in respect to the Property or any part thereof.

J. Representations of Developer. Developer represents and warrants to the Village and covenants with the Village that:

(1) *Authority to Act.* Developer is a limited liability company registered and in good standing with the Wisconsin Department of Financial Institutions and has all requisite power and authority to enter into this transaction, to execute, deliver and perform this Agreement, to execute and deliver each and every instrument required by this Agreement and otherwise to consummate the transaction herein contemplated. Neither the execution and delivery, nor performance of this Agreement, will result in the breach of any contract, covenant or agreement, or order, judgment or decree by which such party is bound or affected.

(2) *Authority of Signatories.* The individuals signing on behalf of Developer are duly authorized, in the capacity indicated in the signature blocks forming a part of this Agreement, to sign this Agreement on behalf of such entity, and such signatures are sufficient to bind such party hereto.

K. Condemnation. In the event of a material taking or taking for use of all or any part of the Property by eminent domain, or the commencement of proceedings therefor, at or prior to the Closing, Developer, by notice in writing given prior to closing and within five (5) business days after it receives notice of such intended taking, shall have the right to terminate this Agreement, in which event this Agreement shall wholly cease and terminate or Developer may consummate this transaction and in that event Developer shall have the sole right to any award made for such taking.

L. Additional Documents. The parties will, upon request of either party at any time after the closing, execute, deliver and/or furnish all such documents and instruments, and do or cause to be done all such acts and deeds, as may be reasonably necessary to carry out the purposes and intent of this Agreement.

M. Notices. Any notice required or permitted to be given hereunder by the parties may be delivered personally, sent electronically via e-mail or facsimile or delivered by nationally recognized commercial overnight courier. Notices shall be addressed as follows:

IF TO VILLAGE:	Village of McFarland 5915 Milwaukee Street McFarland, WI 53558 Attn: Village Administrator Email: Matt.Schuenke@mcfarland.wi.us
COPY TO:	Allen D. Reuter Reuter, Whitish & Evans, S.C. 44 East Mifflin Street, Suite 306 Madison, WI 53073-2895

Email: areuter@rwelaw.net

IF TO DEVELOPER: 4313 LLC
4920 Triangle Street
McFarland, WI 53558

Notices personally delivered or sent electronically via email or facsimile shall be deemed received when given, if prior to 3:00 PM recipient's local time on a business day, otherwise on the next regularly occurring business day. Notices sent by nationally recognized commercial overnight courier shall be deemed received on the business day following deposit.

N. Subsequent Conveyance by Developer. Commencing on the date of Closing, and continuing until termination of TID #3, Developer shall not, without the prior approval of Village, in Village's sole discretion, allow the Property to be put to any use that would render it fully or partially exempt from real property taxes, and Developer shall not convey the Property to any person or entity unless such person or entity agrees in a writing enforceable by the Village to be bound by the provisions of this section and Section III.B. to the same extent as Developer. No sale of the Property or any part thereof by Developer shall terminate the obligations set forth in this Agreement of either the Developer or any Guarantors, unless Village approves the assignment of such obligations in writing, which approval shall not be unreasonably withheld.

O. Permits and Approvals. The Village shall reasonably assist Developer in obtaining all necessary governmental authorizations for the construction and operation of the Project as contemplated by this Agreement, provided, however, that nothing in this Agreement shall be construed to limit the authority of any governmental board, commission, agency or officer in the determination of whether to grant or deny any such authorization, nor to guaranty that any authorization will be granted. The parties acknowledge that such approvals will be granted or denied in accordance with applicable legal requirements.

P. Survival of Terms. In the event this Agreement is terminated as permitted under Sections II.E., II.F. or II.K or for any other reason, such termination shall not affect (a) any obligation under this Agreement of any party to provide indemnification based on acts, omissions or events occurring prior to termination or (b) any obligation of Developer to restore the Property to its former condition as provided in Section II.G, which obligtations shall continue in full effect.

ARTICLE III
DEVELOPER OBLIGATIONS

A. Completion of Development. Developer shall redevelop the Property by constructing the Project. The Project shall include all material components, building materials and features as generally identified in **Exhibit A** and be constructed in accordance with all approved building plans, site plans and other applicable governmental approvals and regulations.

B. Guarantee of Tax Increment.

(1) Required Value. Developer shall assure that the Property shall have a taxable fair market value as of January 1, 2023, as determined under Wis. Stats. §70.32(1), of not less than Two Million Three Hundred Fifty Thousand Dollars ($2,350,000) (the "Required Value"). Time is of the essence with regard to Developer's obligation to achieve the Required Value.

(2) Payment of Tax Deficiency. If the taxable fair market value of the Property as of January 1, 2023, or on January 1 of any subsequent year during the term of TID #3, is less than the Required Value, Developer shall pay to Village a sum ("Deficiency Payment") which is the difference between the general property taxes, if any, actually generated by the Property in that year and the amount of general property taxes that would have been generated by the Property if the Required Value had been achieved. For avoidance of doubt, the Deficiency Payment required by this subsection, when added to the real property taxes actually received by the Village in a given year, shall equal the real property taxes the Village would have received if the promised Property value for that year had been achieved. Deficiency Payments shall be calculated in each year for which the taxable fair market value is less than the Required Value and shall be payable in equal installments on or before January 31 and July 31 next following the year in which the valuation shortfall occurred.

C. Personal Guaranty. The parties acknowledge that the Village is relying on the professional ability and personal investment of Developer's principal, Joseph R. Burkeland, Jr. in entering into this Agreement and that such personal involvement is part of the consideration for this Agreement. Joseph R. Burkeland, Jr. (the "Guarantor") agrees to guaranty to the Village the prompt payment and performance of all obligations of Developer under this Agreement. Concurrently with the execution of this Agreement, the Guarantors shall fully execute and provide to the Village documentation of such guarantee in the form attached hereto as **Exhibit C.**

D. Application of Funds. Tax increments generated by the Property shall be applied in the discretion of the Village, provided that this Agreement and Developer's and any Guarantor's obligations to guaranty tax increment under the Agreement shall terminate upon the earlier of (i) the payment to the Village of aggregate tax increments attributable to the Propety, plus any Deficiency Payments made by Developer or any Guarantor, in the amount of Five Hundred Thousand Dollars ($500,000) and (ii) the termination of TID #3. At such time as Developer's and the Guarantor's guarantees terminate, the Village shall execute an acknowledgment of termination or a release of this Agreement and the guarantees and a satisfaction of the real estate mortgage in recordable form.

E. Financial Disclosure. Developer and the Guarantors shall each furnish current financial statements certified to be true, correct and complete effective January 1, 2021, and annually effective each January 1, thereafter until the termination of this Agreement. Such financial statements shall be delivered to the Village attorney by March 31 of each such year. The financial statements shall be deemed to be records obtained under pledge of confidentiality. In the event of an open records request for release of such financial statements, the Village shall immediately give Developer written notice of the request to allow Developer to seek a protective order or other appropriate remedy to prevent public disclosure of those statements.

F. Insurance Policies. Developer shall furnish to the Village certificates of insurance for all insurance policies required to be delivered under this Agreement. The policies shall include the following:

(1) A commercial general liability insurance policy insuring against all claims for personal injury, death or property damage for which Developer might be liable, occurring upon, in or about the Property to the limit of not less than $5,000,000 of combined single limit coverage.

(2) A policy insuring the Property (including construction in progress), in an amount at least equal to the full replacement value thereof, without deduction for depreciation, against damage or destruction by fire, windstorm and any other loss or damage customarily insured in comparable structures. The minimum insured value shall, in all cases, be at least equal to the Required Value as specified in Section III.B of this Agreement.

(3) Developer shall assure that any insurance policies issued hereunder shall provide the Village with 30 days' prior notice of cancellation of any such insurance policy.

ARTICLE IV
TIF FINANCING

A. The TIF Loan. As an inducement for Developer to undertake redevelopment of the Property as required by this Agreement, and in addition to the reduced purchase price as provided in Section II.B., the Village agrees to provide Developer with economic development assistance through tax increment financing pursuant to Wis. Stats. §66.1105 in the form of a loan in the amount of up to Twenty-five Thousand Dollars ($25,000)(the "TIF Loan"). The TIF Loan shall be utilized solely to pay for the installation of roof-top solar energy panels and appurtentant equipment on the Property. In no event shall any portion of the TIF Loan be used to pay general property taxes or to reimburse Developer or any other person or entity for the payment of general property taxes. The TIF Loan shall be due and payable upon the termination of TID #3 provided, however, that if the Developer is in full compliance with this Agreement at the time of such termination, the TIF Loan shall be forgiven.

B. The Village's obligation to disburse the TIF Loan shall be conditioned upon all of the following:

(1) Developer shall have installed and placed in operation solar panels to provide energy for the operation of the building to be constructed on the Property in accordance with the Plans and Specifications for the Project.

(2) Developer shall not be the subject of any legal proceedings in foreclosure, reorganization, assignment for the benefit of creditors, receivership, bankruptcy or insolvency.

(3) The Project and the Property shall be in full compliance with all applicable State, Federal and local laws, ordinances and regulations, or a compliance plan acceptable to the Village shall be in effect to achieve such compliance.

(4) Developer and the Project shall be in full compliance with this Agreement.

C. The TIF Loan shall be disbursed to Developer within 15 business days of receipt by Village from Developer of a written statement itemizing the expenses paid by Developer for which payment from the TIF Loan is requested, along with the following written documentation reasonably satisfactory to the Village:

(1) A copy of the recorded conveyance document and title insurance policy confirming that the Property is owned in fee simple by Developer.

(2) A fully executed mortgage securing the Developer's obligations under this Agreement in substantially the form attached hereto as **Exhibit D.**

D. Loan Due on Sale. Notwithstanding any other provision in this Agreement, the TIF Loan shall become fully due and payable upon any transfer of all or a portion of the fee simple interest in the Property or the Project to a third party without the prior written consent of the Village, such consent subject to the reasonable discretion of the Village. For purposes of this provision, a transfer of a controlling interest in Developer to any third party shall be deemed a transfer. Developer covenants and agrees to notify the Village prior to any such transfer.

E. Subordination. The Village's rights in the Property arising in connection with the TIF Loan or other obligations in this Agreement shall be subordinate to a first mortgage and related security interests to secure a letter of credit or loan in the original principal sum not to exceed Two Million Nine Hundred Seventy Thousand Dollars ($2,970,000.00). Upon reasonable request by Developer or its lender, the Village shall execute a recordable instrument evidencing such subordination. The Village's subordination agreement shall not apply to any subsequent advances made by the first mortgage lender after the disbursement by the lender of the original principal loan amount without the written consent of the Village.

ARTICLE V
REMEDIES

A. General. In the event of any default in or breach of this Agreement or any of its terms or conditions by any party hereto or any successor in interest to such party, such party or successor shall have the right to cure or remedy such default or breach within thirty (30) days of written notice thereof, unless such default or breach is for other than the payment of money, and the cure cannot reasonably be completed within such thirty (30) day period, in which case, no default or breach shall be deemed to exist if the party alleged to be in default immediately commences to cure the default and diligently continues to take such reasonable action as are necessary to effect a complete cure as soon as practicable thereafter. In case such action is not taken or is not pursued as described in the previous sentence, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure the default or breach, including but not limited to proceedings to compel specific performance by the party in default or breach of its obligations. Nothing in this Agreement shall be construed to, in any way, affect or control the Village's exercise of its police power. The notice and right to cure provisions of this Section do not apply to a default in the Developer's obligation to achieve the Required Value as provided in Section III.B, as to which time is of the essence.

B. No Waiver by Delay. Either party shall have a right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or deprive it of or limit such rights in any way (it being the intent of this provision that neither party shall feel compelled to institute legal action so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of waiver, laches, or otherwise at a time when it may still hope otherwise to resolve the problems created by the default informally); nor shall any waiver made by a party with respect to any specific default by the other party under this section be considered or treated as the waiver of the rights of the non-defaulting party with respect to any other defaults by the defaulting party under this section or with respect to the particular default except to the extent specifically waived in writing.

C. Force Majeure. For the purposes of any provisions of this Agreement, neither Developer and any successor in interest nor the Village shall be considered in breach or default of its obligations with respect to the beginning and completion of construction of the Project or progress in respect thereto to the extent delay in the performance of such obligations is due to unforeseeable causes entirely beyond its control and without its fault or negligence, including but not restricted to acts of God, acts of the public enemy, acts of the federal government, fires, floods, epidemics, quarantine restrictions, unforeseen site conditions, strikes, embargoes, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of this provision, that in the event of the occurrence of any such forced delay, the times of performance of any of the obligations of Developer with respect to construction of the Project shall be extended for the period of the forced delay. Notwithstanding the foregoing, the parties recognize that the ongoing COVID-19 pandemic has been considered in the negotiation of this

Agreement, and said pandemic shall not be deemed a *force majeure*, but future governmenatal orders designed to mitigate the effects of said pandemic may be cause for excusable delays if they effectively prohibit performance of this Agreement. Nothing in this paragraphs shall be construed to affect or to extend the due date of payment of any monetary obligation of either party hereunder, including Developer's obligation to make payments under Section III.B.(2).

D. Remedies for Failure to Construct. Notwithstanding any other provision in this Agreement, and in addition to all other remedies available to the Village, in the event Developer has not commenced construction of the Project on or before March 31, 2022, Developer shall, upon written request of the Village made prior to commencement of building construction, reconvey the Property to the Village for the same consideration paid by Developer, free and clear of all liens or encumbrances created by the act or default of Developer. For the purposes of this Section D, construction shall be deemed commenced as of the date the Village issues the building permit for the Project. Provided however that the building permit shall lapse and be void unless building operations are commenced within six months from the date of issuance, in which case the Village shall have the right to initiate the remedies provided under this Section.

E. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement whether provided by law or provided by the Agreement shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different times of any other such remedies for the same event of default or breach or of any of its remedies for any other event of default or breach by any other party. No waiver made by either such party with respect to the performance, manner, or time thereof or any obligation of any other party or any of the conditions to its obligations under the Agreement shall be considered a waiver of any other rights of the party making the waiver or any other obligations of any other party.

F. Indemnification. Developer and its successors and assigns shall indemnify, save harmless and defend the Village and its officers, agents, attorneys, consultants and employees of and from any and all liability as well as from lawsuits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including attorneys costs and fees, for claims of any character including liability and expenses in connection with the loss of life, personal injury or damage to property or any of them because of injuries or damages received or sustained by any persons or property on account of or arising out of the approval or construction of the Project occasioned wholly or in partly from any act or omission on Developer's part or on the part of Developer's agents, contractors, subcontractors, invitees or employees, at any time.

G. Notification of Position Openings. Developer is aware that the Village has incurred real property assembly costs within the meaning of §66.1105(2)(f)l.c., Wis. Stats. and that, pursuant to §66.1105(6c)(b), Wis. Stats. Developer is required to notify the Wisconsin Department of Workforce Development and the local workforce development board established under 29 USC §2832 of any positions to be filled by Developer in Dane County within one year following the date of Closing.

ARTICLE VI
MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement represents the entire agreement between the parties hereto and may be amended only by a written agreement executed by both parties.

B. Severability. The various provisions in this Agreement are intended to be severable. In the event that any single term in this Agreement is determined to be invalid or unenforceable, such determination shall not affect any of the remaining provisions which shall continue in full force and effect.

C. Disclaimer of Relationships. Developer acknowledges that nothing contained in this Agreement or any contract between Developer and the Village or any act by the Village or any third parties shall be deemed or construed by any of the parties or by third persons to create any relationship of third-party beneficiary, principal, or agent; limited or general partnership or joint venture or of any association or relationship involving the Village.

D. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Wisconsin. In the event of a dispute, venue shall lie for all parties in Dane County, Wisconsin.

E. Section Captions. The captions or headings of the various sections of this Agreement are intended for ease of reference only and shall not be deemed to define, limit or describe the scope or intent of this Agreement and are not part of this Agreement.

F. Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors or assigns. The obligations shall run with the land and be binding on any party acquiring title to the Property.

G. Non-merger. The warranties, covenants and agreements set forth herein shall not merge into the deed and shall survive the closing.

H. Non-Discrimination. Developer for itself, its successors, and assigns, agrees that in the performance of all obligations under the terms and conditions of this Agreement that neither the Project nor any portion thereof shall be used by any party in any manner to permit unlawful discrimination or unlawful restriction on the basis of race, creed, ethnic origin or identity, color, gender, marital status, familial status, age, handicap, sexual orientation, or national origin and the construction and operation of the Project shall be in compliance with all laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds as may be in effect from time to time.

I. Neutral Construction. The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any part hereof.

J. Recording. Either party may record a copy of this Agreement or a memorandum providing notice of this Agreement in the office of the Register of Deeds for Dane County.

K. Estoppel Certificates. The Village shall, within twenty (20) days of receipt of written request, furnish promptly to Developer, its mortgage lender or a purchaser of the Project, a written statement setting forth the amount of Developer's remaining liability under this Agreement and stating that there are, to the knowledge of the party executing the statement, no events of default or then-existing circumstances which could, solely with the passage of time, become events of default or specifying such events and circumstances, if such is the case.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first written above.

DEVELOPER:

4313 LLC,

By:____
Joseph R. Burkeland, Jr., Manager

VILLAGE OF McFARLAND

By:____
Carolyn A. Clow, Village President

By:____
Cassandra Suettinger, Clerk/Treasurer

EXHIBIT A
TIF APPLICATION AND BUILDING PLANS

TAX INCREMENT FINANCING DEVELOPMENT INCENTIVES APPLICATION

Application ID: ___2021___ (Year) - ___02___ (#) to be completed by Village Community Development Director upon submittal

Please complete and submit the following information to the Village Community Development Director for a more detailed review of the feasibility of your request for Tax Incremental Financing (TIF) Development Incentives. The application is comprised of five sections: (A) Applicant Information, (B) Property Information, (C) Project/Business Information, (D) TIF Request, (E) Budget/Financing Strategy, and (F) Applicant Certification and Acknowledgement. Where there is not enough room for responses provided, please use an attachment. Where questions do not apply, mark NA (not applicable). Applicants are encouraged and may be required to submit additional information such as site plans, environmental studies, market studies, business plans, business or personal financial statements, or financial commitment letters to be included for review and consideration.

A. APPLICANT INFORMATION

Project Name: 4313 Triangle Street Redevelopment

Applicant: 4313, LLC

Mailing Address: 4920 Triangle Street, McFarland, WI 53558

Primary Contact: Joe Burkeland Telephone: (608)575-9822

Email: Fax:

Legal Entity: ☐ Individual(s) ☐ Joint Tenants ☐ Tenants in Common

☐ Corporation ■ LLC ☐ Partnership ☐ Other: ____________________

If not a Wisconsin corporation/partnership/LLC, state where organized: ___________________________________

Will new entity be created for ownership? ☐ No ■ Yes

Is any owner, member, stockholder, partner, officer or director of any previously identified entities, or any member of the immediate family of any such person, an employee or elected official of the Village of McFarland?

■ No ☐ Yes, If yes, give the name and relationship of the employee: ___________________________________

Provide the names of consultants (e.g. attorneys, engineers, planners, architects, contractors, etc.) authorized to act on behalf of the applicant.

Name	Title/Company	Email	Phone #
Ryan Quam	Site Engineer/Quam Engineering, LLC	rquam@quamengineering.com	(608)838-7750
Mark McCaulley	General Contractor/Bachmann Construction	markmac@bachmannconstruction.net	(608)575-9822

B. PROPERTY INFORMATION

Parcel(s) Address: 4313 Triangle Street

Parcel(s) Tax Number: 154/0710-273-9941-1

As the Applicant, are you the current owner of this parcel(s)? ☒ No ☐ Yes

If no, current owner is: Village of McFarland

If no, do you have an agreed upon option to purchase the property? ☒ No ☐ Yes (provide

documentation and note the expiration date here: ______

Total Lot Size: 69,107 square feet

Parcel Contains Existing Buildings? ☐ No ☒ Yes

If yes, indicate Total Building Size 9600 sq.ft.

Most recent property assessment (PA):

$ 124,600 Land $ 125,400 Improvements $ 250,000 Total

Existing Uses: Storage

Existing Zoning: Commercial

Existing Uses, Adjacent Parcels: Storage N Metal Fabricating S Warehousing E Triangle Street W

Existing Zoning, Adjacent Parcels: Storage N Metal Fabricating S Warehousing E Triangle Street W

Will a zoning change be requested? ☒ No ☐ Yes

If yes, indicate new zoning ______

Identify other approvals, permits, or licenses your project may need (e.g. County, State or Federal permits).

WDNR WRAPP

Existing Mortgage Holder: Village of McFarland

Contact Person & Phone Number: ____________________

Does the property have any existing tax delinquencies, zoning or building violations? ■ No ☐ Yes

If yes, explain: ____________________

C. PROJECT/BUSINESS INFORMATION

The proposed project is: ☐ An Improvement to Existing Business ☐ A New Business(s)

■ Business Relocation ☐ Residential Development ☐ Other

Project Description. Include any plans or illustrations prepared for the project, if available. At a minimum, a concept plan shall be submitted with the application.

The Concept Plan is attached to this application.

Will the project incorporate any "sustainability" or "green design" concepts? Describe.

The project will include two bioretention devices to meet stormwater management requirements for redevelopment.

Current annual revenue: $__________ Estimated annual revenue: $__________

Current annual expenses: $__________ Estimated annual expenses: $__________

Business Plan and/or Marketing Plan attached? ■ No ☐ Yes

Balance Sheets and Profit and Loss Statements for the past two years attached? ☐ No ☐ Yes

Describe the project schedule.

Final Plan/Specification Preparation Date: July 12, 2021

Preliminary Construction Start Date: March 1, 2022

Preliminary Construction Completion Date: September 30, 2022

Date Occupied or Opened: October 1, 2022

Number of principal buildings and estimated square footage: one building / 27,150 sq. ft.

Estimated equalized assessed valuation after project completion (EAV)

$ 400,000 Land $ 2,300,000 Improvements $ 2,700,000 Total

Estimate the incremental property taxes to be generated by the project (attach any independent appraisals).

Pre-improvements: $ 250,000 PA x 0.01945 Mill Rate = $ 4862.50 Total (A)

Post-improvements: $ 2,700,000 PA x 0.01945 Mill Rate = $ 52,515.00 Total (B)

Additional increment (B-A) = $ 47,652.50

Will the proposed project result in the relocation of economic activity/businesses from another location within the Village? ■ No ☐ Yes

If yes, discuss the nature of any anticipated relocations and the impact the relocation would have on the neighborhood where such activity is currently located.

Will the proposed project result in the relocation of economic activity from an adjacent community?
☐ No ■ Yes

If yes, discuss the nature of any anticipated relocations and the impact the relocation would have on the community where such activity is currently located.

My cabinet distribution company Wisco cabinets will be relocated from Waunakee, WI. Currently we employ 6 full time people at Wisco.

Identify any proposed tenants of the project. Have leases been negotiated or signed? ☐ No ☐ Yes

Tenants would be CTW Flooring, Inc. DBA Wisco Cabinets. New building will have one proposed 5385 square foot tenant space with no current leases.

Who will own and operate the developed property? 4313 LLC

Do similar businesses/uses already exist in McFarland?

☐ No ■ Yes, If yes, indicate Madison Cabinets

Describe any differences in your proposed business/uses to existing businesses/uses

We will be stocking cabinets in bulk.

Current and Created Jobs by Annual Wage Range (Full Time ≥ 30 hrs/week).

$0-$19,000

______Full Time (current) ______Part Time (current) ______FT (created) ______PT (created)

$20,000-$39,000

3 Full Time (current) ______Part Time (current) 3 FT (created) ______PT (created)

$40,000-$59,000

4 Full Time (current) ______Part Time (current) 2 FT (created) ______PT (created)

$60,000+

2 Full Time (current) ______Part Time (current) 1 FT (created) ______PT (created)

Average per hour wage rate of all employees (not including benefits) $ 20.89

Approximately what percentage of employees do you expect will be hired from the McFarland area (i.e. 53558 zip code) 50%.

Will the proposed business offer its employees a benefit package including health care and retirement benefits?
☐ No ☒ Yes

Discuss neighborhood impact/support for the project. Has the applicant discussed the project with neighboring property owners? ☐ No ☐ Yes

I spoke with the building owner Jim behind this parcel for an easement request. That owner has stated that he will not grant us an easement.

Discuss any history of community involvement by the applicant or business within the Village.

I live in McFarland with my family of 6. We've donated to many great causes. I'm looking to keep all my businesses and family in the community for many years. I've made an effort to hire as many McFarland businesses/residents on this project as possible.

Has any portion of the project already been started or completed? ☒ No ☐ Yes

If yes, describe the portions of the project completed, the work remaining, and why public financing is necessary to complete the project.

D. TIF REQUEST

State the total amount of TIF assistance being requested: $ $475,000 Land Donation plus $25,000 for roof top solar

State the form of incentives requested:

☐ Developer Loan (pay-as-you-go) ☐ Traditional Loan ■ Tax Increment Loan at Occupancy

☐ Tax Increment Loan at Project Start ☐ Other ______

State the need and justification for TIF assistance. Explain how the applicant intends to demonstrate compliance with the "but for" test. Substantiate that other alternative methods of financing have been thoroughly explored.

A higher level of building design and construction materials are being proposed to meet the requirements of the TIF district and to attract tenants to overcome the blighted conditions of the overall area. The unique site also requires irregular development costs such as existing building removal, monitoring well abandonment, importing structural fill, extensive storm sewer system, bioretention devices, Village attorney review, etc.

In order to demonstrate compliance with the "But For" test, the applicant has provided cost estimates for the higher level of construction materials and the unique site development costs. The application also includes the business plan proforma.

Check which box(s) best describe the use of TIF funds:

■ Land Acquisition/Survey ☐ Environmental Audits ■ Site Grading

■ Demolition/Remediation ■ New Construction ☐ Rehabilitation/Expansion

■ Utility Improvements ☐ Parking/Access ☐ Landscaping

☐ Recreation/Conservation ■ Professional Services ☐ Financing Costs

☐ Other ______

E. PROJECT BUDGET AND FINANCIAL STRATEGY

Project Costs	Amount ($)	Source(s) of Financing
Property Acquisition	See Overall Cost Estimate	
Environmental testing/remediation		
Demolition		
Construction of new building(s)		
Site Improvements		
Renovation of existing structures		
Cost of installation of machinery/equipment		
Architectural/Engineering fees		
Legal & other professional fees		
Permit fees		
Financing fees		
Developer fees		
Other (please specify)		
Total Project Costs	See Overall Cost Estimate	

Budget source: ☐ Developer ■ Arch/Eng ☐ Contractor ☐ Other ____________________________

Sources of Financing	Amount ($)	Percent of Total Costs
TIF	500000	12.76 %
Equity	450000	11.48 %
Loans	2970000	75.76 %
Grants		%
Other (please specify)		%
Total Project Costs	3920000	**100.0 %**

Lender for Project if in addition to the Village: Wells Fargo

Officer Christina Smith Phone (608)720-8768 Email christina.smith-wilkie@wellsfargo.com

Preapproved: ☐ No ☐ Yes, attach a Letter of Commitment from the Lender indicating that the applicant has sufficient financial resources to obtain the private financing for the project.

Grant Sources: ____________________________________ Grant Amount: ______________________________

Grant Officer:___________________________Phone________________Email_______________________________

Application Status: ____

Date of Grant Announcement: _________________________________

F. APPLICANT CERTIFICATION AND ACKNOWLEDGEMENT

I acknowledge being informed that the Village of McFarland (Village) will, upon request by a member of the public or in the course of reporting its activities to the public, disclose the names of individuals requesting Tax Incremental Financing (TIF), the amount of TIF requested, state/federal programs used, if any, and the development impact of the TIF requested (e.g. jobs created, tax base impact and total project investment). I have been assured by the Village, and I understand, that other financial information provided by me in connection with this application or with assistance from the Village, if any is given (including, but not necessarily limited to business and personal financial statements, business operating statements, data on historical and projected future sales or other aspects of business performance, and business plans) will, to the extent permissible by law, and except for use in collection proceedings, if any, be treated as confidential. This will confirm that I have relied upon such assurance by the Village in providing financial information to the Village, and that, but for such assurances, such information would not be provided.

I certify that the information contained in this application is, to the best of my knowledge, true and correct. I agree to notify the Village, in writing, of any changes that materially affect the accuracy of this statement. I authorize the Village or its agents to verify the information provided in this application and to obtain additional information concerning the applicant(s) financial condition.

I certify through signing the TIF application that the final form and amount of financing the Village offers may differ from that requested. The form and amount of financing shall be finalized through the execution of a development agreement.

I certify that financial, insurance, and project assurances will be required as part of the final development agreement to be negotiated with the Village upon preliminary approval of this application. These may include, but are not limited to, assessment guarantees, letters of credit, personal or corporate guarantees, minimum payment agreements, lien waivers for contractors, consent of mortgagee or other loan security instrument. All terms and obligations of the Village and the applicant shall be finalized through the execution of a development agreement.

I certify, by signing and submitting this application, that additional costs, above the amount of the application fee, incurred by the Village for outside professional review or expertise of this application, and any development agreement resulting from this application, will be the responsibility of the applicant. I further certify, that denial of the application or failure to reach agreement with the Village on a development agreement shall not entitle the applicant to a refund of the application fee or any amounts of the escrow used in the review of the application.

Applicant 4313 LLC Title owner

Signature ________ Date 8-25-21

Return To:

Village of McFarland
Attn: Village Community Development Director
5915 Milwaukee Street
McFarland, WI 53558
P: 608-838-3153

REDEVELOPMENT

"But For" TIF Eligible Costs Estimate

Description	Total
Attorney Fees (Developer Agreement and TIF Financing)	$15,000
Existing Buildng Removal	$65,000
Existing Monitoring Well Abandonment	$3,000
Impermeable Fabric in Bioretention Device due to Contaminated Soils	$4,000
Import Structural Fill with Compaction (4000 cubic yards at $13 / cubic yard)	$52,000
Storm Manhole Connection with Pavement Patching	$6,000
Storm Sewer System (Triangle Street Manhole to Bioretention Devices)	$74,760
Storm Culvert Extension at South Driveway	$4,000
Bioretention Devices	$34,000
Deepened Footing	$15,000
Glass Upgrade	$60,000
Masonry Upgrade	$70,000
Entrance Canopies	$45,000
Structural Upgrade (Roof Slopes and Wall Offsets)	$50,000
Total:	$497,760

Attachment A

SITE COST ESTIMATE

For: 4313 Triangle Street Redevelopment
Redevelopment
McFarland, WI 53558

Includes: Redevelopment

Proj. No. BC-32-20

Date: August 26, 2021

To: CTW Abbey Carpet & Floor
4920 Triangle Street
McFarland, WI 53558

By: Quam Engineering
4604 Siggelkow Road
McFarland, WI 53558

Item No.	Description		Unit	Unit Price	Amount
1	Traffic Control	1	LS	$2,760.00	$2,760.00
2	Strip Topsoil	200	CY	$5.00	$1,000.00
3	Existing Building Removal	1	LS	$65,000.00	$65,000.00
4	Existing Monitoring Well Abandonment	1	EA	$3,000.00	$3,000.00
5	Sawcut Asphalt Pavement	160	LF	$5.00	$800.00
6	Remove Existing Pavement	70	SY	$10.00	$700.00
7	Import Fill (Assume 2' beneath proposed building area)	4,000	CY	$13.00	$52,000.00
8	6" Tapping Valve	1	EA	$3,000.00	$3,000.00
9	6" Water Service	67	LF	$120.00	$8,040.00
10	Core Existing Storm Manhole and Concrete Collar	1	EA	$3,000.00	$3,000.00
11	12" HDPE Storm Sewer	112	LF	$80.00	$8,960.00
12	15" HDPE Storm Sewer	275	LF	$100.00	$27,500.00
13	24" HDPE Storm Sewer	58	LF	$120.00	$6,960.00
14	30" RCP Storm Sewer	71	LF	$140.00	$9,940.00
15	3' Dia. RCP Standpipe w/ Halla Industries Top Mount Trash Rack or Equal	2	EA	$3,000.00	$6,000.00
16	5' Dia. Catch Basin w/ Neenah R-3067 Casting	1	EA	$4,000.00	$4,000.00
17	4" Perforated PVC Storm Sewer W/ Sock	85	LF	$40.00	$3,400.00
18	2x3 Inlet w/ Neenah R-3067 Casting	2	EA	$4,000.00	$8,000.00
19	15" CMP Culvert	40	LF	$100.00	$4,000.00
20	4" Aggregate Base	500	SY	$5.00	$2,500.00
21	10" Aggregate Base (Beneath Asphalt)	3,120	SY	$12.00	$37,440.00
22	Concrete Sidewalk (5" Thick)	1,650	SF	$15.00	$24,750.00
23	Concrete Refuse Pad	318	SF	$15.00	$4,770.00
24	Concrete Pad at Loading Dock	780	SF	$16.00	$12,480.00
25	Stairs (5 risers)	1	LS	$1,500.00	$1,500.00
26	Concrete Wall (west of loading docks)	1	LS	$4,000.00	$4,000.00
27	18" Concrete Curb And Gutter	790	LF	$18.00	$14,220.00
28	1.75" Asphalt Binder Course	3,120	SY	$12.00	$37,440.00
29	1.75" Asphalt Surface Course	3,120	SY	$12.00	$37,440.00
30	Clean, Sweep & Tack Coat	3,120	SY	$0.30	$936.00
31	Asphalt Patch	70	SY	$40.00	$2,800.00
32	Restoration (Seed & Matting)	300	SY	$5.00	$1,500.00
33	Impermeable Fabric in West Bioretention Device	1	LS	$4,000.00	$4,000.00
34	Bio-retention Device	1,700	SF	$20.00	$34,000.00
35	Parking Lot Striping	1	LS	$700.00	$700.00
36	Landscape Trees & Shrubs	1	LS	$10,000.00	$10,000.00
37	Lighting	1	LS	$12,000.00	$12,000.00
			Construction Subtotal		**$460,536.00**

4313 TRIANGLE STREET

Overall Costs Estimate

Description	Quantity	Unit	Unit Price	Total
Land Purchase				
Initial Land Purchase	1	LS	$475,000.00	$475,000.00
Permitting Item				
Building Permit	1	LS	$4,000.00	$4,000.00
Erosion Control Permit	1	LS	$1,000.00	$1,000.00
Stormwater Management Permit	1	LS	$1,000.00	$1,000.00
Plumbing Fee	1	LS	$2,500.00	$2,500.00
HVAC Fee	1	LS	$600.00	$600.00
Fire Alarm and Suppression System Fee	1	LS	$1,500.00	$1,500.00
Engineering Review Fees	1	LS	$5,000.00	$5,000.00
Attorney Review Fees	1	LS	$15,000.00	$15,000.00
TIF Application Fee	1	LS	$250.00	$250.00
Site Design Fee	1	LS	$400.00	$400.00
Public Water	1	1 1/2 in	$3,251.00	$3,251.00
Transaction Fees				
Bank Fee	1	LS	$50,000.00	$50,000.00
Appraisal Fee	1	LS	$3,000.00	$3,000.00
Title Fee	1	LS	$3,000.00	$3,000.00
Miscellaneous Closing Fees	1	LS	$3,000.00	$3,000.00
Construction Interest Carrying Costs Through 5/2022	1	LS	$35,000.00	$35,000.00
Professional Items				
Architect	1	LS	$50,000.00	$50,000.00
Structural Design	1	LS	$8,000.00	$8,000.00
Quam Engineering Plans Drafting and Approvals	1	LS	$30,000.00	$30,000.00
Quam Engineering Construction Staking and Admin.	1	LS	$15,000.00	$15,000.00
Site Items (See Separate Schedule)			$460,536.00	$460,536.00
Building Items				
Builders Contract	1	LS	$2,600,000.00	$2,600,000.00
Solar	1	LS	$107,000.00	
Subtotal Costs:				$3,767,037.00
Contingency (Approx. 5.0% Building and Site):				$152,963.00
Total:				$3,920,000.00

Loan Amount & Contributions Percentage

Loan Amount Calculation

Total Costs (See Cost Schedule)	$3,920,000
T.I.F. "Gap Loan"	-$500,000
Developer Downpayment	-$450,000
Loan Amount Total:	**$2,970,000**

Developer Contributions Percentage Calculation

Developer Downpayment	$450,000
Total Contributions:	$450,000
Developer Contributions Percentage = Total Contributions / Total Costs	**11.48%**

Village Contributions Percentage Calculation

T.I.F. "Gap Loan"	$500,000
Total Contributions:	$500,000
Village Contributions Percentage = Total Contributions / Total Costs	**12.76%**

PROFORMA

Loan Amount		
Total Costs (See Cost Schedule)	$3,920,000	
T.I.F. "Gap Loan"	-$500,000	
Developer Downpayments	-$450,000	
Loan Amount	$2,970,000	
Sales/year		
Commercial Space (CTW)	$238,950	{26550 square feet @ $9}
Total	$238,950	{See rent scalar} **2.00% Rent Scalar**
Vacancy	$0	{Assumes 0% vacancy}
Sales Total	$238,950.00	
Costs/year		
Interest	4.00%	of loan amount
Management & Insurance	5.00%	of sales amount
Maintenance	5.00%	of sales amount
Property Tax	$50,525	{2.15% of $2,350,000 (TIF Application EAV Amount)}

Principal Projection	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Beginning Principal	$2,970,000	$2,924,270	$2,872,529	$2,814,456	$2,749,716	$2,677,958	$2,598,817	$2,511,909	$2,416,835	$2,313,179	$2,200,506	$2,078,360	$1,946,267	$1,803,733
Interest	$118,800	$116,971	$114,901	$112,578	$109,989	$107,118	$103,953	$100,476	$96,673	$92,527	$88,020	$83,134	$77,851	$72,149
Sales	-$238,950	-$243,729	-$248,604	-$253,576	-$258,647	-$263,820	-$269,097	-$274,478	-$279,968	-$285,567	-$291,279	-$297,104	-$303,046	-$309,107
Management (3% sales) & Insurance (2% of sales)	$11,948	$12,246	$12,552	$12,866	$13,188	$13,517	$13,855	$14,202	$14,557	$14,921	$15,294	$15,676	$16,068	$16,470
Maintenance (5% of sales)	$11,948	$12,246	$12,552	$12,866	$13,188	$13,517	$13,855	$14,202	$14,557	$14,921	$15,294	$15,676	$16,068	$16,470
Property Tax	$50,525	$50,525	$50,525	$50,525	$50,525	$50,525	$50,525	$50,525	$50,525	$50,525	$50,525	$50,525	$50,525	$50,525
Ending Principal	$2,924,270	$2,872,529	$2,814,456	$2,749,716	$2,677,958	$2,598,817	$2,511,909	$2,416,835	$2,313,179	$2,200,506	$2,078,360	$1,946,267	$1,803,733	$1,650,239
Principal Reduction	$45,730	$51,741	$58,073	$64,740	$71,758	$79,142	$86,908	$95,073	$103,656	$112,674	$122,146	$132,093	$142,535	$153,493
Return on Investment	10%	11%	13%	14%	16%	18%	19%	21%	23%	25%	27%	29%	32%	34%

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants

April 6, 2021

Village of McFarland
Attn: Andrew Bremer
5915 Milwaukee Street
McFarland, WI 53558-0110

Re: 4313 Triangle Street –Plan Commission Application

Dear Mr. Andrew Bremer,

Attached are the following:
1) Completed Plan Commission Application (3 copies)
2) Letter of Intent (3 copies)
3) Site and Design Plans Check List (3 copies)
4) Site Plan Set (11"x17" - 3 copies)
5) Renderings (11"x17" – 3 copies)
6) Elevations (11"x17" – 3 copies)

Please note that the TIF Application has already been submitted and the Application Fees and Erosion Control and Stormwater Management Report will be provided in separate submittals.

If everything is satisfactory, please add this Plan Commission Application request to the next available Village meeting(s). Please let me know if you have any questions or comments,

Sincerely,

Ryan D. Quam

Ryan D. Quam, P.E.

Cc: Joe Burkeland Jr via joeb@ctwflooring.com
Andrew Bremer via andrew.bremer@mcfarland.wi.us
Mark McCaulley via markmac@bachmannconstruction.net
Austen Conrad via AConrad@strang-inc.com

FN: BC-32-20

4604 Siggelkow Road, Suite A ♦ McFarland, Wisconsin 53558 ♦ www.quamengineering.com
Phone (608) 838-7750 ♦ Fax (608) 838-7752 ♦ E-mail rquam@quamengineering.com

April 6, 2021

Village of McFarland
Department of Planning
5915 Milwaukee Street
McFarland, WI 53558

Re: Plan Commission: Letter of Intent

Dear Commission Members and Planning and Development Staff:

Quam Engineering, LLC is submitting this letter of intent and application for the 4313 Triangle Street redevelopment. The intent of the project is to provide a 27,150 square foot warehouse with office and rental space.

The site has been designed to position the building near Triangle street with parking provided in the front and along the sides of the buildings, with a loading dock in the northwest corner of the building. The site development includes the removal of the existing structure, gravel parking area, fencing, and monitoring wells.

The proposed building design fits within the TID #3 Guidelines. The building will include glass façade with canopy over entrances.

In summary, the project will consist of the general criterial listed below:

Project Data:

Project Name:	4313 Triangle Street redevelopment
Address:	4313 Triangle Street, McFarland WI 53558
Lot Size:	1.59 Acres
Proposed Use:	Warehouse with office and rental space
Total Building Area:	27,150 SF
Parking Provided:	39 surface stalls, 1 ADA Surface stall
Trash Enclosure:	provided, see Civil Drawings for Detail

Zoning District:

The property is currently zoned M-IC Manufacture-Intensive
The property is part of the Tax Increment Finance District #3

Project Team:

The key individuals and firms involved in this planning and design process include:

Building Owner:

Name:	4313, LLC
Address:	4920 Triangle Street, McFarland, WI 53558
Contact:	Joe Burkeland
Phone number:	(608)222-5071

Architect:
Strang, Inc.
811 East Washington Avenue, Suite 200
Madison, WI 53703
Contact: Austen Conrad
608-276-9200

Survey, Civil Engineer:
Quam Engineering, LLC
4604 Siggelkow Road, Suite A
McFarland, WI 53558
Contact: Ryan Quam
608-838-7750

Respectfully submitted,

Ryan Quam, P.E.
Managing Member

FN: BC-32-20

Village of McFarland
Community & Economic Development Department

Plan Commission Application – 2021

~Application must be completed in full~

Applicant - Owner	4313, LLC	Applicant's Agent	Quam Engineering, LLC
		Name	Ryan Quam
Address	4920 Triangle Street McFarland, WI 53558	Address	4604 Siggelkow Road, Suite A McFarland, WI 53558
Email	joeb@ctwflooring.com	Email	rquam@quamengineering.com
Phone #	608-575-9822	Phone #	(608)838-7750
Fax #		Fax #	

Parcel No(s). 154/0710-273-9941-1 **Type of Proposal – Please check boxes below that apply**

Requires Public Hearing (Class One)	FEES	Requires Public Hearing (Class Two)	FEES	Public Hearing Not required	FEES
☐ Preliminary Plat	$500+AF	☐ Conditional Use	$370+F	☐ Annexation	At cost
☐ Preliminary Plat (reapplication)	$500+BF	☐ Rezoning (map)	$405+	☐ Dev. Agreement Including Addendums	$400 F
☐ Certified Survey Map	$300+FG	☐ Zoning Amendment (text)	$405 +F	☐ Final Plat	$500 +CF
☐ Condominium	$300+EF	☐ USA/MMSD Annexation	At cost	☐ Final Plat (reapplication)	$400 +DF
☐ Comprehensive Plan Amendment	$500+F			☒ Site/Design Review	$400 + F

+ = Plus publication and notification charges

A = Plus $50.00 per lot

B = Any preliminary plat which has previously been reviewed/revised within the last 36 months

C = Plus $50.00 for each lot within the final plat

D = Any final plat which has been previously reviewed or/ revised within the last 36 months

E = Plus $40.00 for each unit shown

F = Plus actual legal, engineering and financial consulting costs incurred by the Village

G = Plus $25.00 per lot for two or more lots.

Escrow Deposits (covers costs for outside consultants; e.g., engineers, attorneys, etc.)	
☐ R-E, R-3 & PD (up to 50 acres)	$5,000
☐ R-E, R-3 & PD (greater than 50 acres)	$10,000
☐ Site/Design Review (less than 2,000 sq. ft.)	$1,000
☒ Site/Design Review (2,000 sq. ft. or more)	$2,000
☐ All Plats including condominiums	$5,000

Nature of the development proposal: Must provide address of proposed development, legal description, current zoning and description of proposal/request. (Attach additional paper if needed)

The site is located at 4313 Triangle Street. It is described as lot 1 of CSM 12030 and zoned "G2 - Commercial". The application request is for a new commercial building and associated driveways and parking.

Has this specific proposal been previously discussed or acted upon by the Plan Commission?

☐ **YES** ☒ **NO** **(If "yes" state the nature and the date(s) of the previous application.)**

PLEASE READ AND SIGN AT THE BOTTOM ON THE REVERSE SIDE

Schedule: The Village of McFarland Plan Commission normally conducts meetings on the third Monday of each month at 7:00 p.m. at the McFarland Municipal Center in the Community Room. To ensure adequate time for staff review, and publication of legal notices; all potential agenda item materials -are required to be submitted per the schedule listed below. **Three (3) copies** of all materials, **one (1) copy must be 8 ½ x 11, two (2) copies to be 11 x 17 and one (1) electronic copy** (*only one copy of application, completed in full, is necessary)* shall be submitted to the Community Development Department (608-838-3154), with fees paid **by *NOON of the deadline day**, according to the following schedule:

Village of McFarland Plan Commission 2021 Schedule

*Submittal Deadline Noon on:	For Scheduled 2021 Meeting date of:
December 8 (2020)	January Tuesday Jan. 19
January 5	February 15
February 2	March 15
March 9	April 19
April 6	May 17
May 11	June 21
June 8	July 19
July 7	August 16
August 10	September 20
September 7	October 18
October 5	November 15
November 2	December 20 (Pending)
December 7	(Pending) Tuesday, Jan. 18, 2022

*** Submittal deadline:**

- **I understand failure to provide required materials/information/fees by the submittal deadline can result in this application being withdrawn for consideration by the Plan Commission. Materials submitted for review after the submittal deadline date, or incomplete submittals, may be held over until the next scheduled meeting.**
- **I understand any fees not paid for (i.e. legal notices, mailings, etc.) will require any permits to be withheld until all payments are made in full. In addition, all application fees are non-refundable.**

X [signature]
Signature of Applicant/Agent

4-5-2021
Date

Site and Design Plans

Check List

Date received: ____________

Subject property address: 4313 Triangle Street

Landowner's name: Village of McFarland

Landowner's address: Buyer: 4313, LLC
4920 Triangle Street
McFarland, WI 53558

Landowner's phone/fax: Buyer: (608)222-5071

Landowner's email: Buyer: joeb@ctwflooring.com

Agent's name: Ryan Quam - Waubesa Village

Agent's address: ____________

Agent's phone/fax: 608-838-7750

Agent's email: rquam@quamengineering.com

All	A.	Title Block that indicates name and address of the current property owner.
Cover	B.	Name and signature of the designer.
4/5/21	C.	Date of original plan and latest date of revised plan.
ALL	D.	North arrow and graphic scale. Said scale shall not be smaller than 1 inch equals 100 ft.
-	E.	Existing zoning G2 Proposed rezoning _____yes X no
C1 & C2	F.	All property lines, and existing and proposed right-of-way lines with bearings and dimensions clearly labeled.
C2	G.	All required building setback lines.
C2	H.	The location of all access points and connections to public streets, off-street parking, and loading areas on the subject property including a summary of the number of parking stalls, accessible parking stalls, and labels indicating the dimension of such areas.
C2	I.	All existing and proposed building structures and paved areas, including walks, drives, decks, patios, balconies, fences, retaining walls, utility poles, exterior utility and mechanical equipment, and any accessory structures.
C1 & C2	J.	Existing and proposed site and building signage.
Elevations	K.	Color exterior façade elevations of all proposed buildings including descriptions of materials and colors.
N/A	L.	The location of all outdoor storage areas; including proposed screening materials and colors._
C3	M.	The location of existing and proposed drainage facilities including stormwater and erosion control plan.
C3	N.	The location and type of any permanently protected green space areas.
N/A	O.	The location and elevation of any wetlands or floodplains.

C3 P. Grading Plan including existing & proposed topography shown at a contour interval of not more than two (2) ft.

C2 Q. In the legend, data for the subject property:

(1) Lot area

(2) Building area

(3) Paved area

(4) Total impervious area

(5) Landscaping points provided and required for building foundations, gross floor area, street frontage, and paved area.

(5) Building height

(6) Existing zoning, proposed zoning

(7) Number of parking stalls provided and required.

C5 R. Landscaping Plans including proposed species, quantity and planting size. Refer to Appendix B of the Village's Zoning Code for more information.

C4 S. Hydrant locations and Fire Department Connection.

C6 T. Lighting Plans including photometrics and description of fixture types, heights and orientation.

C4 U. Utility plans, including the location of existing and proposed overhead or underground site utilities, including piping and meter sizes and associate appurtenances.

N/A V. Existing or proposed easements.

see below W. A legal description of the subject property.

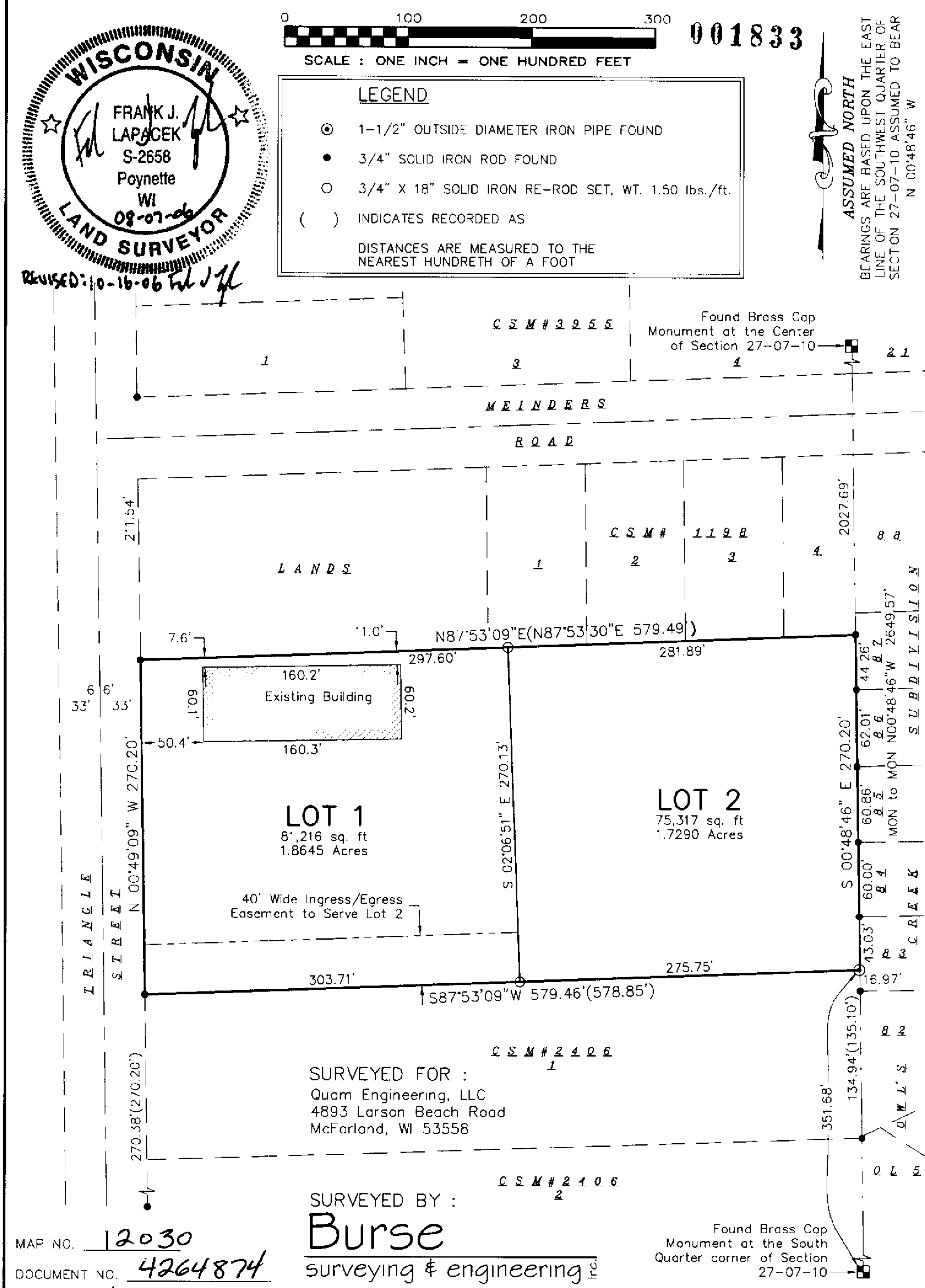
General Comments: CSM of property to follow

Note: In addition to Site and Design Permit approval, a building permit from the Village Building Inspector is required prior to the start of construction of any building, fence, or sign.

CERTIFIED SURVEY MAP No. 12030

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 07 NORTH, RANGE 10 EAST, VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN.

001833



SURVEYED FOR :
Quam Engineering, LLC
4893 Larson Beach Road
McFarland, WI 53558

SURVEYED BY :
Burse
surveying & engineering inc.
1400 E. Washington Ave. Suite 158
Madison, WI 53703 608.250.9263
Fax: 608.250.9266
email: burse@chorus.net
www.bursesurveyengr.com

MAP NO. 12030
DOCUMENT NO. 4264874
VOLUME 74 PAGES 98
Date: October 16, 2006
Plot View: Sht1
\PROJECTS\BSE988\CSBSE988.DWG

SHEET 1 OF 3

FORM NO. 985-A

HCMiller

Stock No. 26273

001834

CERTIFIED SURVEY MAP No. 12030

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 07 NORTH, RANGE 10 EAST, VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, Frank J. Lapacek, Registered Land Surveyor No. 2658, hereby certify that I have surveyed, divided, and mapped part of the Southeast Quarter of the Southwest Quarter of Section 27, Township 07 North, Range 10 East, Village of McFarland, Dane County, Wisconsin, more fully described as follows: Commencing at the South Quarter corner of said Section 27; thence North 00 degrees 48 minutes 46 seconds West along the east line of the Southwest Quarter of said Section 27, 351.68 feet to the point of beginning; thence South 87 degrees 53 minutes 09 seconds West, 579.46 feet to a point on the east right-of-way line of Triangle Street; thence North 00 degrees 49 minutes 09 seconds West along said east right-of-way line, 270.20 feet; thence North 87 degrees 53 minutes 09 seconds East, 579.49 feet to the aforementioned east line of the Southwest Quarter of Section 27; thence South 00 degrees 48 minutes 46 seconds East, 270.20 feet to the point of beginning. This description contains 156,533 square feet or 3.5935 acres, under the direction of Brian M. and Jackie L. Murphy, owners of said land. I further certify that the map on sheet one (1) is a correct representation of the exterior boundaries of the lands surveyed, and that I have fully complied with the provisions of Chapter 236.34 of the State Statutes, and the Land Division Ordinance of the Village of McFarland in surveying, dividing, and mapping the same.

Dated this 7th day of AUGUST, 2006.

Signed: [signature]
Frank J. Lapacek, R.L.S. No. 2658

REVISED: 10-16-06 [signature]

REGISTER OF DEEDS CERTIFICATE

Received for recording on this 21st day of December 2006 at 2:28 o'clock P.m. and recorded in Volume 74 of Certified Survey Maps, on Pages 98-100.

[signature] Jane Licht by Martha Potter deputy
Dane County Register of Deeds

VILLAGE OF MCFARLAND APPROVAL

The Village Board of McFarland has approved this Certified Survey Map on this 18 day of September 2006.

[signature]
Village Clerk, Village of McFarland

~~DANE COUNTY ZONING AND LAND REGULATION COMMITTEE~~

~~Approved for recording per Dane County Zoning and Land Regulation Committee action on the ___ day of ___________, 200__.~~

____
Richard D. Pertzborn, Chair   Date
Dane County Zoning and Land Regulation Committee

WISCONSIN
FRANK J.
LAPACEK
S-2658
Poynette
WI
LAND SURVEYOR

MAP NO. 12030
DOCUMENT NO. 4264874
VOLUME 74 PAGES 99

Date: October 16, 2006
Plot View: Sht2
\PROJECTS\BSE988\CSBSE988.DWG

SURVEYED BY :
Burse
surveying & engineering inc
1400 E. Washington Ave. Suite 158
Madison, WI 53703 608.250.9263
Fax: 608.250.9266
email: burse@chorus.net
www.bursesurveyengr.com

SHEET 2 OF 3

FORM NO. 985-A

HCMiller

Stock No. 26273

001835

CERTIFIED SURVEY MAP No. 12030

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 07 NORTH, RANGE 10 EAST, VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

Brian M. and Jackie L. Murphy, as owners, do hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on sheet 1. We also certify that this Certified Survey Map is required by s.236.34 to be submitted to the following for approval or objection.

Village of McFarland
Dane County Zoning and Land Regulation Committee

WITNESS the hand and seal of said owners, this 20 day of December, 2006.

Signed: Brian M. Murphy   Jackie L. Murphy

Brian M. Murphy   Jackie L. Murphy

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 20 day of December, 2006, the above named Brian M. and Jackie L. Murphy, to me known to be the people who executed the foregoing instrument and acknowledged the same.

Notary Public: Joan M. Osborn

My commission expires/is permanent: 10/31/10

Joan M. Osborn

CONSENT OF MORTGAGEE

M & I Bank, a banking association duly organized and existing under and by virtue of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Certified Survey Map, and does hereby consent to the owner's certificate.

IN WITNESS WHEREOF, the said M & I Bank, has caused these presents to be signed by Matthew Simon, its Vice President, at Madison, Wisconsin, this 21 day of December, 2006.

Authorized Representative

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this 21 day of December, 2006, MATTHEW SIMON, its VICE PRESIDENT of the above named banking association, and acknowledged that they executed the foregoing instrument as such officers as the deed of said banking association, by its authority.

Notary Public: Joan M. Osborn

My commission expires/is permanent: 10/31/10

Joan M. Osborn

WISCONSIN
FRANK J. LARACEK
S-2658
Poynette
WI
08-07-06
LAND SURVEYOR

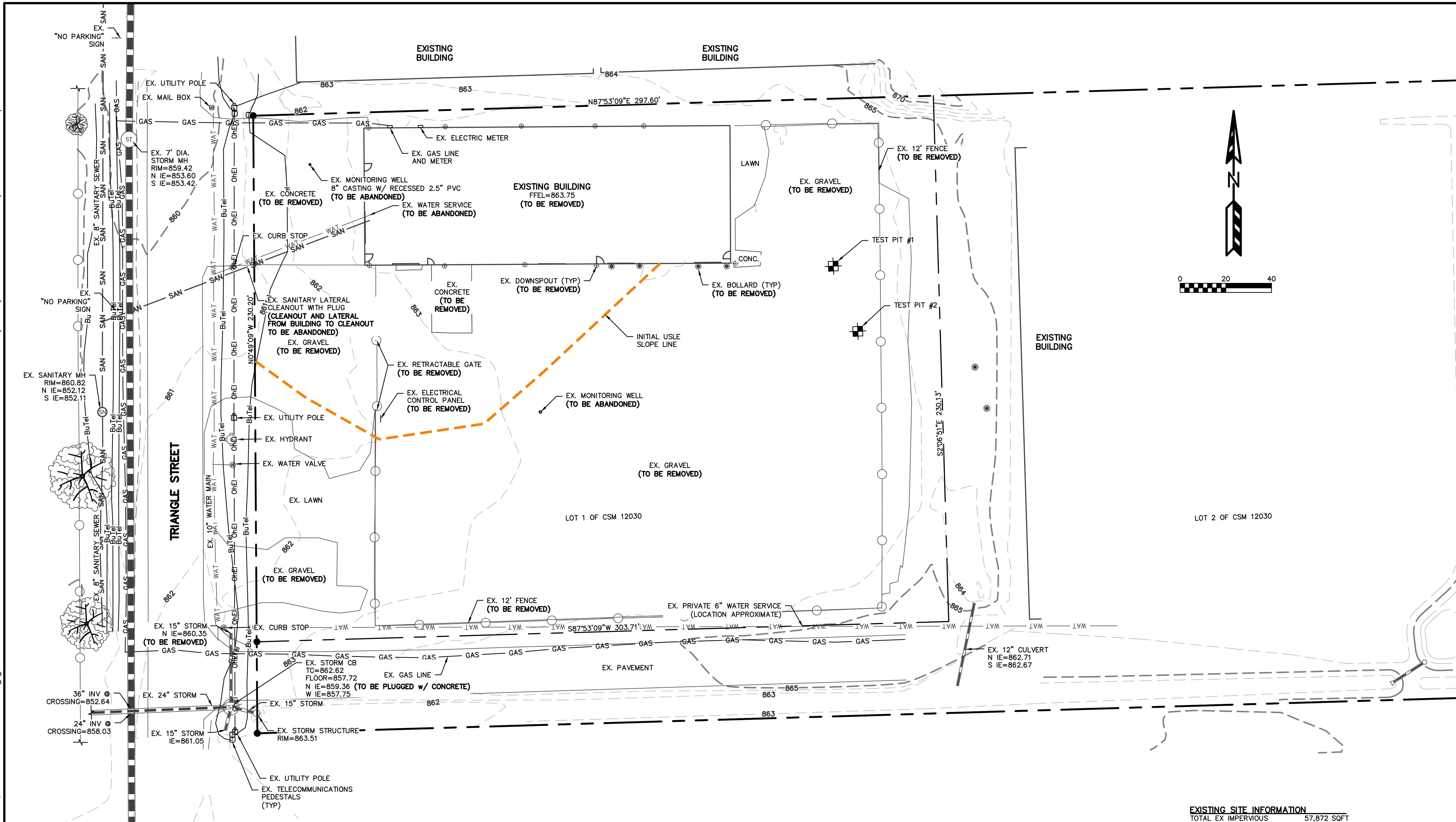
REVISED: 10-16-06

MAP NO. 12030
DOCUMENT NO. 4264874
VOLUME 74 PAGE 100
Date: October 16, 2006
Plot View: Sht3
\PROJECTS\BSE988\CSBSE988.DWG

SURVEYED BY :
Burse
surveying & engineering
1400 E. Washington Ave. Suite 158
Madison, WI 53703 608.250.9263
Fax: 608.250.9266
email: burse@chorus.net
www.bursesurveyengr.com

SHEET 3 OF 3

QUAM ENGINEERING, LLC 4604 Siggelkow Road, Suite A – McFarland, WI 53558 (608) 838-7750 \BC-32-20\BC32BASE.DWG



EXISTING SITE INFORMATION
TOTAL EX IMPERVIOUS 57,872 SQFT

PROPERTY BOUNDARY DISCLAIMER
LOT LINE BEARINGS AND DISTANCES SHOWN ARE BASED ON CSM 12030 DATED AUGUST 5, 2005 ON FILE WITH THE DANE COUNTY SURVEYORS OFFICE.

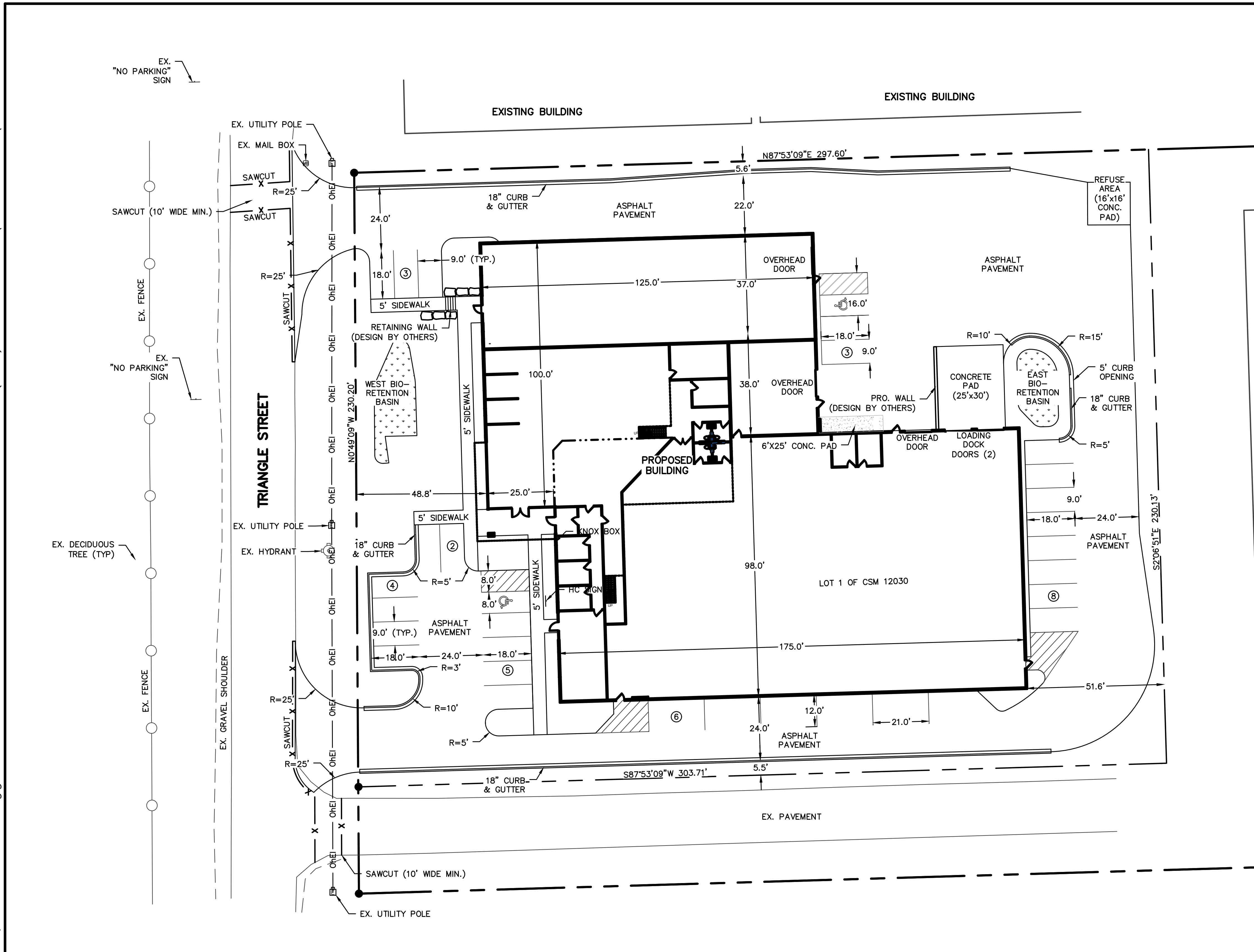
PROPERTY BOUNDARY INFORMATION SHOWN DOES NOT REPRESENT A PROFESSIONAL PROPERTY BOUNDARY SURVEY MEETING CHAPTER A-E 7 OF WISCONSIN ADMINISTRATIVE CODE.

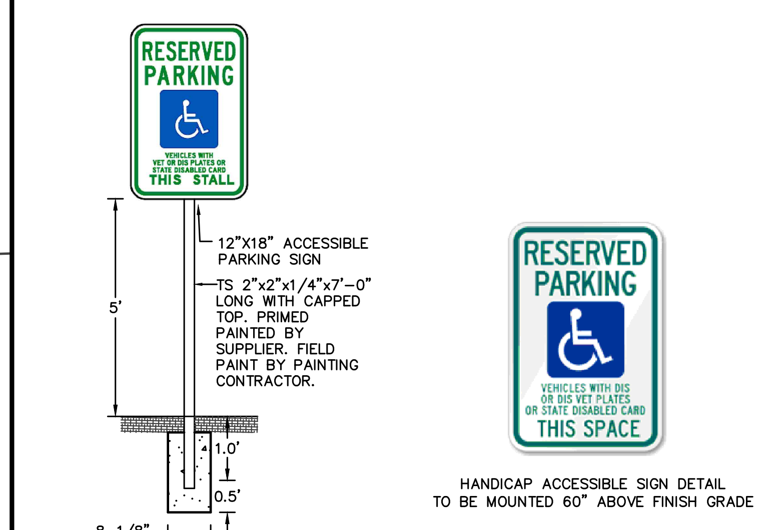
NO LIABILITY (EITHER EXPRESSED OR IMPLIED) FOR THE ACCURACY OF THE PROPERTY BOUNDARY DELINEATED HEREIN IS ASSUMED BY QUAM ENGINEERING, LLC.

4313 TRIANGLE STREET – VILLAGE OF McFARLAND
EXISTING SITE AND REMOVALS PLAN
PAGE: C1
DATED: MAY 28, 2021

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants
www.quamengineering.com
4604 Siggelkow Road, Suite A – McFarland, Wisconsin 53558
Phone (608) 838-7750; Fax (608) 838-7752

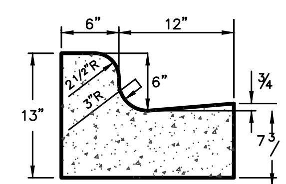
QUAM ENGINEERING, LLC 4604 Siggelkow Road, Suite A – McFarland, WI 53558 (608) 838-7750 \BC-32-20\BC32BASE.DWG





HANDICAP ACCESSIBLE SIGN DETAIL

HANDICAP ACCESSIBLE SIGN DETAIL TO BE MOUNTED 60" ABOVE FINISH GRADE



18" STANDARD CONCRETE CURB & GUTTER

PROPOSED SITE INFORMATION

LOT AREA=	69,107 SQFT
TOTAL EX IMPERVIOUS	57,872 SQFT
TOTAL PRO IMPERVIOUS	57,600 SQFT
NET IMPERVIOUS AREA	-272 SQFT
TOTAL PARKING STALLS	31
IMPERVIOUS %	83 %

4313 TRIANGLE STREET – VILLAGE OF MCFARLAND

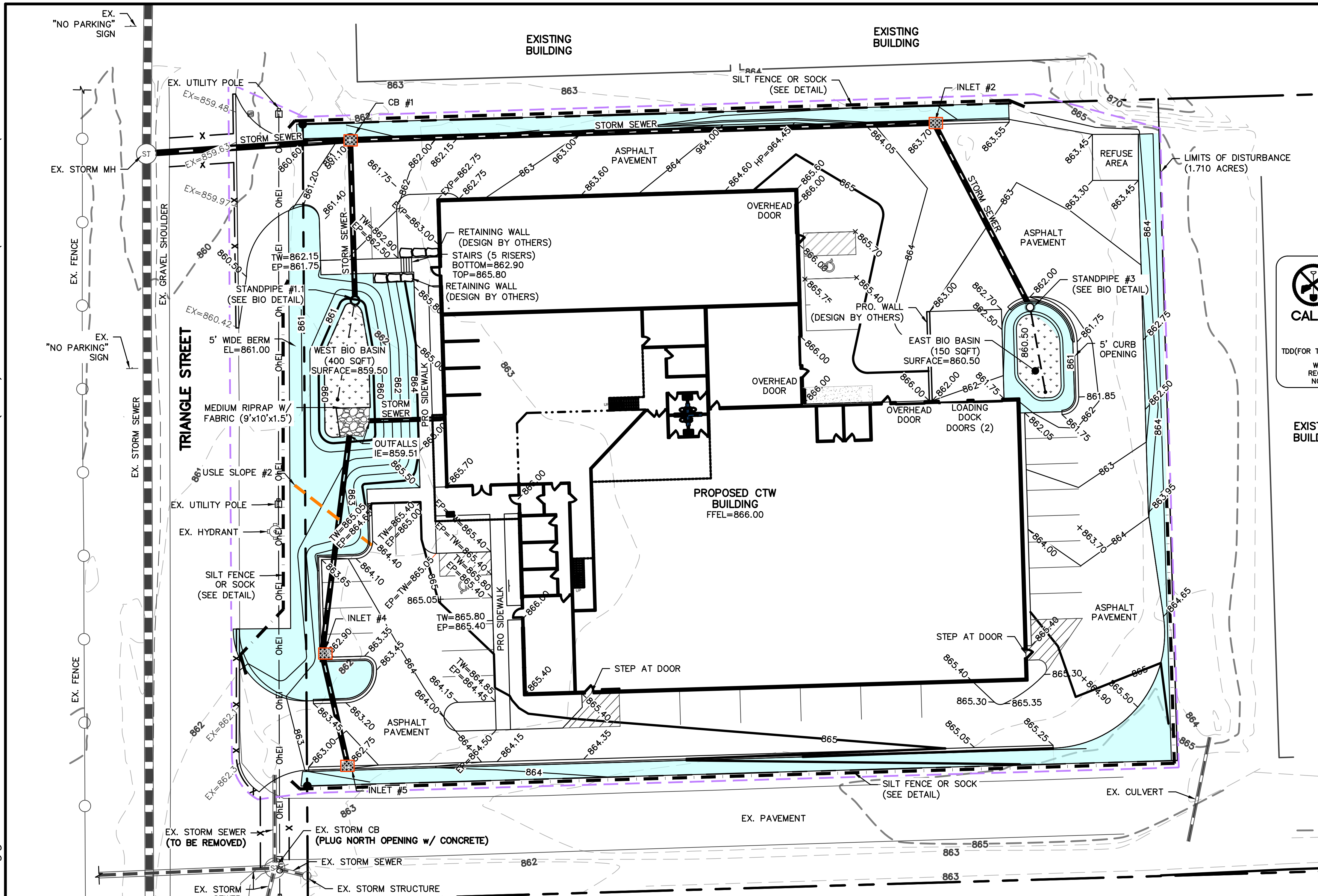
SITE PLAN

PAGE: C2

DATED: MAY 28, 2021

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants
www.quamengineering.com
4604 Siggelkow Road, Suite A – McFarland, Wisconsin 53558
Phone (608) 838-7750; Fax (608) 838-7752

QUAM ENGINEERING, LLC 4604 Siggelkow Road, Suite A – McFarland, WI 53558 (608) 838-7750 \BC-32-20\BC32BASE.DWG



0 20 40

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE

TDD(FOR THE HEARING IMPAIRED)(800)542-2289

WIS. STATUTE 182.0175 (1974) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

EROSION NOTES:

THE EXISTING DRIVEWAYS ARE TO BE MAINTAINED BY THE CONTRACTOR IN A CONDITION, WHICH WILL PREVENT THE TRACKING OF MUD OR DRY SEDIMENT ONTO THE ADJACENT PUBLIC STREETS. SEDIMENT REACHING PUBLIC STREETS SHALL BE REMOVED BY STREET CLEANING (NOT HYDRAULIC FLUSHING) BEFORE THE END OF EACH WORKDAY.

EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO GRADING OPERATIONS AND SHALL BE PROPERLY MAINTAINED FOR MAXIMUM EFFECTIVENESS UNTIL VEGETATION IS ESTABLISHED. ALL EROSION CONTROL MEASURES AND STRUCTURES SERVING THE SITE MUST BE INSPECTED AT LEAST WEEKLY OR WITHIN 24 HOURS OF A 0.5 INCH RAIN EVENT. ALL MAINTENANCE WILL FOLLOW AN INSPECTION WITHIN 24 HOURS.

CUT AND FILL SLOPES SHALL BE NO GREATER THAN 2:1.

ALL DISTURBED AREAS MUST BE TEMPORARILY STABILIZED WITHIN 14 DAYS OF LAST ACTIVITY. ALL DISTURBED AREAS SHOULD BE STABILIZED WITHIN 7 DAYS OF FINAL GRADING.

PERIMETER CONTROL SHOULD BE INSTALLED AROUND STOCKPILES, AND STOCKPILES SHOULD BE STABILIZED THAT WILL REMAIN INACTIVE FOR 7 DAYS OR LONGER.

EROSION CONTROL IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ACCEPTANCE OF THIS PROJECT. EROSION CONTROL MEASURES AS SHOWN SHALL BE THE MINIMUM PRECAUTIONS THAT WILL BE ALLOWED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECOGNIZING AND CORRECTING ALL EROSION CONTROL PROBLEMS THAT ARE A RESULT OF CONSTRUCTION ACTIVITIES. ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED IN WRITING BY THE STATE OR LOCAL INSPECTORS, OR THE DEVELOPER'S ENGINEER, SHALL BE INSTALLED WITHIN 24 HOURS.

TIME SCHEDULE:

SEPTEMBER 1 – SEPTEMBER 15, 2021	INSTALL INITIAL EROSION CONTROL DEVICE AND ROUGH GRADE SITE.
SEPTEMBER 15, 2021 – JUNE 1, 2022	CONSTRUCT PARING LOT AND BUILDING.
APRIL 1, 2022	APPLY MULCH OR EROSION MAT TO PERVIOUS, DISTURBED AREAS OUTSIDE OF THE BUILDING OR PARKING AREA THAT HAVE NOT BEEN RESTORED. (PER DNR TECH STANDARD 1058).
JUNE 1 – 30, 2022	COMPLETE FINAL LANDSCAPING, RESTORE ALL PERVIOUS DISTURBED AREAS, REMOVE ACCUMULATED SEDIMENT FROM BIO-BASINS, AND CONSTRUCT BIO-BASINS PER DETAILS.

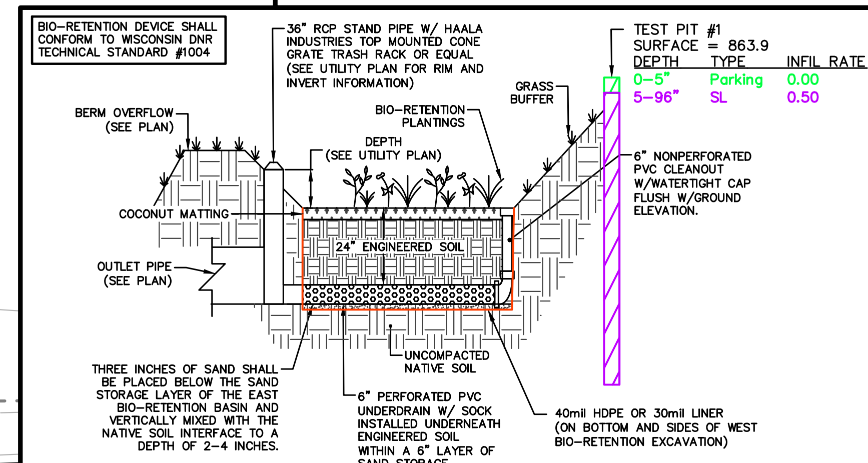
RESTORATION NOTES:

RESTORATION WILL OCCUR AS SOON AFTER THE DISTURBANCE AS PRACTICAL. SLOPES GREATER THAN 20% SHALL BE RESTORED WITHIN 30 DAYS.

ALL PERVIOUS DISTURBED AREAS SHALL RECEIVE A MINIMUM OF FOUR (4) INCHES OF TOPSOIL, SEED, AND MULCH. ALL PERVIOUS DISTURBED AREAS SHALL RECEIVE FERTILIZER EXCEPT NATIVE PLANTING AREAS. RESTORATION WILL OCCUR AS SOON AFTER THE DISTURBANCE AS PRACTICAL. BIO-RETENTION BASINS SHALL BE RESTORED PER BIO-RETENTION BASIN DETAIL. SEED MIXTURE 40 SHALL BE USED ON ALL OTHER DISTURBED AREAS. MIXTURES SHALL BE IN ACCORDANCE WITH SECTION 630 OF D.O.T. SPECIFICATIONS. AN EQUAL AMOUNT OF ANNUAL RYEGRASS SHALL BE ADDED TO THE MIX.

FERTILIZER SHALL ME THE FOLLOWING MINIMUM REQUIREMENTS: NITROGEN, NOT LESS THAN 16%; PHOSPHORIC ACID, NOT LESS THAN 8%; POTASH, NOT LESS THAN 8%. FERTILIZER SHALL BE APPLIED AT THE RATE OF FOUR (4) POUNDS PER 1,000 SQUARE FEET. SEED MIXTURES SHALL BE APPLIED AT THE RATE OF FOUR (4) POUNDS PER 1,000 SQUARE FEET. MULCH SHALL CONSIST OF HAY OR STRAW APPLIED AT THE RATE OF TWO (2) TONS PER ACRE.

SEEDING FROM OCTOBER 1 THROUGH NOVEMBER 15 SHOULD BE AVOIDED TO PREVENT FREEZING OF NEW GROWTH. ADD WINTER WHEAT SEED AT ONE POUND PER 1,000 SQUARE FEET FOR SEEDING AFTER NOVEMBER 15.



SEE PLAN VIEW FOR ELEVATIONS AND OTHER INFORMATION.

ENGINEERED SOIL SHALL CONSIST OF THE FOLLOWING:
70% SILICA SAND; 30% COMPOST W/ PH 5.5-6.5
COMPOST SHALL MEET WDNR SPECIFICATION S100.
STORAGE/INTERFACE LAYER SHALL CONSIST OF SAND AS FOLLOWS:
SAND: WASHED QUARTZ OR SILICA 0.02 – 0.04 INCHES IN DIA.

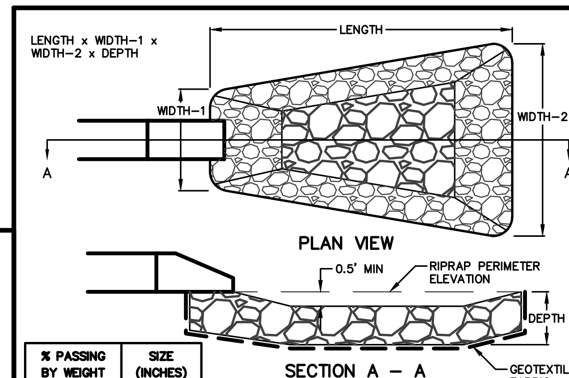
BIO-RETENTION PLANTINGS TO BE PLANTED AT ONE PLUG PER SQUARE FOOT. PLUGS TO BE PLANT STOCK NAMED IN THE WET PRAIRIE MIX FROM AGRECOL CORPORATION OR APPROVED EQUIVALENT. A MINIMUM OF 10 DIFFERENT PLANT STOCK NAMES TO BE PLANTED.

TO PREVENT COMPACTION OF ENGINEERED SOIL AND SUBSOILS, CONTRACTOR SHALL PROTECT AGAINST MACHINERY ENTERING OR COMPACTING THE BIO-RETENTION AREA.

CONTRACTOR SHALL PROVIDE COPY OF DELIVERY TICKET OR INVOICE FOR ENGINEERED SOIL & SAND STORAGE LAYER FOR AS-BUILT CERTIFICATION PURPOSES.

CONTRACTOR SHALL PROVIDE VERIFICATION FROM CERTIFIED SOIL TESTER OF EXCAVATION TO EXISTING SANDY LOAM SOIL AT EAST BIO-RETENTION BASIN FOR AS-BUILT CERTIFICATION.

BIO-RETENTION BASIN DETAIL

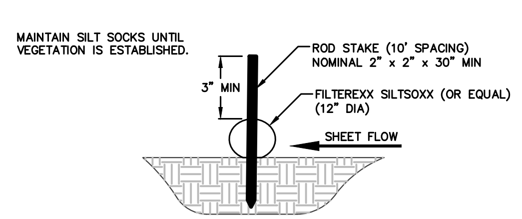


% PASSING BY WEIGHT	SIZE (INCHES)
100	20
50–85	15
20–50	10
5–20	5
0–5	2

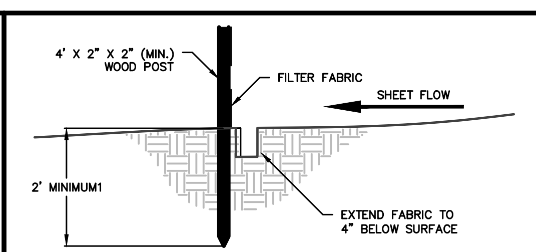
SIZES CALCULATED IN BEST D.5.2

RIPRAP SHALL BE PLACED AS DEFINED IN SECTION 606 OF WISCONSIN D.O.T. SPECIFICATIONS. STONE PIECES SHALL BE WELL GRADED, RANGING IN DIAMETER AS DESCRIBED IN THE ADJACENT CHART.

RIPRAP DETAIL



SILT SOCK DETAIL



SILT FENCE CONSTRUCTION (SHEET FLOW)

EROSION CONTROL LEGEND

- INSTALL WISDOT CLASS I TYPE B EROSION MAT
- INSTALL FLEXSTORM CATCH-IT INLET PROTECTION
- LIMITS OF DISTURBANCE
- SILT FENCE OR SOCK

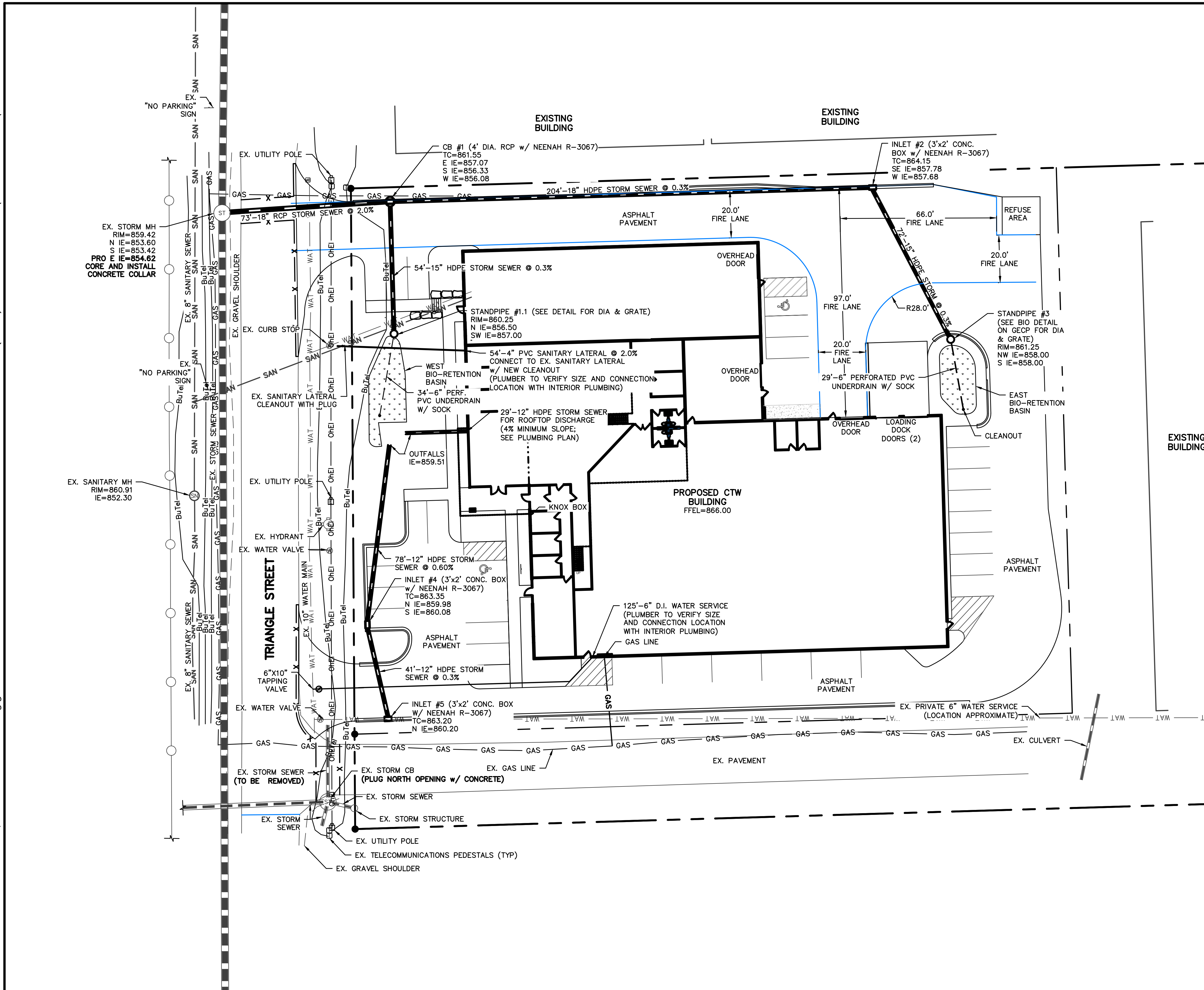
OWNER:
CTW ABBEY CARPET & FLOOR
ATTN: JOE BURKELAND
4920 TRIANGLE ST
MCFARLAND, WI 53558

ENGINEER:
QUAM ENGINEERING, LLC
ATTN: RYAN QUAM
4604 SIGGELKOW ROAD, SUITE A
MCFARLAND, WI 53558

4313 TRIANGLE STREET – VILLAGE OF McFARLAND
GRADING AND EROSION CONTROL PLAN
PAGE: C3
DATED: MAY 28, 2021

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants
www.quamengineering.com
4604 Siggelkow Road, Suite A – McFarland, Wisconsin 53558
Phone (608) 838-7750; Fax (608) 838-7752

QUAM ENGINEERING, LLC 4604 Siggelkow Road, Suite A - McFarland, WI 53558 (608) 838-7750 \BC-32-20\BC32BASE.DWG



UTILITY NOTES:

CONTACT VILLAGE PRIOR TO CONNECTING PROPOSED UTILITIES INTO EXISTING UTILITIES. ALL CONNECTIONS SHALL BE PHOTOGRAPHED AND NEW STORM PIPES SHALL NOT EXTRUDE INTO EXISTING STORM PIPES.

ALL SANITARY SEWER, STORM SEWER AND WATER MAIN CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE MOST CURRENT EDITION OF VILLAGE OF MCFARLAND STANDARD SPECIFICATIONS FOR PUBLIC WORKS IMPROVEMENTS AND WISCONSIN DSPS STANDARDS.

THE LENGTHS OF ALL UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM THE PLAN. LENGTHS SHALL BE VERIFIED IN THE FIELD DURING CONSTRUCTION.

MAINTAIN AN 8 FOOT MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN PUBLIC SANITARY SEWER, WATER MAIN AND STORM SEWER. PROVIDE 18" MINIMUM VERTICAL SEPARATION WHERE SEWER CROSSES OVER WATER MAIN AND PROVIDE 12" MINIMUM VERTICAL SEPARATION WHERE WATER MAIN CROSSES OVER SEWER.

ANY UTILITIES WHICH ARE DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.

ALL UNDERGROUND EXTERIOR NON-METALLIC SEWERS/MAINS AND WATER SERVICES/MAINS MUST BE PROVIDED WITH TRACER WIRE OR OTHER METHODS IN ORDER TO BE LOCATED IN ACCORDANCE WITH 182.0715(2r) OF STATE STATUTES.

THE CONTRACTOR SHALL VERIFY EXISTING SANITARY SEWER LATERAL INVERT PRIOR TO BUILDING CONSTRUCTION AND SHALL REPORT DISCREPANCIES PRIOR TO COMMENCING WORK TO THE ENGINEER OR BUILDING CONTRACTOR. THE CONTRACTOR SHALL CONTACT THE VILLAGE OF MCFARLAND PRIOR TO CONNECTING TO THE WATER SERVICE.

THE CONTRACTOR SHALL VERIFY THE EXISTING WATER MAIN SIZE AT THE 6" TAPPING CONNECTION.

BUILDING LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH LOCAL AND STATE PLUMBING CODES. SITE UTILITY CONTRACTOR SHALL STUB LATERAL TO 5 FEET OUTSIDE BUILDING. SEE INSTRUCTION FOR CONNECTION OF PIPING INTO BUILDING BY BUILDING PLUMBING CONTRACTOR IN ACCORDANCE WITH STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION WISCONSIN, LATEST EDITION.

GENERAL CONTRACTOR SHALL COORDINATE WITH LOCAL GAS, TELEPHONE, AND ELECTRICAL UTILITIES FOR EXACT LOCATION SIZE AND DEPTH OF NEW SERVICE.

SANITARY SEWER SHALL BE PVC ASTM D3034, SDR 35 UNLESS INDICATED OTHERWISE.

WATER SERVICE SHALL BE DUCTILE IRON UNLESS INDICATED OTHERWISE.

ALL EXISTING WATER SERVICES AND SANITARY LATERALS AND UNNECESSARY WYES TO THE SITE ARE TO BE ABANDONED WITH CAPS AT THE MAIN.

4313 TRIANGLE STREET – VILLAGE OF MCFARLAND

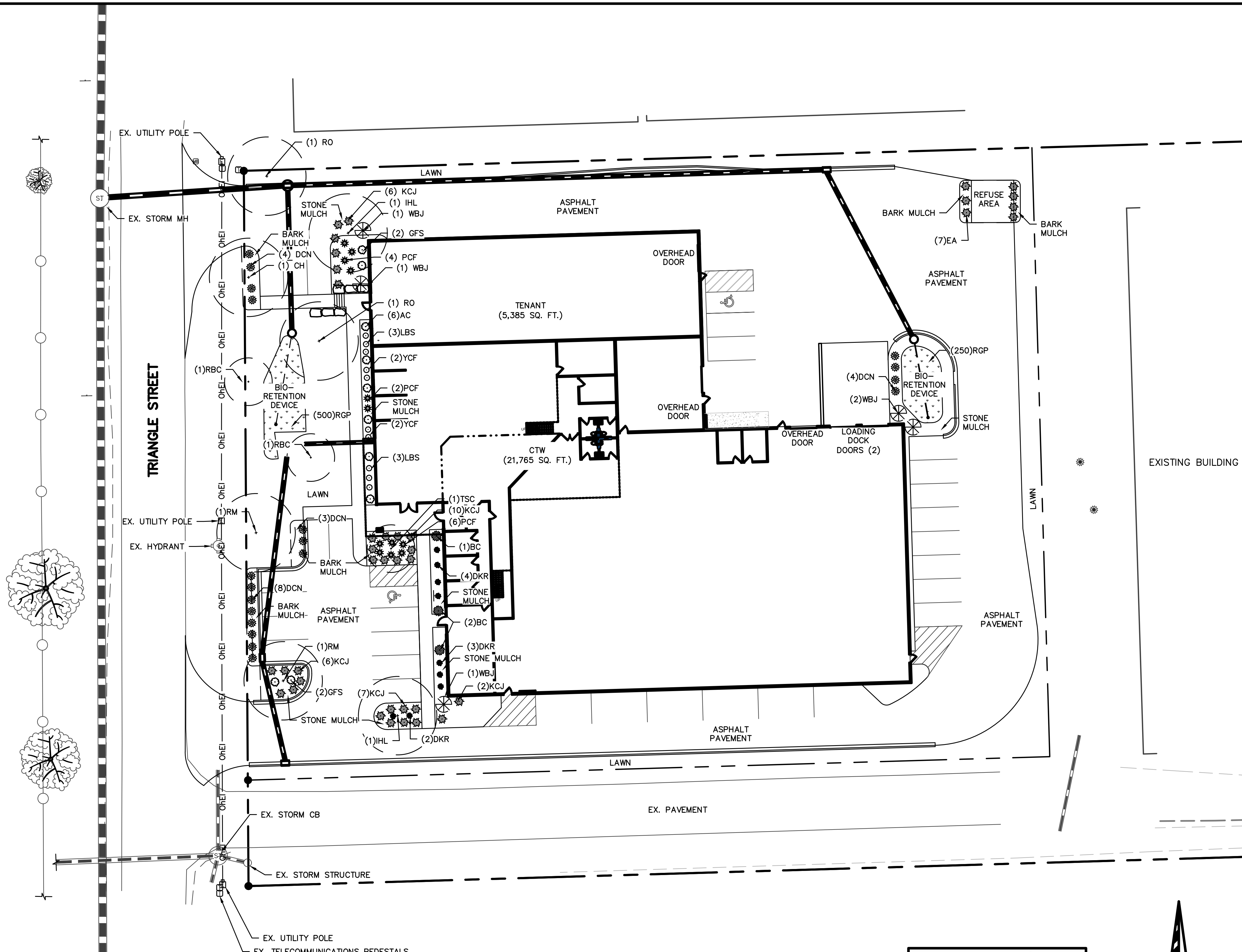
UTILITY & FIRE LANE PLAN

PAGE: C4

DATED: MAY 28, 2021

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants
www.quamengineering.com
4604 Siggelkow Road, Suite A – McFarland, Wisconsin 53558
Phone (608) 838-7750; Fax (608) 838-7752

QUAM ENGINEERING, LLC 4604 Siggelkow Road, Suite A – McFarland, WI 53558 (608) 838-7750 \BC-32-20\BC32BASE.DWG



PLANT LIST

KEY	QUAN	Planting SIZE	COMMON NAME	Botanical Name	ROOT	Mature SIZE
	(7)		Canopy Trees (40 points each)			
CH	1	2"	Hackberry	Celtis Occidentalis	BB	40'
IHL	2	2"	Imperial Honey Locust	Gleditsia t "Imperial"	BB	40'
RM	2	2"	Red Maple	Acer Rubrum	BB	40'
RO	2	2"	Red Oak	Quercus Rubrum	BB	40'
	(2)		Medium Deciduous Trees (25 points each)			
RBC	2	8'	River Birch Clump	Betula Nigra	BB	30'
	(1)		Low Ornamental Trees (15 points each)			
TSC	1	1 ½"	Tina Sargent Crab	Malus 'Sargent Tina'	BB	15'
	(12)		Low Evergreen Trees (12 points each)			
EA	7	4'	Emerald Arborvitae	Thuja Occidentalis	BB	10'
WBJ	5	4'	Wichita Blue Juniper	Juniperus scopulorum	BB	15'
	(22)		Medium Deciduous Shrubs (3 points each)			
BC	3	24"	Black Chokeberry	Aronia Melnocarpa	Pot	6'
DCN	19	24"	Dwarf Cranberrybush Viburnum	Viburnum T Compactus	Pot	6'
	(17)		Low Deciduous Shrubs (1 point each)			
AC	6	18"	Alpine Currant	Ribes Alpinum	Pot	2'
DKR	7	18"	Double Knockout Rose	Rosa 'Radtko'	Con	2'
GFS	4	18"	Gold Flame Spirea	Spirea Japonica	Pot	2'
	(31)		Low Evergreen Shrubs (3 points each)			
KCJ	31	2 G	Kallay's Compact Juniper	Juniperus 'Kallay' Compact'	Con	2'
	(22)		Perennials (non-contributing)			
LBS	6	1 G	Little Bluestem	Schizachyrium S	Con	6'
PCF	12	1 G	Purple Coneflower	Echinacea P	Con	3'
YCF	4	1G	Yellow Cone Flower	Echinacea	Con	3'
			Bio-retention Plantings (non-contributing)			
RGP	750	2 ½"	(Planted 12' on center)	plug		
			Common Blue Star			
			Bottle Gentine			
			Obedient Plant			
			Columbine			
			Switchgrass			
			Black Eyed Susan			
			Wild Iris			
			Swamp Milkweed			
			White Turtlehead			
			Cardinal Flower			
			Turk's Cap Lily			
			Little Bluestem			
			Canada Wild Rye			
			Nodding Onion			

NOTES:

1) Designated lawn areas to receive a minimum of 4" of topsoil, seed (Madison Parks mix), starter fertilizer, and mulch (straw or straw mat). Prairie turf to be installed per manufacturers specifications.
2) Lawn areas in drainage swales and slopes greater that 3:1 shall be mulched with erosion control fabric (installed per manufacturer's specifications).
3) Foundation planting beds to be mulched with 2" - 2 ½" washed stone mulch spread to a depth of 3" over weed barrier fabric.
4) Planting beds labeled as 'bark mulch' to be mulched with shredded hardwood bark mulch spread to a depth of 3".
5) Individual trees and shrub groupings in lawn areas to receive shredded hardwood bark mulch plant rings (4' diameter) spread to a depth of 3"
6) Designated planting beds to be separated from lawn areas with 5" black vinyl edging.
7) Bioretention basin to receive coconut mat mulch.
8) Bioretention basin plants (RGP) to be installed 12" on center.
9) Bioretention basin to be constructed per WDNR specifications.

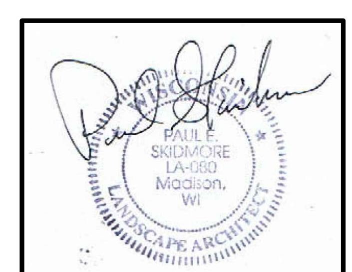
Village of McFarland

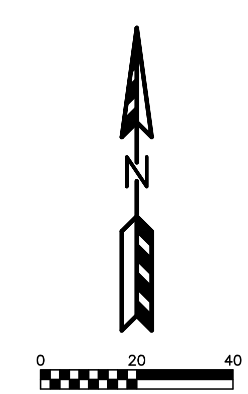
Landscape Point Calculations
Minimum Points Required for M-1C Zoning District

	Site Measurement	Point Calculation	Points Required	Points supplied
Building Foundation	746 LF	20 Per 100 lin. ft.	149	151
Gross Floor Area	27,150 SF	5 Per 1,000 sq. ft.	136	158
Street Frontage	230 LF	20 Per 100 lin. ft.	46	185
Paved Area	29,331 SF	40 Per 10,000 sq. ft.	117	171
Total Points:			**448**	**665**

Landscape Points Supplied

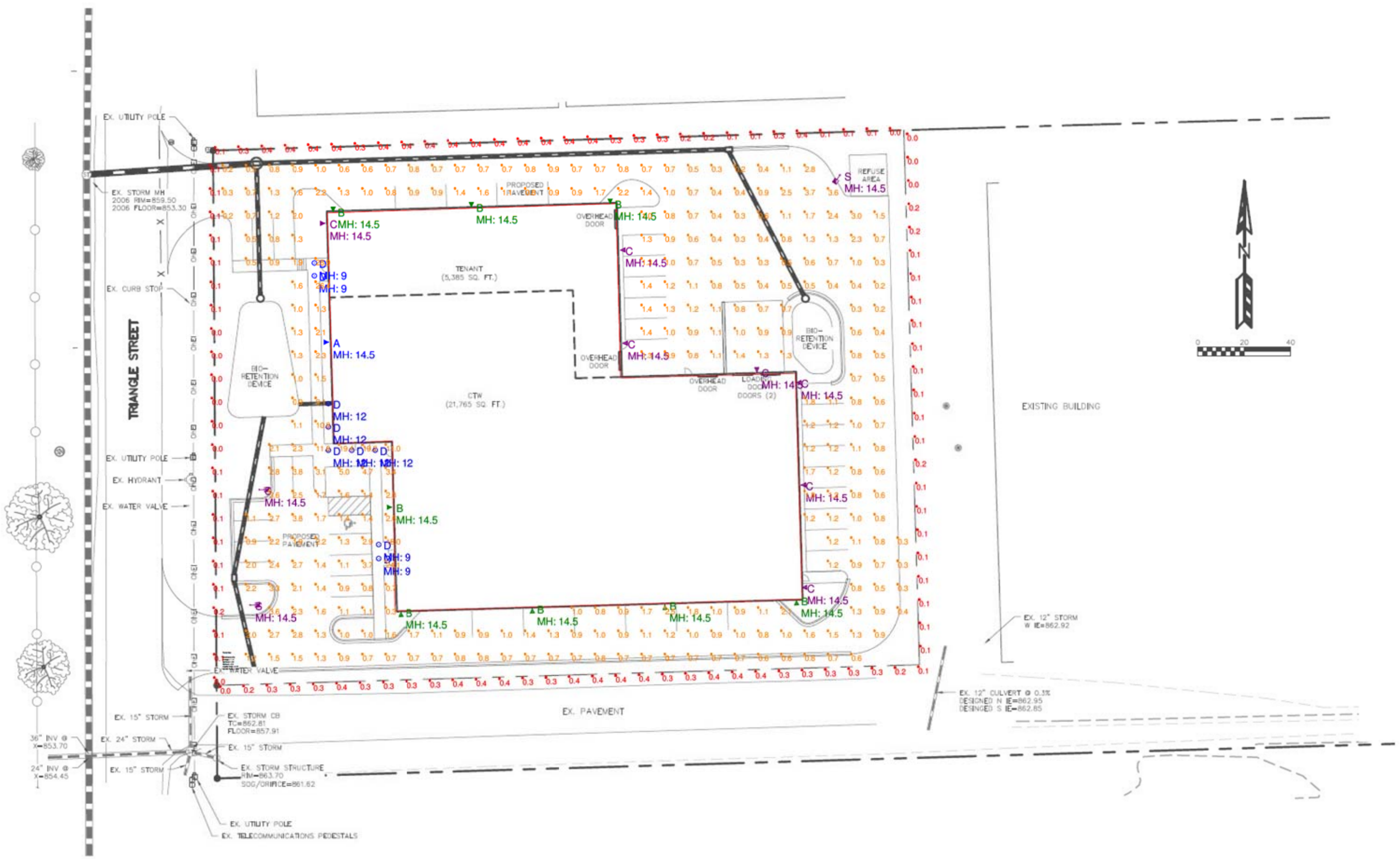
Proposed canopy trees - 7 @ 40 =	280 points
Proposed medium trees - 2 @ 25 =	50 points
Proposed low ornamental trees – 1 @ 15 =	15 points
Proposed low evergreen trees – 12 @ 12 =	144 points
Proposed medium deciduous shrubs – 22 @ 3 =	66 points
Proposed low deciduous shrubs – 17 @ 1 =	17 points
Proposed low evergreen shrubs – 31 @ 3 =	93 points
Total landscape points supplied =	**665 points**

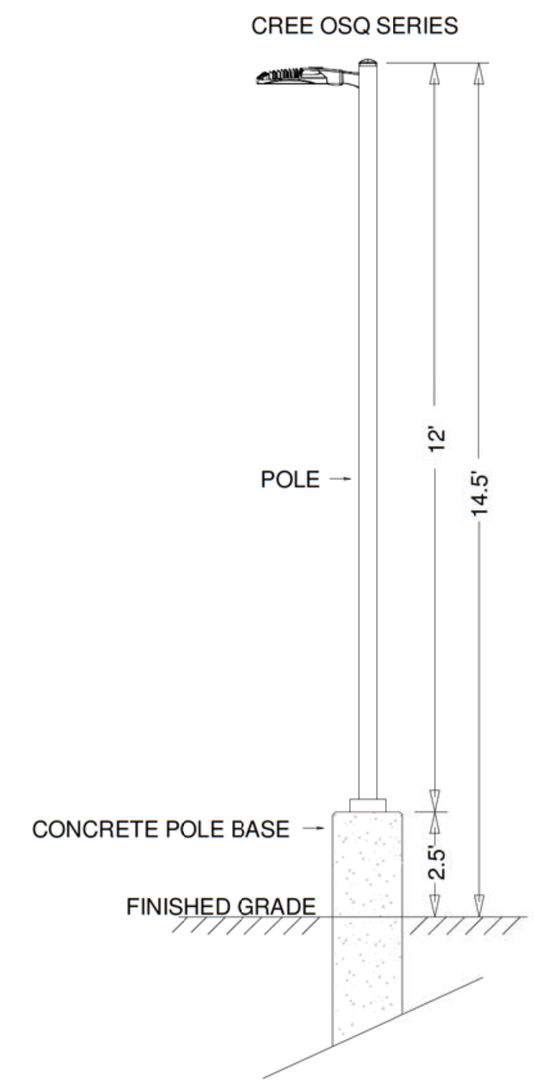




4313 TRIANGLE STREET – VILLAGE OF MCFARLAND
LANDSCAPE PLAN
PAGE: C5
DATED: MAY 28, 2021

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants
www.quamengineering.com
4604 Siggelkow Road, Suite A – McFarland, Wisconsin 53558
Phone (608) 838-7750; Fax (608) 838-7752





FIXTURE MOUNTING HEIGHT SHOWN ON PLAN AS "MH" IN FEET ABOVE GRADE

Luminaire Schedule

Symbol	Qty	Label	Arrangement	LLF	Description	Lum. Watts	Lum. Lumens
	1	A	SINGLE	0.960	XSPW-B-WM-2ME-2L-40K-UL-SV	19	2490
	8	B	SINGLE	0.960	XSPW-B-WM-3ME-2L-40K-UL-SV	19	2483
	7	C	SINGLE	0.960	XSPW-B-WM-4ME-2L-40K-UL-BSV	19	2490
	9	D	SINGLE	0.890	SS4021-25-40-80-RD-2	25.21	2607
	3	S	SINGLE	0.970	OSQM-B-6L-40K7-4M-UL-NM-SV + OSQ-ML-B-DA-SV + OSQ-BLSMF	48	5300

POLE (4) SSS-4-11-12-CW-BS-1D-C-SV + SSS-4-AB-3/4-18

MAINTAINED FOOTCANDLES SHOWN AT GRADE

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Grade	Illuminance	Fc	1.74	28.9	0.2	8.70	144.50
Property Lines	Illuminance	Fc	0.21	0.4	0.0	N.A.	N.A.
Paved Area	Illuminance	Fc	1.14	3.8	0.2	5.70	19.00

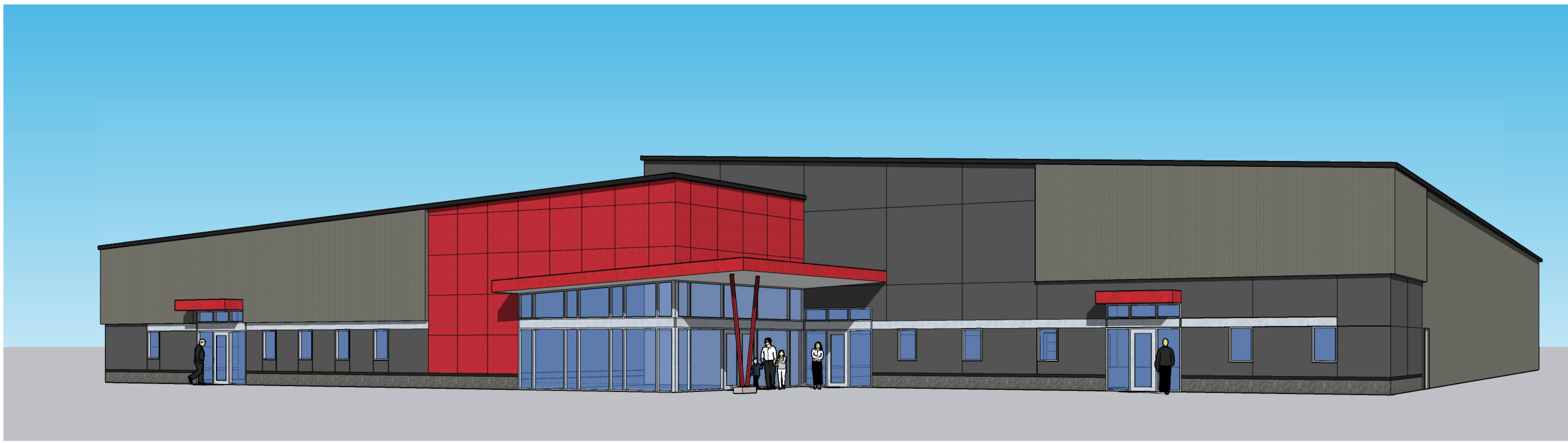
ERi ENGINEERED REPRESENTATION INC.
www.engineeredrepinc.com
262.542.6285 Wauwatosa
920.751.3922 Neenah
apps@eriwi.com

Date:4/1/2021 | Scale: 1"=30' | Layout By: Andy

Project: 4313 TRIANGLE STREET - McFARLAND, WI

Filename: 210331QQ1AKC.AGI

LIGHT LEVELS SHOWN ARE STRICTLY FOR PURPOSES OF ESTIMATING BILL OF MATERIALS AND THE RESULTS ARE BASED ON PROJECT DETAILS GIVEN TO ENGINEERED REPRESENTATION INC. / WALLOCK DAVIES & COMPANY LLC. BEFORE OCCUPANCY OF SPACE, ALL PROJECT DETAILS AND LIGHT LEVELS SHOULD BE VERIFIED TO COMPLY WITH SAFETY AND MUNICIPAL CODES.



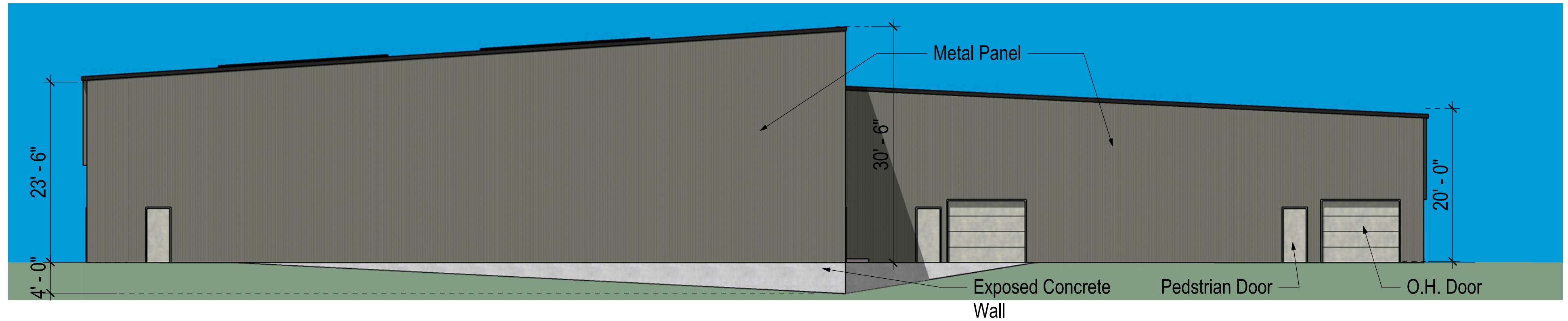
.3D View to NE 2

DIMENSION IV
Madison Design Group
architecture · interior design · planning
6515 Grand Teton Plaza, Suite 120, Madison, Wisconsin 53719
p608.829.4444 f608.829.4445 dimensionivmadison.com

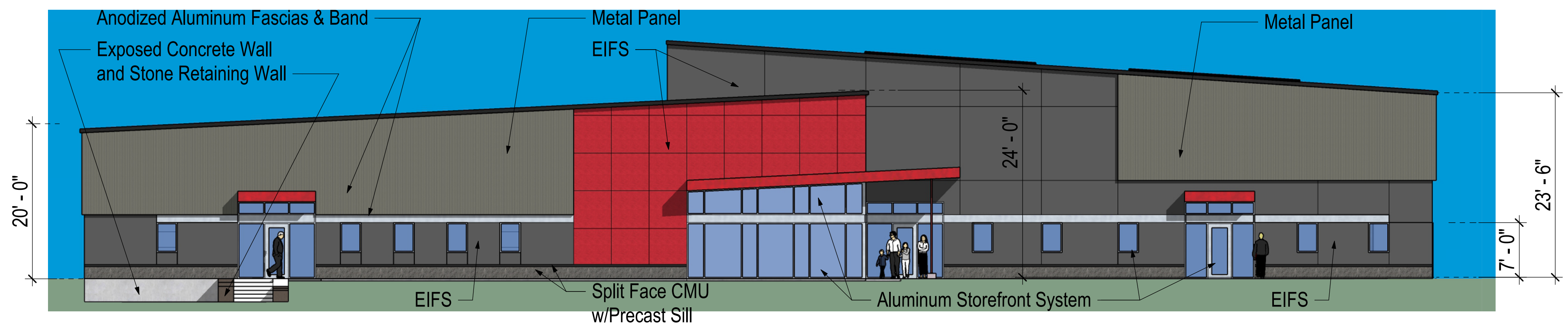
4313 Triangle St. Redevelopment

4313 Triangle St., McFarland, WI

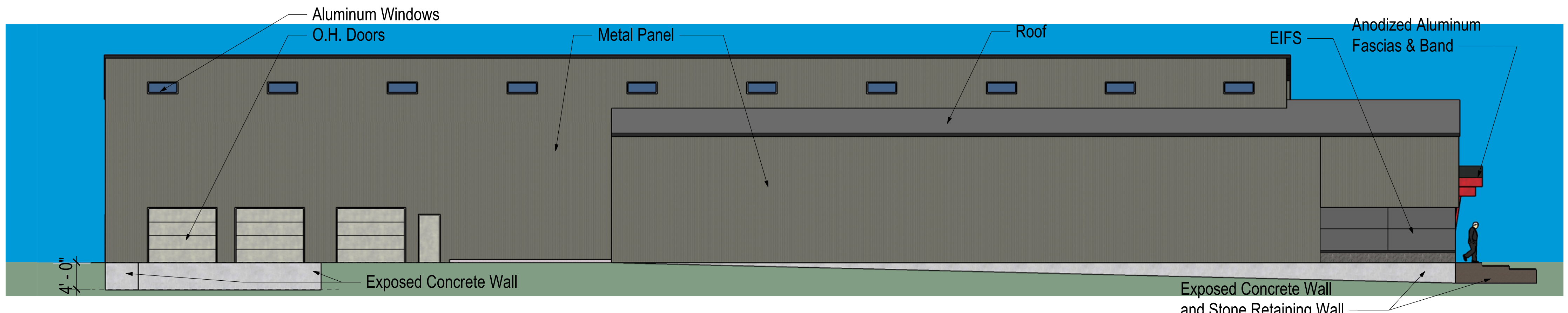
3D View 2
05/27/21
21049



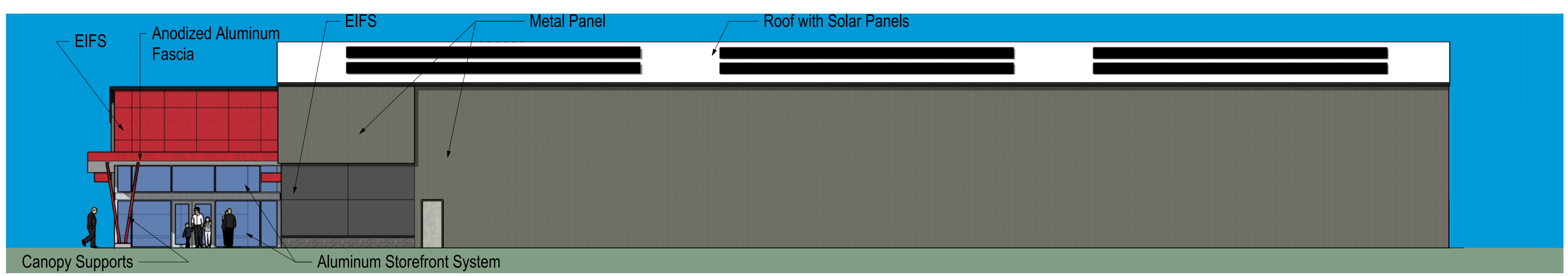
.East Elevation 2



.West Elevation 2



.North Elevation 2



.South Elevation 2

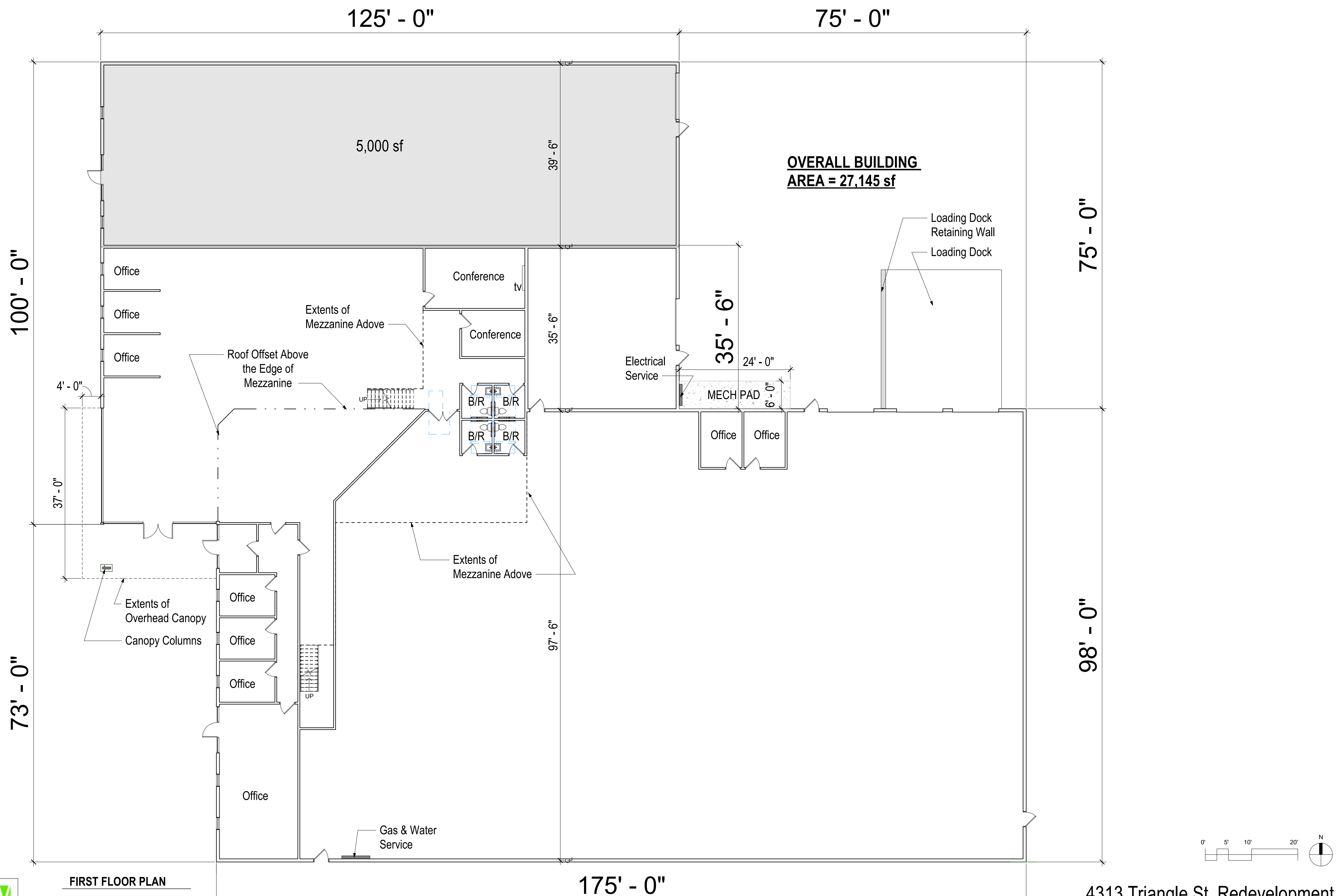
0' 5' 10' 20'

DIMENSION IV
Madison Design Group
architecture · interior design · planning
6515 Grand Teton Plaza, Suite 120, Madison, Wisconsin 53719
p608.829.4444 f608.829.4445 dimensionivmadison.com

4313 Triangle St. Redevelopment

4313 Triangle St., McFarland, WI

EXTERIOR ELEVATIONS
05/27/2021
21049



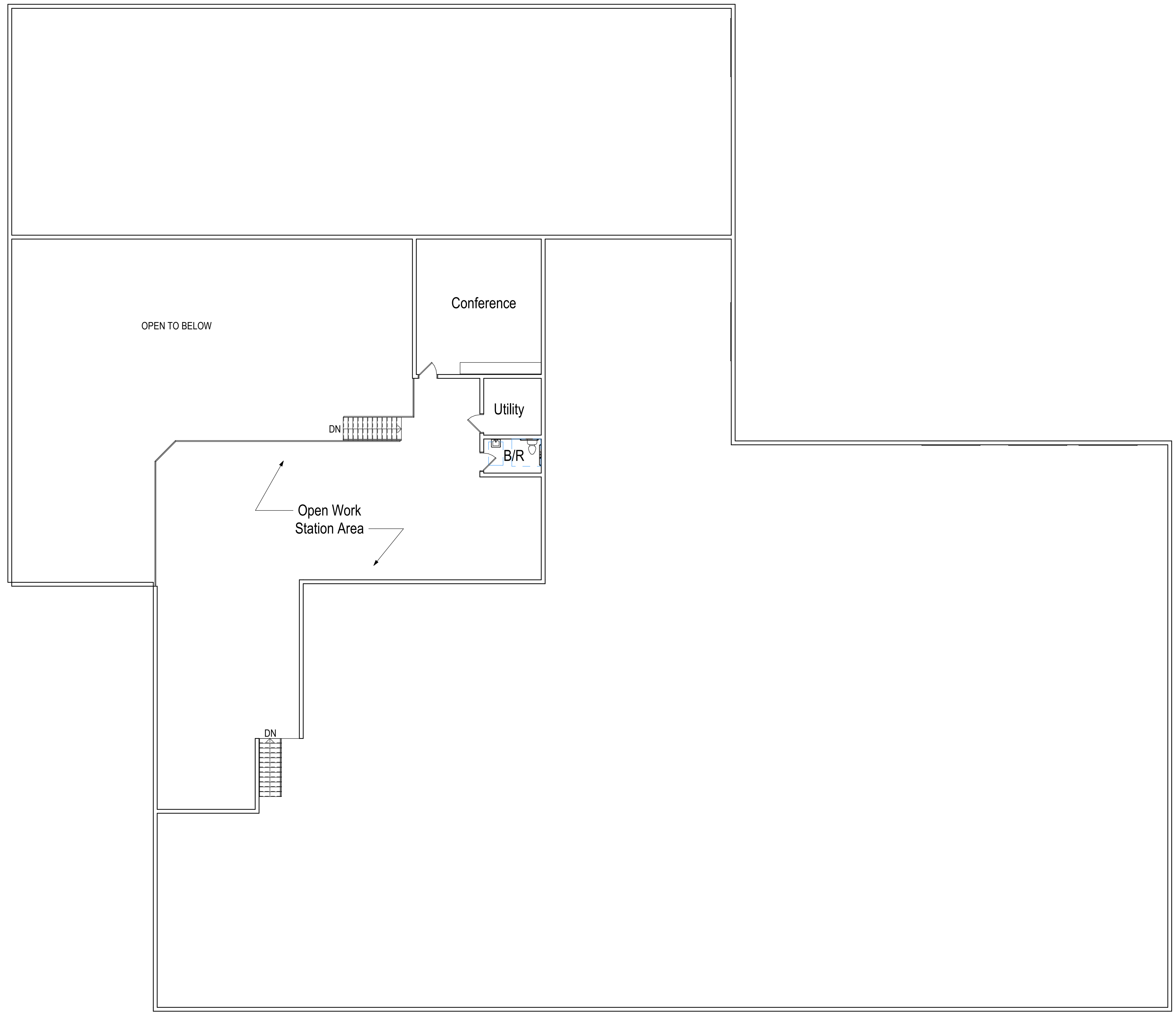
FIRST FLOOR PLAN

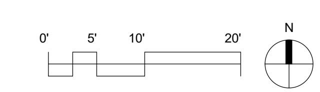
DIMENSION IV
Madison Design Group
architecture · interior design · planning
6515 Grand Teton Plaza, Suite 120, Madison, Wisconsin 53719
p608.829.4444 f608.829.4445 dimensionivmadison.com

4313 Triangle St. Redevelopment

4313 Triangle St., McFarland, WI

FIRST FLOOR PLAN
05/27/2021
21049





1 **MEZZANINE FLOOR PLAN**

1" = 10'-0"

DIMENSION IV
Madison Design Group
architecture · interior design · planning
6515 Grand Teton Plaza, Suite 120, Madison, Wisconsin 53719
p608.829.4444 f608.829.4445 dimensionivmadison.com

4313 Triangle St. Redevelopment

4313 Triangle St., McFarland, WI

MEZZANINE FLOOR PLAN
05/27/2021
21049

UNLIMITED GUARANTY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by the undersigned, and to enable 4313 LLC., a Wisconsin limited liability company ("Obligor") to obtain tax incremental financing assistance from the Village of McFarland, a Wisconsin municipal corporation (the "Village") as set forth in the Real Estate Acquisition and Development Agreement by and between the Village of McFarland ("Village") and Obligor, dated September ____, 2021 (the "Agreement"), the undersigned, individually hereby unconditionally and irrevocably guarantees the full and prompt performance and payment to the Village of any and all indebtedness, liabilities, payments and obligations of every nature and kind of Obligor to the Village set forth in the Agreement which may hereafter be owing or due under said Agreement, and the undersigned also agrees to pay in addition thereto, all costs, expenses and reasonable attorneys' fees at any time paid or incurred by the Village in endeavoring to collect said indebtedness, liabilities and obligations, and in and about enforcing this instrument (collectively, the "Obligations").

The undersigned warrants to the Village that he is presently able to pay his personal debts as they become due and that the making of this Guaranty or the payment of any debt encompassed by this Guaranty shall not cause the undersigned to become insolvent or impair any ability to pay any debt which he has incurred, intends to incur or reasonably believes he will incur as it becomes due. The undersigned agrees that his liability under this Guaranty shall not be extinguished unless and until both (a) all of the Obligations hereby guaranteed have been paid in full by actual payment, and (b) the preference period applicable to the payment of such Obligations has expired without any bankruptcy or fraudulent transfer proceeding being brought by or against the undersigned or Obligor. If the Village is required to refund any payments as a result of any insolvency, bankruptcy or fraudulent transfer proceeding, the undersigned's obligations evidenced by this Guaranty shall continue in effect and the undersigned shall be obligated to repay the Village for any such payment so voided or nullified.

The undersigned agrees that his liability hereunder shall in no way be affected or impaired, nor shall it be discharged, in whole or in part, by any of the following occurrences: (1) the death, incompetency, insolvency, bankruptcy, litigation, dissolution or withdrawal of Obligor or of any guarantor; or (2) renewal, refinancing or extension of the time of the payment of any Obligation; or (3) acceptance by the Village of part payment of any Obligation; (4) release by the Village of any guarantors and/or the acceptance of additional guarantors; (5) unenforceability of any document or instrument executed by the Village or the Obligor. The liability of the Guarantor hereunder shall be a continuing liability and shall not be affected by (nor shall anything herein contained be deemed to be a limitation upon) the amount of credit which may be extended to Obligor, the number of transactions with Obligor, repayments by Obligor to the Village, or the allocation by the Village of repayments by Obligor, it being the understanding of the Guarantor that his liability shall continue hereunder so long as there are any unsatisfied obligations from Obligor to the Village pursuant to the Agreement or any amendment thereto. The discharge of Obligor's obligations to repay the aforesaid loan, which discharge is a result of any bankruptcy proceeding filed by or against Obligor, shall not diminish, release or impair the obligations of the undersigned under this Unlimited Guaranty Agreement.

This Guaranty is a guaranty of payment and performance and not of collectability. It is expressly agreed by the undersigned that it shall not be necessary for the Village to proceed first against the Obligor before proceeding to enforce this guaranty or as a condition to payment or performance by Guarantor hereon.

The undersigned agrees that all Obligations, liability or liabilities now or at any time or time hereafter

EXHIBIT C

owing by Obligor, other than obligations incurred in the ordinary course of Obligor's business, to the undersigned are hereby subordinated to the obligations guaranteed hereunder, and any payment of indebtedness of the Obligor to the undersigned, if the Village so requests, at any time a default under the Agreement shall exist and be continuing under the terms of the aforesaid Agreement, shall be received by the undersigned as trustee for the Village on account of the Obligations guaranteed hereunder. In the event a right of action and claim has arisen under this Unlimited Guaranty Agreement, in case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the undersigned or the property of the undersigned, the Village shall be entitled and empowered, by intervention in such proceedings or otherwise: (a) to file and prove a claim for the whole amount of the Obligations guaranteed and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Village (including any claim for the reasonable compensation, expenses, disbursements and advances of the Village and the Village's agents and counsel) allowed in such judicial proceeding; and (b) to collect and receive any monies or other property payable or deliverable on any such claims.

The undersigned waives demand, notice of dishonor, presentment for payment, diligence in collection, acceptance of this guaranty and notice of any adverse change in the financial condition of Obligor or of any other fact that might materially increase the risk of the guarantor hereon. This guaranty shall be binding upon the undersigned and upon his heirs, legal representatives, successors and assigns, and shall inure to the benefit of the Village, its successors and assigns. The validity and construction of this guaranty shall be governed by the laws of the State of Wisconsin. If any provision of this Guaranty shall be declared invalid, unenforceable, or illegal, that part will not affect the validity, enforceability or legality of any other provision contained herein. This Unlimited Guaranty Agreement is executed at the same time as the aforesaid Agreement.

This Guaranty constitutes a separate and independent contract with and obligation to the Village, and the undersigned recognizes and intends that this Guaranty be a separate source of repayment of the Obligations hereby guaranteed. Therefore, to induce the Village to enter into the Agreement and with the knowledge and intention that the Village rely upon these presents in so doing, the undersigned agrees that recourse may be obtained against the undersigned for the repayment of all or any outstanding portion of said Obligations prior to, concurrently with or after any action, proceeding, settlement or other means by which the Village may from time to time elect to recover said Obligations; that in no event shall the Village be deemed to have elected any remedy which precludes or impairs its ability to proceed against the undersigned hereunder; and that this Guaranty may be enforced prior to, concurrently, with or after any action against Obligor.

Guarantor acknowledges that he is an owner of the Obligor, and as a result thereof, Guarantor will benefit from the rights granted to Obligor under the Agreement, and full and adequate consideration has been received by Guarantor in exchange for this Unlimited Guaranty Agreement.

If the undersigned is a Wisconsin married residents, he represents that this obligation is incurred in the interest of his marriage or family.

Executed and delivered at McFarland, Wisconsin, this ____ day of September, 2021.

GUARANTOR:

____
Joseph R. Burkeland, Jr.

EXHIBIT D
MORTGAGE

State Bar of Wisconsin Form 21-2003

MORTGAGE

Document Number

Document Name

4313 LLC, a Wisconsin limited liability company

("Mortgagor," whether one or more) mortgages to the Village of McFarland, a Wisconsin municipal corporation,

its successors or assigns ("Mortgagee," whether one or more), to secure payment of all sums that may become due pursuant to a Real Estate Acquisition and Development agreement dated Sept. ___, 2021 executed by Mortgagor and delivered to to Mortgagee ("Obligations"), 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, 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 Dane County, State of Wisconsin ("Property"):

See Addendum A for Legal Description

Recording Area

Name and Return Address
Mr. Andrew Bremer
Community & Economic Development Director
Village of McFarland
5915 Milwaukee Street
PO Box 110
McFarland, WI 53558

154/0710-273-9941-1

Parcel Identification Number (PIN)

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

This is 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:

Taxes and special assessments for the year 2021, the Mortgage held by ____________ in the amount not to exceed $2,970,000.00 and any extensions, modifications or replacements, and all other matters set forth in any title insurance commitment or policy delivered to Lender prior to the date hereof and approved by Lender.

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 except in the ordinary course of business.

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 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

EXHIBIT D

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided 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:

X 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 4313 LLC, 4920 Triangle Street, McFarland, WI 53558;
(6) the state of organization and the organizational identification number of the debtor (if applicable) are Wisconsin; and
(7) the address of the secured party is 5915 Milwaukee Street, PO Box 110, McFarland, WI 53558.

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 ______________________________ .

4313 LLC

______________________________(SEAL) ______________________________(SEAL)
* Joseph R. Burkeland, Manager *

______________________________(SEAL) ______________________________(SEAL)
* ______________________________ * ______________________________

AUTHENTICATION

Signature(s) ______________________________

____

authenticated on ______________________________.

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

THIS INSTRUMENT DRAFTED BY:
Allen D. Reuter, Attorney at Law
Madison, Wisconsin

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
______________________ COUNTY)

Personally came before me on ______________________,
the above-named Joseph R. Burkeland, Jr., as manager of 4313 LLC
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

____
* ______________________________
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: ______________)

(Signatures may be authenticated or acknowledged. Both are not necessary.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

* Type name below signatures.

ADDENDUM A
LEGAL DESCRIPTION OF MORGAGED PROPERTY

Lot One (1), Certified Survey Map No. 12030 recorded in the Office of the Register of Deeds for Dane County, Wisconsin on December 21, 2006, in Volume 74 of Certified Survey Maps, Page 98, as Document No. 4264874, located in the Village of McFarland, Dane County, Wisconsin.

Excepting therefrom: The Southerly Forty (40) feet of Lot One (1), Certified Survey Map No. 12030 recorded in the Office of the Register of Deeds for Dane County, Wisconsin on December 21, 2006, in Volume 74 of Certified Survey Maps, Page 98, as Document No. 4264874, located in the Village of McFarland, Dane County, Wisconsin.

VILLAGE OF

McFarland

SUMMARY SHEET

MEETING DATE: **Wednesday, September 1, 2021**

SECTION: **Business**

DEPARTMENT: **Community Development**

CONTACT:

AGENDA ITEM: **Discussion and possible action to make a recommendation to the Village Board on the acquisition of 4908 Terminal Drive.**

PREVIOUS ACTION:

ISSUE SUMMARY:

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:
None

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Wednesday, September 1, 2021**

SECTION: **Business**

DEPARTMENT: **Community Development**

CONTACT:

AGENDA ITEM: **Presentation of Director's Report.**

PREVIOUS ACTION:

ISSUE SUMMARY:

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:
1. 08.26.21 CD Highlights

Community & Economic Development
www.mcfarland.wi.us/communityandeconomicdevelopment | 5915 Milwaukee St, McFarland, WI 53558 | 608.838.3154

Memorandum

To: McFarland CDA

From: Andrew Bremer, AICP
Community & Economic Development Director

Date: August 26, 2021

Re: July 2021, Community & Economic Development Department Highlights

The following is a summary of new construction activity for the month and YTD, including permit numbers and associated revenues.

YTD New Construction Building Permits

Building Permits (new construction)	2020 Actual	6-Year Average	4-Year Average	2-Year Average	2021 Actual YTD
SF (Total Units)	50	52	62	58	12
Duplex (Total Units)	2	10	14	8	0
MF (Total Units)	100	34	42	64	55
Total Res. Units	**152**	**96**	**117**	**130**	**67**
Commercial	2	3	3	2	0

50 total building permits issued in the month; no new construction permits. The year started with 17 vacant SF lots in the active east-side subdivisions (excluding Rosewood Fields), there are 7 remaining.

YTD Department Revenues

Account		2020 Actual	6-Year Average	4-Year Average	2-Year Average	2021 Budget	2021 Actual YTD	YTD % of Budget
44300-101	Building Permit	$ 107,880	$ 86,912	$ 108,271	$ 107,597	$ 100,000	$ 45,454	45%
44300-102	HVAC Permit	$ 35,771	$ 31,876	$ 39,038	$ 33,402	$ 42,500	$ 12,375	29%
44300-103	Plumbing Permit	$ 34,745	$ 33,641	$ 40,767	$ 36,058	$ 42,500	$ 14,562	34%
44300-104	Electrical Permit	$ 50,335	$ 42,755	$ 52,062	$ 48,718	$ 48,000	$ 19,078	40%
44300-105	Sprinkler Fee	$ 6,210	$ 3,197	$ 4,776	$ 4,466	$ 7,750	$ 6,675	86%
44300-106	Fire Alarm Inspection Fee	$ 2,465	$ 2,485	$ 3,728	$ 3,490	$ 5,000	$ 1,875	38%
44300-108	CD Occupancy Inspection Fee	$ 9,535	$ 8,148	$ 9,496	$ 8,993	$ 9,000	$ 3,770	42%
44900-000	Misc. CD Permit Fees	$ 136,217	$ 125,238	$ 156,972	$ 120,464	$ 75,000	$ 25,584	34%
46800-000	Community Development Fees	$ 22,556	$ 11,887	$ 12,530	$ 16,166	$ 12,500	$ 7,077	57%
47210-000	City - Building Inspection	$ -	$ 18,696	$ 10,159	$ -	$ -	$ -	0%
	Total Revenue	**$ 405,713**	**$ 364,834**	**$ 437,798**	**$ 379,353**	**$ 342,250**	**$ 136,450**	**39.9%**
* As of 7/31, 58% through calendar year								

Total C&ED deposits for the month were $64,338.34, the majority consisting of the Rosewood Fields Park Impact Fees for Phase 1, $51,015.78.

Summary of Department Activities:

- Updates to the 2021-2022 McFarland Strategic Implementation Plan.
- Completion of the McFarland Sustainability Plan.
- Continued work on McFarland Park and Community Park Master Plans.
- Preliminary planning for TID #3 public works (road & utility) projects for 2022.
- Economic development planning for various properties in TID #3.
- Village Board action on prior month C&ED related applications/projects:
    - Approval of a Tax Increment Financing Development Incentives Application for CTW Flooring for 4313 Triangle Street.
    - Approval of Ordinance 2021-07, Waubesa Village Phase 4. While the rezone was approved by the Village Board, the associated Tax Increment Financing Development Incentives Application was not approved.
    - Acceptance of the McFarland Sustainability Plan.
- Status update of larger development projects previously approved:
    - 4608 Siggelkow Road (Waubesa Village Phase 3). Building completed, temporary occupancy permit approved.
    - Condos at Prairie Place Condominium (CF Investments). Construction completed, working on final landscaping.
    - 4900 Larson Beach Road (Taylor Pointe Apt). Exterior framing/roofing completed, working on exterior siding and interior finishes.
    - Northpointe Development (Holscher & Brodhead). Received WHEDA project funding, anticipated to start construction in October.
    - Rosewood Fields (Veridian). Final plat approved for signature and recording, Phase 1 Engineering Plans approved, Development Agreement recorded. Construction has begun on the extension of the sanitary sewer main and plat grading.
- Public Meetings, Webinars & Conferences attended by Department Director:
    - July 7th, CDA meeting
    - July 8th, Sustainability Committee meeting
    - July 12th, Village Board meeting
    - July 13th, Webinar: Smart Growth at 25, Session 1
    - July 19th, Plan Commission meeting
    - July 20th, Chamber Board meeting
    - July 22nd, Webinar: Smart Growth at 25, Session 2
    - July 26th, Village Board meeting
    - July 27th, Webinar: Smart Growth at 25, Session 3

Look ahead to potential October 6th CDA Items (Anticipated joint meeting with Village Board:

- Discussion on CDA roles and responsibilities
- Discussion on potential revisions to the TIF Development Incentives Policy Manual
- Discussion on future TID #6 overlay district

Look ahead to potential October 18th, PC Agenda Items:

- Discussion regarding RFP for East Side Neighborhood Plan Update
- Public hearing for rezone of 5979 Siggelkow Road (former Waubesa School)