VILLAGE OF MCFARLAND *NOTICE OF PUBLIC MEETING*

Community Development Authority

Wednesday, December 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/81378785568

Or by Telephone: +1 (312) 626-6799
Webinar ID: 813 7878 5568

1. CALL TO ORDER

2. PUBLIC APPEARANCES.

   a. This is an opportunity for members of the public to address the Community Development Authority. Please remember this is a virtual meeting conducted through the Zoom online meeting platform. Zoom meeting attendees wishing to address the board may do so using the Question and Answer feature within the Zoom online meeting platform. You may state your name, address, and provide your comments to the board for their consideration. Members of the public who are present in person and wish to address the board should fill out a public comment form and turn into the meeting chairperson. Members of the public may speak during public appearances or during their selected agenda item as they designate on the public comment form. Please adhere to the 3-minute time limit. Additionally, you may send your public comments to cassandra.suettinger@mcfarland.wi.us to be included as part of the meeting.

3. APPROVAL OF MINUTES.

   a. Review and possible approval of the November 3, 2021 Community Development Authority meeting draft 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 of property and the investment of public funds regarding:

      1) A Real Estate Acquisition and Development Agreement with Waubesa Village LLC for 4902 & 4908 Terminal Drive, Waubesa Village Phases 1-4.

   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 2021-25: A Resolution Authorizing the Village President and Clerk-Treasurer to Execute a Real Estate Acquisition and Development Agreement with Waubesa Village, LLC, for Waubesa Village Phases 1-4, including 4902 & 4908 Terminal Drive and 4604, 4606, and 4608 Siggelkow Road, located within Tax Increment District #3.

   b. Presentation of Director's Report

6. SCHEDULE NEXT MEETING DATE.
   a. Wednesday, January 5th, at 7:00 PM.

7. ADJOURNMENT.

This meeting notice constitutes an official meeting of the above referenced group and was posted in accordance with all applicable laws related to Open Meetings Law. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information or to request this service, contact the McFarland Municipal Center at (608) 838-3153 or cassandra.suettinger@mcfarland.wi.us

Community Development Authority

Working draft MINUTES

November 3, 2021

Members Present: Justin Rupert, Austen Conrad, Toni Stolarik, Stephanie Brassington, Ken Brost, Jerry Dietzel (arriving at 7:03 p.m.)

Members Absent: Dan Kolk

Staff Present: Andrew Bremer, Karen Knoll, Kong Thao

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 Community Development Authority draft minutes from the September 1, 2021 meeting.
Brost moved to approve the September 1, 2021 Community Development Authority minutes. Rupert seconded the motion. Motion carried 5-0.

b. Review and possible approval of the joint Community Development Authority - Village Board draft minutes from the October 6, 2021 meeting.
Brost moved to approve the October 6, 2021 joint Community Development Authority – Village Board minutes. Rupert seconded the motion. Motion carried 5-0.

4. BUSINESS

a. Discussion regarding the proposed 2022 Budgets for the Tax Increment Districts.

Bremer indicated the Village Board is in the process of preparing the 2022 municipal budget which includes TIDS #3, #4 and #5. Bremer reviewed materials with members as included in packets pertaining to the TIDS including revenue summaries, borrowing and debt in the TID's.

b. Discussion and possible action to make a recommendation to the Village Board regarding a Request for Proposals for an East Side Neighborhood Economic Development & Land Use Plan.

Bremer indicated the current East Side Neighborhood Plan, as included in packets, was adopted in 2008; it is a sub-plan of the Comprehensive Plan. The current plan was completed just before the recession. Bremer reviewed the boundaries and developments since that time, along with reviewing the annexations, developments and potential opportunities for this area in the future.

Bremer advised the Plan Commission reviewed the RFP at their October meeting, and they recommended approval to the Village Board subject to review and any considerations or amendments by the CDA. The RFP shows potential joint CDA and Plan Commission meetings throughout the process. Bremer reviewed the RFP as included in packets, with members, as well as the processes, phases and timelines for the RFP. It could likely be a twelve-month process.

Bremer informed members the evaluation will consist of the Village Administrator, Bremer, and the chair and vice chair from the Plan Commission as well as the chair of the CDA to evaluate all of the RFP's received, conduct interviews, and then make a recommendation to the Plan Commission.

Brassington moved to make a recommendation to the Village Board regarding a Request for Proposals for an East Side Neighborhood Economic Development & Land Use Plan. Brost seconded the motion carried 6-0.

c. Discussion regarding possible amendments to the Village's Tax Increment Financing Development Incentives Policy Manual and Application.

Bremer summarized this was discussed at the October Joint meeting with the Village Board, the purpose of tonight's meeting is to discuss what areas of the TIF policy manual and application the CDA would like to review and potentially amend. Bremer would then work on drafting some of those amendments and bring back a draft for review at a future meeting. If there were changes, those would be recommend to the Village Board.

Bremer advised the current manual and application were established in 2017 and amended in 2019. Bremer reviewed the policy manual and application as included in packets with CDA members. Bremer went over items from prior meetings, which were brought up for discussion for a possible change or update, along with options of possible changes to the manual and application, which he has considered. Members discussed options and their thoughts on the process. Members concurred they wanted to keep the option of selling Village owned property at less than market rate. Members also discussed market rate housing, types and the options for creating market rate housing, a tier type program and incentives which could be offered to developers along with how it would tie in with the Villages sustainability plan. Members concurred they would like to see more options for more sustainability incentives rather than requirements for those features. Brassington would like to see clarification between phases of a project and the project as a whole, does a project stand on its own, some clarity on how multi-phased projects are viewed.

d. Presentation of Directors Report
Bremer reviewed his Directors report with members as provided in packets.

6. SCHEDULE NEXT MEETING DATE.

a. Wednesday, December 1, 2021 at 7:00pm.

7. ADJOURNMENT.

Brost moved to adjourn. Rupert seconded the motion. Motion carried unanimously. Meeting adjourned at 8:38 p.m.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Wednesday, December 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 2021-25: A Resolution Authorizing the Village President and Clerk-Treasurer to Execute a Real Estate Acquisition and Development Agreement with Waubesa Village, LLC, for Waubesa Village Phases 1-4, including 4902 & 4908 Terminal Drive and 4604, 4606, and 4608 Siggelkow Road, located within Tax Increment District #3.**

PREVIOUS ACTION:
2006, Village acquisition of 4902 Terminal Drive
June 22, 2015 Village Board approval of Planned Development District General Plan Phase I-III and Detailed Plan Phase I.
2015 TIF Development Agreement for Waubesa Village Phase 1.
July 17, 2017 Plan Commission approval of Planned Development District Detailed Plan Phase II.
2017 TIF Development Agreement for Waubesa Village Phase 2.
July 20, 2020 Plan Commission approval of Planned Development District Detailed Plan Phase III.
2020 Amendment to TIF Development Agreement for Waubesa Village Phase 2.
April 7, 2021 Pre-Application meeting with CDA.
April 19, 2021 Pre-Application meeting with Plan Commission.
June 2, 2021, CDA review of TIF Development Incentives Application (action postponed)
June 21, 2021, Plan Commission held public hearings on proposed PUD rezone, Ordinance 2021-07, and Certified Survey Map to combine 4902 & 4908 Terminal Drive with existing Waubesa Village lot.
July 7, 2021, CDA unanimously recommended a TIF Development Incentives Application to the Village Board
July 19, 2021, Plan Commission motion to recommend Ordinance 2021-07 failed on a vote of 3-3.
July 19, 2021, Plan Commission postpones action on Certified SurveyMap request.
July 26, 2021, Village Board approval of Ordinance 2021-07.
July 26, 2021, Village Board motion to approve the CDA recommended TIF Development Incentive Application failed on a vote of 3-3.
October 6, 2021, CDA unanimously recommended a revised TIF Development Incentives Application.
October 6, 2021, Village Board approval of the revised TIF Development Incentives

Application.

ISSUE SUMMARY:

At its October 6, 2021 joint meeting with the Village Board, the CDA unanimously recommended a Tax Increment Financing Development Incentive Application from Waubesa Village LLC for 4902 & 4908 Terminal Drive, Waubesa Village Phase 4. The CDA's recommendation included a total tax increment incentive valued at $323,755, consisting of a $226,500 Tax Increment Loan 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). At the same October 6, 2021 joint meeting, the Village Board approved the CDA's recommendation conditioned on review and approval of a Real Estate Acquisition and Development Agreement by the Village Board. The packet includes the Real Estate Acquisition and Development Agreement prepared by the Village Attorney. Note, this Agreement consolidates the prior development agreements for Phase 1 (approved 10.23.2015, amended 12.14.2015) and Phase 2 (approved 9.25.17, amended 8.12.2020) into one Agreement for the entire development, Phases 1-4. The Agreement includes a Developer obligation to provide an assessment guarantee on Improvement Assessment Value of $11,600,000 ($4.3M Phase 1 + $3.8M Phase 2 + $3.5M Phase 4). The $11.6M assessment guarantee is effective with the January 1, 2023 property assessment and does not include taxable Land Assessment Value, which provides additional taxable revenue to TID #3. Note, that the Promissory Note (Exhibit E) is the current estimate and will be updated prior to closing. Similarly, Exhibit A (Proposed Certified Survey Map) and Exhibit C (General Development Plan), will be updated prior to closing to include the final conditions of approval from the December 20, 2021 Plan Commission meeting (Exhibit A) and July 26, 2021 Village Board meeting (Exhibit C) as necessary.

FINANCIAL/BUDGET IMPACT:

The Financial and Budget Impacts on TID #3 from the proposed project were reviewed as part of the October 6, 2021 joint CDA and Village Board meeting packet. Phase 4 is estimated to generate $69,373 in additional tax increment to TID #3 beginning in the year 2024, and $277,492 in tax increment through year 2027. In addition, depending on the date on which the Village Board adopts the resolution to terminate TID #3, an additional year of tax increment collection may be obtained in year 2028, bringing the total tax increment collected to $346,865, which exceeds both the requested TIF Loan at Occupancy ($226,500) and the total value of all TID incentives ($323,755). In addition to generating tax increment revenue for TID #3, Phase 4 will also generate general revenues to the Village through the collection of building permit and impact fees. The Applicant would pay the following impact fees based on current 2021 rates:

Park Land Impact Fees (Fees in Lieu of Parkland Dedication): $2,755.26 x 27 Units = $74,392.02
Park Improvement Impact Fees: $990.38 x 27 Units = $26,740.26
Library Impact Fees: $431.00 x 27 Units = $11,637.00

VILLAGE PLAN REFERENCE:

4902 & 4908 Terminal Drive are located within the following adopted Village plans available for review on the Community & Economic Development website:

VILLAGE OF
McFarland

- TIF District #3 (adopted 2004).
- Terminal and Triangle District Plan (adopted 2005), specifically the Mixed-Use Lakeview Village Subdistrict. Preferred land uses include mixed-use buildings & sites, office & residential, neighborhood & lake-oriented retail, higher profile buildings, and under-building parking. Map 2 and 6 of the TTDP conceptualized potential office development in the area of Phases 2-4. This was premised, in-part on a potential future transit station adjacent to Brandt Park, which is unlikely to materialize. In the Director's opinion, office and mixed-use buildings (similar to Waubesa Village Phase 1) are more likely to materialize at the intersection of Terminal Drive and Siggelkow Road. The market potential/compatibility for office or commercial development on 4902 & 4908 Terminal Drive seems questionable at this time. Appendix B of the plan includes a Summary of Site and Building Design Standards applicable to the Mixed-Use Lakeview Village Subdistrict, which were reviewed as part of the approval of Ordinance 2021-07.
- Redevelopment District No. 1 (adopted 2010), specifically within the Mixed Use Commercial/Residential Subdistrict. Page 20 of the plan notes "the south end of Terminal Drive could include mixed use residential with minor commercial."
- Comprehensive Plan (adopted 2017). This plan identifies the property for future Mixed Use/Flex Commercial. Figure 4.1 of the plan, identifies the General Description of Land Uses Allowed includes a carefully designed blend or option of commercial services, retail, office, business park, multiple family residential, and/or institutional land uses, including mixed use sites and/or buildings. Compared to the Neighborhood future land use category, Mixed Use/Flex Commercial areas typically are denser, include some non-residential component, and do not typically include single family housing. All uses served by public sewer and water systems. Page 33 of Volume Two further describes that "in these spots, the actual future land use is less critical than in success in land use transitions and in managing impacts on surrounding land uses." Typical Implementing Zoning Districts includes the PD Planned Development District. General Land Use Policy #5 also states to actively promote infill development and redevelopment where opportunities present themselves, particularly for underutilized properties along Terminal Drive.

ORDINANCE REFERENCE:

Sec. 62.67, PD Planned Development District
Sec. 62-73, Terminal and Triangle Design Overlay Zoning District
Sec. 62-310, Site/Design Review

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommend approval of Resolution 2021-25: A Real Estate Acquisition and Development Agreement with Waubesa Village LLC, for Waubesa Village Phases 1-4, by the Village Board.

ATTACHMENTS:

1. 2021-25 Resolution Approving Waubesa Village LLC Development Agreement
2. Waubesa Village Phase IV Acquisition and Development Agreement (11-24-21)

RESOLUTION 2021-25

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

WHEREAS, Waubesa Village, LLC has proposed to purchase a parcel of land owned by the Village at 4902 Terminal Drive 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 27-unit multi-family residential 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 prior to executing the Agreement, the Clerk-Treasurer shall update the principal amount stated in Exhibit E of the Agreement to an amount that equals the current outstanding balance due from the Developer to the Village under the Phase 1 and Phase 2 Agreements (as defined in Exhibit A hereto) as of the date of the Developer's signature, plus an additional $323,775 as provided in Section IV.C(3) of the Agreement, and the Village Community Development Director shall insert dates for closing and pre-closing activities in Article II of the Agreement as mutually agreed upon with the Developer.

BE IT FURTHER RESOLVED, that the Village Administrator is authorized to approve and execute any deeds, closing statements, title affidavits and other customary documents, to approve extensions of any pre-closing deadlines 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 20th day of December, 2021.

APPROVED:	ATTEST:
______________________________	______________________________
Carolyn A. Clow, Village President	Cassandra Suettinger, Clerk-Treasurer

RESOLUTION # 2021-25	
MOTION	SECOND
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
WAUBESA VILLAGE, LLC – PHASE 4

This Real Estate Acquisition and Development Agreement ("Agreement") is entered into as of the ____ day of December 2021, by and between the Village of McFarland, a Wisconsin municipal corporation ("Village"), whose principal address is 5915 Milwaukee Street, McFarland, WI 53558, and Waubesa Village, LLC, a Wisconsin limited liability company, whose principal address is 4604 Siggelkow Road, Suite A, McFarland, WI 53558 ("Developer").

WHEREAS, the Village owns certain land located at 4902 Terminal Drive, McFarland, WI and legally described as Lot One (1), Certified Survey Map No. 7449 recorded in the Office of the Register of Deeds for Dane County, Wisconsin in Volume 38 of Certified Survey Maps, Page 214, as Document No. 2602577, located in the Village of McFarland, Dane County, Wisconsin (the "Property"), which it is holding for purposes of redevelopment; and

WHEREAS, the Developer owns lands immediately to the west of the Property which it has previously developed as a residential apartment complex known as Phases 1 through 3 of Waubesa Village; and

WHEREAS, Developer desires to acquire the Property along with the adjacent lot located at 4908 Terminal Drive, McFarland, WI and combine those two lots with the existing Waubesa Village property in the manner depicted in the proposed certified survey map attached hereto as **Exhibit A** (said 3 parcels when combined referred to herein as the "Development Site") and to construct an additional 27-unit apartment complex and related site improvements; and

WHEREAS, 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) on the Development Site consistent with the terms and conditions of this Agreement; and

WHEREAS, the Development Site 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; and

WHEREAS, the Development Site has been identified as appropriate for mixed-use commercial/residential development in the Village's Comprehensive Plan (Master Plan), adopted August 28, 2017 and was previously identified as a redevelopment site appropriate for such uses in the Village's Project Plan for Redevelopment District No. 1 adopted July 12, 2010; and

WHEREAS,the Development Site is also located within the area of the Terminal and Triangle District Neighborhood Plan, and is specifically within the Mixed Use Lakeview Village area of said plan, as adopted by the Village Board on September 8, 2005, and the Development is consistent with the goals for this Site expressed by the Terminal and Triangle District Neighborhood Plan; and

EXHIBIT A
Resolution 2021-25

WHEREAS, the Village desires to encourage economic development and redevelopment, expand its tax base, and to create new jobs within the Village and TID No. 3; and
WHEREAS, as an inducement to Developer to undertake the Development on the Development Site and, in order to achieve the objectives of TID No. 3, the Village intends to provide economic development assistance to Developer to provide for the gap between the Developer's available and borrowed funds and the cost of the Development, in accordance with this Agreement; and

WHEREAS, in connection with the development of Phase 1 of Waubesa Village, the Village and Developer entered into an “Agreement to Undertake Development by and between the Village of McFarland and Waubesa Village, LLC” dated October 23, 2015 (the “Phase 1 Agreement”) which provided for certain development assistance to the Developer and an obligation on the part of Developer to repay that assistance, which agreement was subsequently amended on December 14, 2015; and

WHEREAS, in connection with the development of Phase 2 of Waubesa Village, the Village and Developer entered into an “Agreement to Undertake Development by and between the Village of McFarland and Waubesa Village, LLC” dated September 25, 2017 (the “Phase 2 Agreement”) which provided for certain additional development assistance to the Developer and an obligation on the part of Developer to repay that assistance; and

WHEREAS, the parties desire to define the terms and conditions of the development assistance to be provided for Phase 4, and to coordinate and consolidate such provisions with the terms of the Phase 1 Agreement and Phase 2 Agreement in a single 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. Assessed Value. The assessed value as determined under Wis. Stats. §70.32(1) .

3. Plans and Specifications. The construction plans and specifications for the Project, as approved by the Village in connection with the redevelopment of the Development Site and the issuance of building permits for the Project including, but not limited to, building plans, the General Development Plan attached hereto as **Exhibit C**, all Detailed Implementation Plans on file with the Village for all phases of development on the Development Site, approved site plans and other applicable governmental land use and development regulations.

4. Project. The development of a 27-unit, 3-story apartment building containing approximately 11,300ft^2 of total space with those features and amenities identified in **Exhibit B** and the Plans and Specifications on the Development Site in the location depicted as "Phase 4" on **Exhibit C**, said location consisting of what is currently the Property and the lot to the immediate south of the Property.

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

6. Tax Increments. The tax increments derived from the improvements constructed on the Development Site which have been received and retained by the Village in accordance with the provisions of the Tax Increment Law.

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

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

Exhibit A	Proposed Certified Survey Map
Exhibit B	TIF Application
Exhibit C	General Development Plan
Exhibit D	Personal Guaranty
Exhibit E	Promissory Note
Exhibit F	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.

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 _______________, 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. <u>Evidence of Title</u>.

(1) On or before ________________, 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 ________________, 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. 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 expirtion 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 and exceptions to the deed by which conveyance of the Property is made and the Village's warranty of title.

(4) Costs of title insurance in the amount of the purchase price, 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.

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.* 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.

(9) *Possession/Occupancy.* There are no persons other than the Village 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.

(3) *Non-assignment.* Developer is the sole party having the right to enforce the terms of the Phase 1 Agreement and the Phase 2 Agreement as against the Village and no such rights have been assigned to any other party.

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:	Ryan Quam Waubesa Village, LLC 4604 Sigglekow Road, Suite A McFarland, WI 53558 Email: rquam@quamengineering.com

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 Development Site to be put to any use that would render it fully or partially exempt from real property taxes, and Developer shall not convey the Development Site 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 Development Site 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 obtain required approvals and record a certified survey map in substantially the form of **Exhibit A** to create the Development Site as a single parcel. Developer shall develop Phase 4 of the redevelopment of the Development Site by constructing the Project. The Project shall include all material components, building materials and features as generally identified in **Exhibit B** and be constructed in accordance with all approved Plans and Specifications and other applicable governmental approvals and regulations.

B. Guarantee of Tax Increment.

(1) Required Value. Developer shall assure that the improvements constructed on the Development Site shall have an assessed value for general property tax purposes as

of January 1, 2023, of not less than Eleven Million Six Hundred Thousand Dollars ($11,600,000) (the "Required Value"). Such assessed value shall include the value improvements completed in all phases as determined by the Village's assessor, but shall not include any value of land or personal property. Time is of the essence with regard to Developer's obligation to achieve the Required Value.

(2) Payment of Tax Deficiency. The Required Value shall be maintained through the remaining term of TID #3. If the assessed value of the Development Site 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 improvements on the Development Site in that year and the amount of general property taxes that would have been generated by the Development Site 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 attributable to improvements on the Development Site in a given year, shall equal the real property taxes the Village would have received if the promised value for that year had been achieved or maintained. Deficiency Payments shall be calculated in each year for which the taxable assessed value of the Development Site improvements 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, Ryan D. Quam in entering into this Agreement and that such personal involvement is part of the consideration for this Agreement. Ryan D. Quam (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 Guarantor shall fully execute and provide to the Village documentation of such guarantee in the form attached hereto as **Exhibit D.**

D. Application of Funds. Tax increments generated by the Development Site 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 this Agreement shall terminate upon the earlier of (i) the payment to the Village of aggregate tax increments attributable to the improvements on the Development Site, plus any Deficiency Payments made by Developer pursuant to Section III.B(2) or any Guarantor pursuant to Section III.C, in an amount sufficient to pay the principal and accrued interest on the promissory note attached hereto as **Exhibit E** and (ii) the termination of TID #3. At such time as Developer's repayment obligation and the Guarantor's guarantees terminate, the Village shall execute an acknowledgment of termination or a release of the personal guarantee provided under Section III.C. and a satisfaction of the real estate mortgage provided under Section IV.C.4 in recordable form.

E. Financial Disclosure. Developer and the Guarantor 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 insurance policies providing the following coverages:

(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 Development Site to the limit of not less than $5,000,000 of combined single limit coverage.

(2) A policy insuring all improvements on the Development Site (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 such policy.

ARTICLE IV
TIF FINANCING

A. The TIF Loan. As an inducement for Developer to undertake the development of the Project 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 Two Hundred Twenty-six Thousand Five Hundred Dollars ($226,500)(the "TIF Loan"). The TIF Loan shall be utilized solely to pay for improvements constructed on the Development Site. 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. Conditions to TIF Loan. The Village's obligation to disburse the TIF Loan shall be conditioned upon all of the following:

(1) Developer shall have constructed the Project on the Development Site in accordance with the Plans and Specifications and with this Agreement and obtained an occupancy permit for all units within 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 Development Site shall be in full compliance with all applicable State, Federal and local laws, ordinances and regulations and any conditions imposed upon the issuance of any approval or permit authorized thereby, or a compliance plan acceptable to the Village in its sole discretion shall be in effect to achieve such compliance.

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

C. Disbursement of TIF Loan. 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 entire Development Site is owned in fee simple by Developer.

(2) A copy of the recorded certified survey map showing that the Development Site has been created as a single parcel as provided for herein.

(3) A fully executed promissory note in the form attached as **Exhibit E.** The parties agree that Exhibit E will be updated at the time of execution to show a principal balance equal to the then-outstanding principal and accrued interest on the loans from the Village made in connection with the Phase 1 Agreement and Phase 2 Agreement, plus $323,775.

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

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 Development Site 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 Development Site 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 for construction of the Project in the original principal sum not to exceed Three Million Nine Hundred Twenty-three Thousand Seven Hundred Forty-five Dollars ($3,923,745.00). 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. The subordination provided in this paragraph shall be in addition to any other mortgages against the Development Site the Village has previously agreed to grant priority over the Village's interests.

F. Village Improvements. In addition to the direct financial assistance provided in Section A of this Article, the Village shall be responsible for the construction and installation of improvements within the right-of-way along Terminal Drive adjacent to the Development Site generally consisting of curb and gutter, public sidewalk or equivalent off-street hard surfaced recreational trail. Said improvements to be constructed and installed by December 31, 2022. The Developer shall be responsible for the construction and installation of private sidewalks and driveways connecting to those improvements installed by the Village within the right-of-way. The Village and Developer mutually agree to work in good faith to coordinate the design, construction, and installation of these improvements.

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. Nothing in this Section applies 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. The Developer shall prepare and obtain approval of any certified survey map required to recreate the Property as a separate parcel to allow for such conveyance.

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 or any prior improvements on the Development Site 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 with respect to the Project as defined herein and may be amended only by a written agreement executed by both parties. This Agreement will supersede and replace the Phase 1 Agreement and the Phase 2 Agreement, and the business notes and mortgages provided under those agreements shall be canceled and released, upon the disbursement of the TIF Loan and the execution and delivery of the note and mortgage required under this Agreement. Until such time, and thereafter in the event the Project is not completed as required or the Developer otherwise fails to become entitled to the TIF Loan, the Phase 1 and Phase 2 Agreements shall continue in full force and effect. It is the intent of this provision that the guaranteed $8,100,000.00 improvement value on the Development Site required under the Phase 2 Agreement shall apply as of January 1, 2022, and all provisions of the Phase 2 Agreement shall continue in effect unless the Project is completed as provided in this Agreement.

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 Development Site.

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 Development Site, improvements constructed on the Development Site, 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 on the Development Site 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:

WAUBESA VILLAGE, LLC

By:____
Ryan D. Quam, Manager

VILLAGE OF McFARLAND

By:____
Carolyn A. Clow, Village President

By:____
Cassandra Suettinger, Clerk/Treasurer

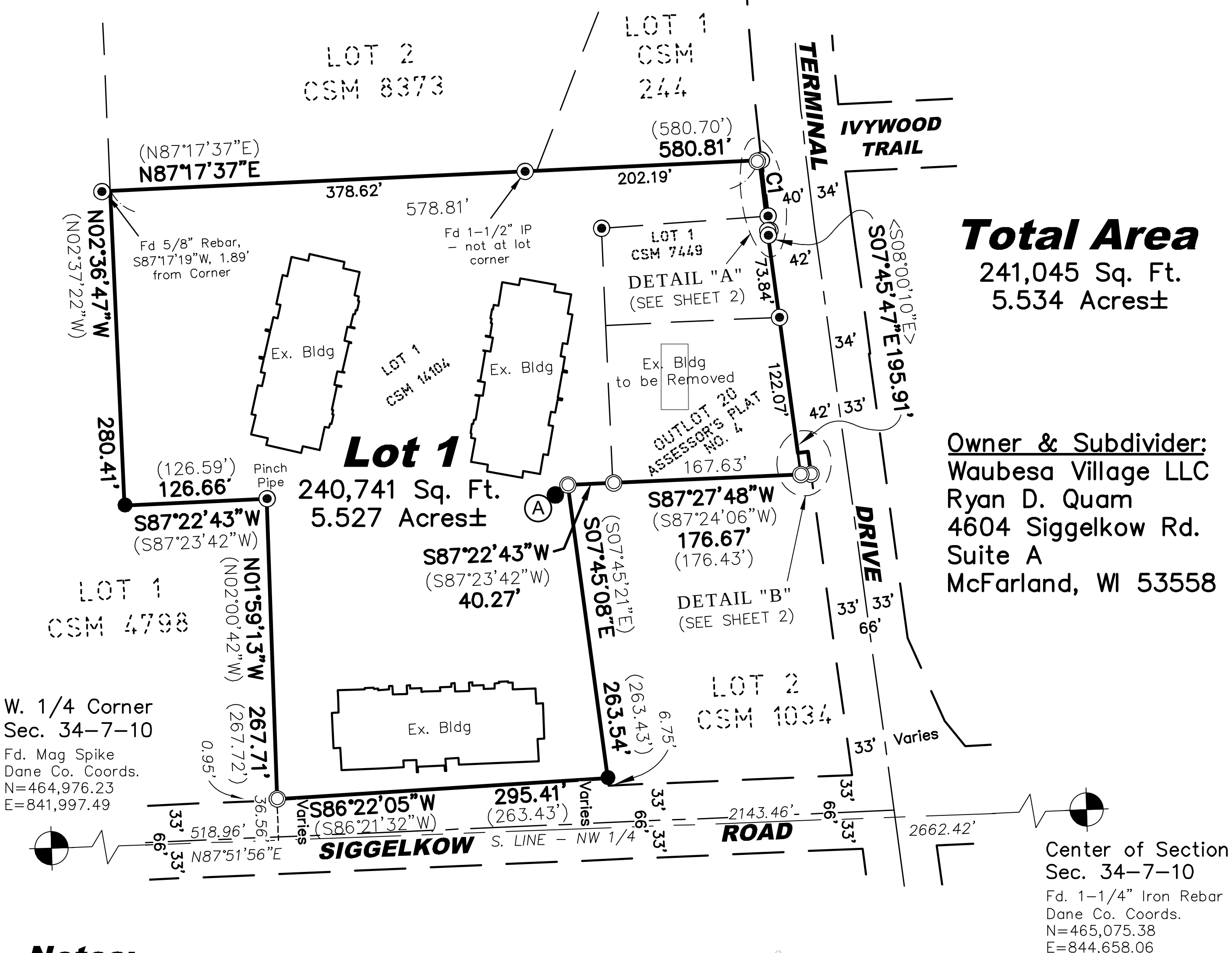
DANE COUNTY CERTIFIED SURVEY MAP # ____________

C.S.M. No. __________

Doc. No. ____________

Vol. _____ Page _____

Lot 1 of Certified Survey Map No. 14104, Outlot 20 of Assessor's Plat No. 4 - Township of Blooming Grove, and Lot 1 of Certified Survey Map No. 7449, all being located in the SW 1/4 of the NW 1/4 of Section 34, T7N., R10E., Village of McFarland, Dane County, Wisconsin



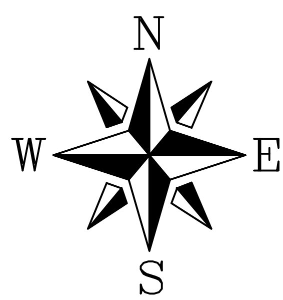
Total Area
241,045 Sq. Ft.
5.534 Acres±

Owner & Subdivider:
Waubesa Village LLC
Ryan D. Quam
4604 Siggelkow Rd.
Suite A
McFarland, WI 53558

Notes:

1. See Sheet 2 for Details "A" and "B".
2. See Sheet 2 for Curve Data.
3. This CSM was done without benefit of a Title Report and may not depict all matters of title that affect the property shown hereon.

WISCONSIN LAND SURVEYOR
MATTHEW E. HOGLUND
S-1910
FALL RIVER
WI
10/29/2021



Bearings are referenced to the South line of the Northwest 1/4 of Section 34, which is measured to bear North 87°51'56" East on the Dane County Coordinate System - NAD 83 (2011).

LEGEND

◉	Found 1" Iron Pipe, Unless Noted
●	Found 3/4" Rebar
◎	3/4" by 24" Iron Rebar Set Weighing 1.5 lbs./ft.
(303.63')	Record Data per CSM 14104
[303.63']	Record Data per CSM 8373
{303.63'}	Record Data per CSM 244
<303.63'>	Record Data per CSM 7449
———	Boundary Line
—— ——	Existing R/W Line
— —— —	Platted Lot Line
—— – – ——	Section Line

Ⓐ Also a Fd. 1-1/2" I.P. lies S61°28'55"W, 1.46' from corner

GRAPHIC SCALE
0 75 150 300
(IN FEET)

QUAM ENGINEERING, LLC
4604 SIGGLEKOW ROAD – SUITE A McFARLAND, WI 53558
608-838-7750 www.quamengineering.com
Project # RQ-02-15

EXHIBIT A

SHEET 1 OF 5

DANE COUNTY
CERTIFIED SURVEY MAP # ____________

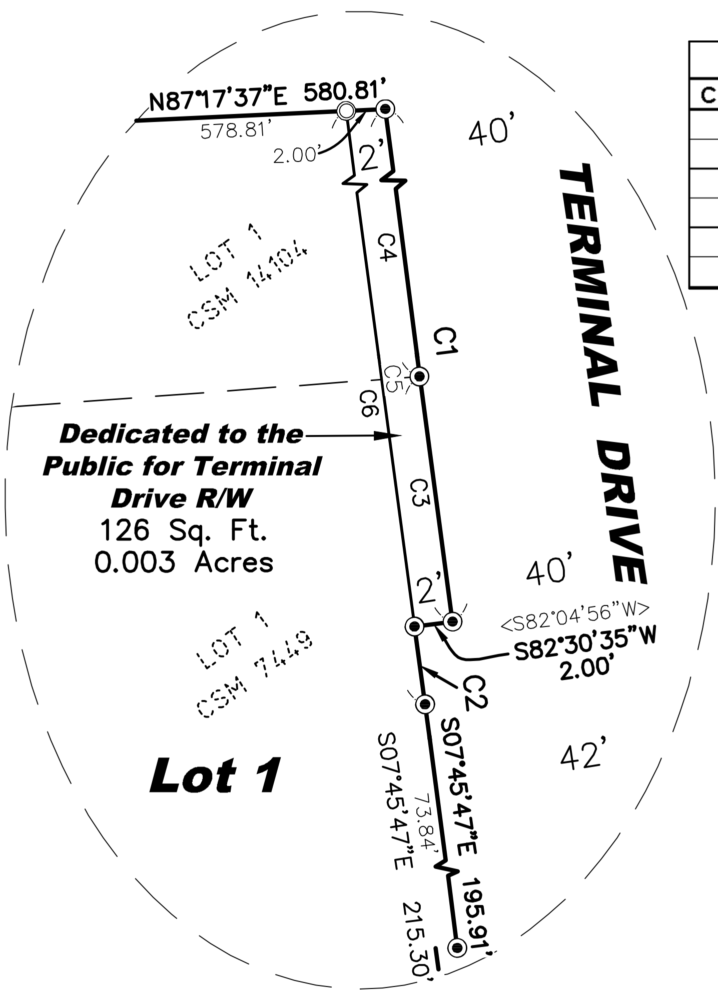
C.S.M. No. __________

Doc. No. ____________

Vol. _____ Page _____

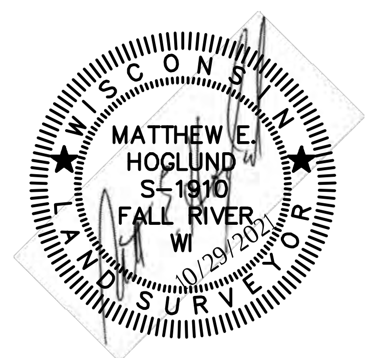
Lot 1 of Certified Survey Map No. 14104, Outlot 20 of Assessor's Plat No. 4 - Township of Blooming Grove, and Lot 1 of Certified Survey Map No. 7449, all being located in the SW 1/4 of the NW 1/4 of Section 34, T7N., R10E., Village of McFarland, Dane County, Wisconsin

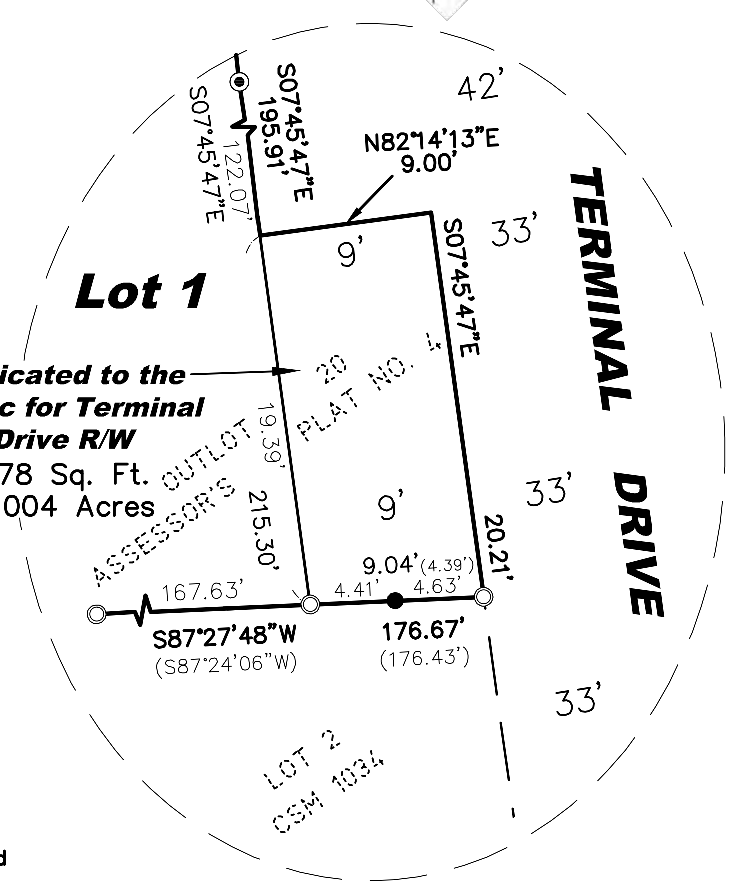
CURVE DATA TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	2905.00'	01°14'35"	63.03'	S07°03'40"E - 63.03'
C2	2907.00'	00°04'50"	4.09'	S07°43'22"E - 4.09'
C3	2905.00'	00°15'14"	12.88'	S07°33'20"E - 12.88'
C4	2905.00'	00°59'21"	50.15'	S06°56'02"E - 50.15'
C5	2907.00'	01°14'44"	63.20'	S07°03'35"E - 63.20'
C6	2907.00'	01°19'34"	67.29'	S07°06'00"E - 67.29'

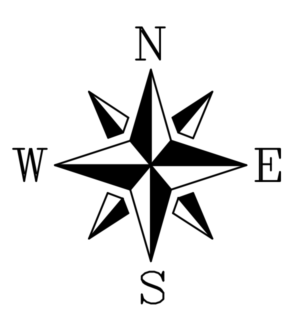


DETAIL "A"

SCALE: 1"=10'







Bearings are referenced to the South line of the Northwest 1/4 of Section 34, which is measured to bear North 87°51'56" East on the Dane County Coordinate System – NAD 83 (2011).

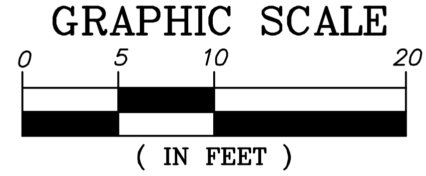
DETAIL "B"

SCALE: 1"=10'

LEGEND

◉	Found 1" Iron Pipe, Unless Noted
●	Found 3/4" Rebar
◎	3/4" by 24" Iron Rebar Set Weighing 1.5 lbs./ft.
(303.63')	Record Data per CSM 14104
[303.63']	Record Data per CSM 8373
{303.63'}	Record Data per CSM 244
<303.63'>	Record Data per CSM 7449
———	Boundary Line
— —	Existing R/W Line
— — —	Platted Lot Line
— - - —	Section Line

GRAPHIC SCALE



QUAM ENGINEERING, LLC

4604 SIGGLEKOW ROAD – SUITE A McFARLAND, WI 53558

608-838-7750 www.quamengineering.com

Project # RQ-02-15

SHEET 2 OF 5

Drawn By: MEH
Project # RQ-02-15

DANE COUNTY
CERTIFIED SURVEY MAP #______

Lot 1 of Certified Survey Map No. 14104, Outlot 20 of Assessor's Plat No. 4 - Township of Blooming Grove, and Lot 1 of Certified Survey Map No. 7449, all being located in the SW 1/4 of the NW 1/4 of Section 34, T7N., R10E., Village of McFarland, Dane County, Wisconsin

SURVEYOR'S CERTIFICATE:

I, Matthew E. Hoglund, Registered Land Surveyor, do hereby certify to the best of my knowledge and belief, that I have surveyed, divided, and mapped the following Certified Survey being:

Lot 1 of Dane County Certified Survey Map No. 14104, recorded in Volume 95 of Certified Survey Maps on Pages 54 through 56 as Document No. 5192757 of Dane County Records.

Outlot 20 of Assessor's Plat No. 4 - Town of Blooming Grove, recorded in Volume 13 of Plats on Pages 15 and 16 as Document No. 777053 of Dane County Records.

Lot 1 of Dane County Certified Survey Map No. 7449, recorded in Volume 38 of Certified Survey Maps on Pages 214 through 216 as Document No. 2602577 of Dane County Records.

all being located in the Southwest 1/4 of the Northwest 1/4 of Section 34, Township 7 North, Range 10 East, Village of McFarland, Dane County, Wisconsin, containing 241,045 square feet or 5.534 acres, more or less.

BEING SUBJECT TO all easements and agreements, if any, of record and/or fact.

I further certify, to the best of my knowledge and belief, that this map is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made; that I have made such survey, land division, and map by the direction of Ryan D. Quam of Waubesa Village LLC, the owner of said land; that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the Village of McFarland Subdivision Regulations in surveying, dividing, and mapping the same.

Dated this 29th day of October, 2021.

WISCONSIN
MATTHEW E.
HOGLUND
S-1910
FALL RIVER
WI
LAND SURVEYOR

Quam Engineering, LLC
By: Matthew E. Hoglund
P.L.S. S-1910

VILLAGE OF McFARLAND PLAN COMMISSION CERTIFICATE:

This land division is hereby approved by the Plan Commission of the

Village of McFarland on this ____ day of ___________________, 2021.

____
Cassandra Suettinger, Clerk, Village of McFarland

C.S.M. No. __________

Doc. No. ____________

Vol. _____ Page _____

SHEET 3 OF 5

Drawn By: MEH
Project # RQ-02-15

DANE COUNTY
CERTIFIED SURVEY MAP #_______

Lot 1 of Certified Survey Map No. 14104, Outlot 20 of Assessor's Plat No. 4 - Township of Blooming Grove, and Lot 1 of Certified Survey Map No. 7449, all being located in the SW 1/4 of the NW 1/4 of Section 34, T7N., R10E., Village of McFarland, Dane County, Wisconsin

OWNERS CERTIFICATE:

Waubesa Village LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said company caused the land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as represented on this map. Waubesa Village LLC, does further certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Village of McFarland

IN WITNESS WHEREOF, the said ouffiou Waubesa Village LLC has caused these presents to be signed by Ryan D, Quam, Managing Member, at ____________________, Wisconsin, and its corporate seal to be hereunto affixed on this ________, day of ________________, 20__.

In the presence of: ______________________ _____________________

STATE OF WISCONSIN)
COUNTY DANE) SS

Personally came before me this ___ day of ________________, 20___, Ryan D. Quam, Managing Member of the above named Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be a partner of said Limited Liability Company and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) _________________________ Notary Public, __________________, Wisconsin

My commission expires _________________.

WISCONSIN
MATTHEW E. HOGLUND
S-1910
FALL RIVER
WI
LAND SURVEYOR
10/29/2021

VILLAGE OF McFARLAND BOARD CERTIFICATE:

Resolved, that this Certified Survey Map is hereby approved and dedications accepted by the Village Board of the Village of McFarland

Dated this ___ day of __________________, 2021.

____
Cassandra Suettinger, Clerk, Village of McFarland

REGISTER OF DEEDS CERTIFICATE:

Received for recording this ___ day of _____________, 20___, at ___________ o'clock __M. and

recorded in Volume _____of Certified Survey Maps on Pages _____________

as Document No. _______________.

____
Kristi Chlebowski, Dane County Register of Deeds

Drawn By: MEH
Project # RQ-02-15

DANE COUNTY
CERTIFIED SURVEY MAP #_______

Lot 1 of Certified Survey Map No. 14104, Outlot 20 of Assessor's Plat No. 4 - Township of Blooming Grove, and Lot 1 of Certified Survey Map No. 7449, all being located in the SW 1/4 of the NW 1/4 of Section 34, T7N., R10E., Village of McFarland, Dane County, Wisconsin

CONSENT OF CORPORATE MORTGAGEE:

State Bank of Cross Plains, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedication of the land described on this map, and does hereby consent to the above certificate of Waubesa Village LLC, owner.

IN WITNESS WHEREOF, the said ____ has caused these presents to be signed by _____________________, its President, and countersigned by _____________________, its Secretary (cashier), at ____________________, Wisconsin, and its corporate seal to be hereunto affixed on this ________, day of ________________, 20__.

In the presence of:

_____________________ ______________________ (Corporate Seal)

____ , Date: ____________
By: President

____ , Date: ____________
By: Secretary (Cashier)

STATE OF WISCONSIN)
____________COUNTY) SS

Personally came before me this ___ day of ________________, 20___, ____________________, its President, and countersigned by _____________________, its Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary(cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) ________________________ Notary Public, __________________, Wisconsin

My commission expires _________________.

CONSENT OF CORPORATE MORTGAGEE:

Village of McFarland, a ______________________________ duly organized and existing under and by virtue of the laws of the State of Wisconsin, as mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedication of the land described on this map, and does hereby consent to the above certificate of Waubesa Village LLC, owner.

IN WITNESS WHEREOF, the said ____ has caused these presents to be signed by _____________________, its ____________________, and countersigned by _____________________, its ______________________, at ____________________, Wisconsin, and its corporate seal to be hereunto affixed on this ________, day of ________________, 20__.

In the presence of:

_____________________ ______________________ (Corporate Seal)

____ , Date: ____________
By: Title

____ , Date: ____________
By: Title

WISCONSIN
MATTHEW E.
HOGLUND
S-1910
FALL RIVER
WI
LAND SURVEYOR
10/29/2021

STATE OF WISCONSIN)
____________COUNTY) SS

Personally came before me this ___ day of ________________, 20___, ____________________, its ____________________, and countersigned by _____________________, its __________________ of the above named _____________________, to me known to be the persons who executed the foregoing instrument, and to me known to be such ___________________ and ______________________of said ___________________, and acknowledged that they executed the foregoing instrument as such officers as the deed of said ______________________________, by its authority.

(Notary Seal) ________________________ Notary Public, __________________, Wisconsin

My commission expires _________________.

C.S.M. No. ___________

Doc. No. _____________

Vol. _____ Page _____

SHEET 5 OF 5

TAX INCREMENT FINANCING
DEVELOPMENT INCENTIVES
APPLICATION

Application ID: 2021 (Year) - 03 (#) 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: Waubesa Village - 27 Unit Building (Phase 4)

Applicant: Waubesa Village LLC

Mailing Address: 4604 Siggelkow Road, Suite A

Primary Contact: Ryan Quam Telephone: (608)838-7750

Email: Fax: (608)838-7752

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 B

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	Eng.-Architect / Quam Engineering	rquam@quamengineering.com	(608)838-7750
Jeff Riegert	General Contactor / Riegert builders	jeffriegert@gmail.com	(608)575-3969

B. PROPERTY INFORMATION

Parcel(s) Address: 4902 and 4908 Terminal Drive

Parcel(s) Tax Number: 071034241227 and 071034241003

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

If no, current owner is: Village of McFarland and Timothy Blum

If no, do you have an agreed upon option to purchase the property? ☐ No ■ Yes (provide documentation and note the expiration date here: January 25, 2022 closing

Total Lot Size: 13420 + 22771 square feet

Parcel Contains Existing Buildings? ☐ No ■ Yes

If yes, indicate Total Building Size 1500 sq.ft.

Most recent property assessment (PA):

$ 75200 Land $ 142,000 Improvements $ 217,200 Total

Existing Uses: Vacant (Village Lot) and Residential - Single Family

Existing Zoning: C-H Commercial Highway

Existing Uses, Adjacent Parcels: Single Family N Multi Family S Single+Multi Family E Multi Family W

Existing Zoning, Adjacent Parcels: C-H N R-3 S R-2+R-3 E PUD W

Will a zoning change be requested? ☐ No ■ Yes

If yes, indicate new zoning PDD for 27 Unit Apartment Building

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

WDNR WRAPP, Certified Survey Map to combine lots

Existing Mortgage Holder: Timothy Blum

Contact Person & Phone Number: Ryan Quam (608)838-7750

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.

This project is phase 4 of Waubesa Village multi-family development. The preliminary Phase 4 Grading Plan and Phase 4-5 Concept Plan are attached.

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

The project will include multiple rain gardens and storm sewer routing to rain gardens and flat grass volleyball/ice rink areas.

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: April 5, 2021

Preliminary Construction Start Date: February 1, 2022

Preliminary Construction Completion Date: Nov. 30, 2022

Date Occupied or Opened: Dec. 1, 2022

Number of principal buildings and estimated square footage: 36,700 floor area

Estimated equalized assessed valuation after project completion (EAV)

$ 297,000 Land $3,503,000 Improvements $3,800,000 Total

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

Pre-improvements: $ 217,200 PA x0.01945 Mill Rate = $ 4,224.54 Total (A)

Post-improvements: $3,800,000 PA x0.0195 Mill Rate = $ 74,100.00 Total (B)

Additional increment (B-A) = $ 69,875.46

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.

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

One and two bedroom units to be rented by qualified tenants.

Who will own and operate the developed property? Waubesa Village, LLC

Do similar businesses/uses already exist in McFarland?

☐ No ■ Yes, If yes, indicate 27 unit apartment buildings at 4606 and 4608 Siggelkow Road and 4703 Terminal Drive

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

The phase 4 building will have three garage level doors. The west door will access a proposed grass volleyball/ice rink area.

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

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

$60,000+

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

Average per hour wage rate of all employees (not including benefits) $ N/A

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

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 have talked with Cindy Krenz about the purchase of her land to the north for a phase 5 building and permanent driveway connection to Terminal Drive.

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

Ryan Quam was a Village Board member when TID #3 was formed. Quam Engineering, LLC, and Ezra Properties, LLC are businesses owned by Ryan Quam and located in McFarland.

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: $226,500 TIF Loan + 73,255 Land Donation

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. Site amenities such as a dog washing station, a grass volleyball court/winter ice rink, etc. are being proposed to attract tenants. The unique site requires irregular development costs such as tree removal, mass excavations with materials to be removed from the site, sanitary lateral extension, water service extension, site storm sewers, exposed garage wall, additional doors with commercial grade entrance in the garage, Village attorney review, etc. The bank will require a minimum 20% owner contribution which will require TIF assistance to be a part of the 20% owner contribution.

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 application 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 Overall Costs Estimate	Applicant, Bank Loan, and TIF Loan
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	4960000	

Budget source: ☐ Developer ☐ Arch/Eng ☐ Contractor ☐ Other ______________________________

Sources of Financing	Amount ($)	Percent of Total Costs
TIF	299,755	6.04 %
Equity	736,500	14.85 %
Loans	3,923,745	79.11 %
Grants		%
Other (please specify)		%
Total Project Costs	4,960,000	**100.0 %**

Lender for Project if in addition to the Village: State Bank of Cross Plains

Officer Casey McClymann Phone (608)416-4834 Email______________________________

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 Waubesa Village, LLC by Ryan Olson Title Managing Member

Signature Ryan Olson Date 9/29/2021

Return To:

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

"BUT FOR TIF" SPECIFIC PROJECT COSTS

Land Purchase Increase	$25,000
Attorney Fees (TIF Agreement and Developer Agreement)	$13,500
Garage Footing (partial west and partial south apartment walls)	$4,000
Exposed Garage 10% Stone Veneer and 90% LP Smartsiding	$10,000
Stone Veneer/Fiber Cement Exterior Upgrade (from Vinyl)	$132,000
Lower Level Two Decks (West Side)	$6,000
Garage West Commercial Door	$5,000
Dog Washing Station	$6,000
Solar Installation	$25,000
Total:	**$226,500**

PHASE 4 APARTMENT BUILDING

Overall Costs Estimate

Description	Quantity	Unit	Unit Price	Total
Land				
Land (4908Terminal Drive)	1	LS	$325,000.00	$325,000.00
Land (4902 Terminal Drive)	1	LS	$73,255.00	$73,255.00
Permitting Item				
Building Permit	1	LS	$4,000.00	$4,000.00
Erosion Control and Stormwater Permit	1	LS	$2,000.00	$2,000.00
Plumbing, HVAC, Site Design Fees, TIF Application	1	LS	$4,200.00	$4,200.00
Fire Alarm and Suppression System Fee	1	LS	$1,500.00	$1,500.00
Engineering Review Fees	1	LS	$7,000.00	$7,000.00
Attorney Review Fees	1	LS	$15,000.00	$15,000.00
Public Water (2" Meter)	1	2 in	$5,201.00	$5,201.00
Impact Fee				
Park Fee-in-lieu	27	DU	$2,755.26	$74,392.02
Park Improvement and Public Library	27	DU	$1,421.38	$38,377.26
MMSD	1	LS	$7,000.00	$7,000.00
Transaction Fees				
Bank Fee	1	LS	$20,000.00	$20,000.00
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 6/2022	1	LS	$60,000.00	$60,000.00
Professional Items				
Dimension IV Architect	1	LS	$10,000.00	$10,000.00
Structural Design	1	LS	$10,000.00	$10,000.00
Ryan Quam Building Plans Drafting	1	LS	$60,000.00	$60,000.00
Quam Engineering, LLC Site Design and CSM Approva	1	LS	$43,000.00	$43,000.00
Quam Engineering, LLC Construction Staking	1	LS	$25,000.00	$25,000.00
Quam Engineering, LLC Site General Administration	1	LS	$35,000.00	$35,000.00
Ryan Quam Planning and Consulation Fee	1	LS	$40,000.00	$40,000.00
Site Items				
Rice Grading	1	LS	$118,000.00	$118,000.00
Utility Connections and Perimeter Storm	1	LS	$30,000.00	$30,000.00
Boulder Retaining Walls	450	VSF	$40.00	$18,000.00
Concrete Curb, Sidewalk, Stairs	1	LS	$36,000.00	$36,000.00
3" Asphalt Binder and Surface Course	1	LS	$35,000.00	$35,000.00
Restoration (Seed & Matting)	7000	SY	$2.50	$17,500.00
Lighting and Security	1	LS	$20,000.00	$20,000.00
Landscaping Trees & Shrubs	1	LS	$13,000.00	$13,000.00
Building Items (Interior, Exterior, and Lighting)				
Riegert Builders Contract	1	LS	$3,575,000.00	$3,575,000.00
Solar Items	1	LS	$50,000.00	$50,000.00
Subtotal Costs:				$4,781,425.28
Contingency (Approx. 4-5% Building and Site):				$178,574.72
Total:				$4,960,000.00

Loan Amount & Contributions Percentage

Loan Amount Calculation

Total Costs (See Cost Schedule)	$4,960,000
T.I.F. "Gap Loan"	-$226,500
T.I.F. Village Lot	-$73,255
Ryan Quam Downpayment	-$533,500
Ryan Quam Building Plans Drafting	-$60,000
Quam Engineering, LLC Site Design / Approvals	-$43,000
Quam Engineering, LLC Construction Staking	-$25,000
Quam Engineering, LLC Site General Administration	-$35,000
Ryan Quam Planning and Consulation Fee	-$40,000
Loan Amount Total:	**$3,923,745**

Ryan Quam Contributions Percentage Calculation

Ryan Quam Downpayment	$533,500
Ryan Quam Building Plans Drafting	$60,000
Quam Engineering, LLC Site Design / Approvals	$43,000
Quam Engineering, LLC Construction Staking	$25,000
Quam Engineering, LLC Site General Administration	$35,000
Ryan Quam Planning and Consulation Fee	$40,000
Total Contributions:	$736,500
Ryan Quam Contributions Percentage = Total Contributions / Total Costs	**14.85%**

Village Contributions Percentage Calculation

T.I.F. "Gap Loan" and Village Lot	$226,500
T.I.F. Village Lot	$73,255
Total Contributions:	$299,755
Village Contributions Percentage = Total Contributions / Total Costs	**6.04%**

PROFORMA

Loan Amount		
Total Costs (See Cost Schedule)	$4,960,000	
TIF Gap Loan	-$226,500	
TIF Village Lot	-$73,255	
Ryan Quam Downpayments	-$533,500	
Ryan Quam Building Plans Drafting	-$60,000	
Quam Engineering, LLC Site Design / Approvals	-$43,000	
Quam Engineering, LLC Construction Staking	-$25,000	
Quam Engineering, LLC Site General Administration	-$35,000	
Ryan Quam Planning and Consulation Fee	-$40,000	
Loan Amount	$3,923,745	
Sales/year		
27 Apartments	$436,260	{9 one-bedrm @ $1135; 14 two-bedrm @ $1420; 4 two-bedrm w/ loft @ $1565}
Pet Fees	$12,000	{25 pets at $40/pet/month}
Total	$448,260	{See rent scalar} **2.00% Rent Scalar**
Vacency	-$13,448	{Assumes 3% vacency}
Sales Total	$434,812.20	
Costs/year		
Interest	3.80%	of loan amount
Management & Insurance	8.00%	of sales amount
Maintenance	6.00%	of sales amount
Property Tax	$72,580	{1.91% of $3,800,000 (TIF Estimated Valuation}

Principal Projection	2023	2024	2025	2026	2027	2028	2029
Beginning Principal	$3,923,745	$3,771,489	$3,606,272	$3,427,468	$3,234,420	$3,026,446	$2,802,836
Interest	$149,102	$143,317	$137,038	$130,244	$122,908	$115,005	$106,508
Sales	-$434,812	-$443,508	-$452,379	-$461,426	-$470,655	-$480,068	-$489,669
Management (6% sales) & Insurance (2% of sales)	$34,785	$35,655	$36,546	$37,460	$38,396	$39,356	$40,340
Maintenance (6% of sales)	$26,089	$26,741	$27,409	$28,095	$28,797	$29,517	$30,255
Property Tax	$72,580	$72,580	$72,580	$72,580	$72,580	$72,580	$72,580
Ending Principal	$3,771,489	$3,606,272	$3,427,468	$3,234,420	$3,026,446	$2,802,836	$2,562,850
Principal Reduction	$152,256	$165,216	$178,805	$193,048	$207,974	$223,610	$239,987
Return on Investment	21%	22%	24%	26%	28%	30%	33%

Planned Development District

Statement of Owners Intent,
Updated General Plan for Staged
Development, and Detailed Plan for
Phase 4 Development

Project:
Waubesa Village Development

Owner:
Waubesa Village, LLC
Attn: Ryan Quam

EXHIBIT C

Statement of Owners Intent

It is the intent of the Owner to develop the lands controlled by the Owner as a Mixed Use development in general conformance with the TIF plan and previously approved General Plan. The purpose of this submittal is to seek the following Village approvals:

1) Updated General Plan for Phases 1-4;
2) Detailed Plan for phase 4 development;
3) Zoning amendment creating the Planned Development District to allow phase 4 development;

Legal Description

The lands controlled and uncontrolled by the Owner addresses and legal descriptions are as follows:

1) 4604, 4606, and 4608 Siggelkow Road (Lot 1, C.S.M. 14104) - Controlled;
2) 4908 Terminal Drive (Lot 20 of Assessors Plat 4 Blooming Grove) – Controlled;
3) 4902 Terminal Drive (Lot 1 of CSM 7449) – Village Land;

Description of General Plan for Staged Development

The General Plan proposes the development of the land with five buildings and associated drive aisles, parking lot, and regional pond as shown on the General Development Plan included as sheet G-1. The buildings and site layout are described as follows:

1) Phase 1 Mixed Use Building
   - Existing three story mixed use building;
   - Approximately 22,000 square feet of leased apartment space;
   - 12,300 square foot leased commercial space on first floor;
   - 6 one-bedroom and 14 two-bedroom apartment units on second and third floors;
   - 32 underground parking stalls;
   - 31 surface parking stalls;
   - Approximately 190 feet long;
   - Approximately 70 feet deep;
2) Phase 2 Apartment Building
   - Existing three story apartment building;
   - Approximately 30,000 square feet of leased apartment space;
   - Approximately 11,300 square foot footprint;
   - 28 underground parking stalls;
   - 29 surface parking stalls;
   - Approximately 175 feet long;
   - Approximately 70 feet deep;
   - 9 one-bedroom and 18 two-bedroom apartment units with individual washers and dryers and private balconies;
3) Phase 3 Apartment Building
   - Existing three story apartment building;
   - Approximately 30,000 square feet of leased apartment space;
   - Approximately 11,300 square foot footprint;
   - 28 underground parking stalls;
   - 27 surface parking stalls;
   - Approximately 175 feet long;
   - Approximately 70 feet deep;
   - 9 one-bedroom and 18 two-bedroom apartment units with individual washers and dryers and private balconies;
4) Phase 4 Apartment Building

- 27 unit, three story apartment building which will be described in the Detailed Plan for Phase 4 Development portion of this submittal;

5) Site Layout
   - 113 above ground parking stalls are proposed to supplement the underground parking and to meet overall parking requirements;
   - One regional detention pond will meet rate runoff control, sediment control requirements and multiple infiltration ponds will meet infiltration requirements for all proposed impervious areas;
   - 128 approximate total number of apartment units;
   - 22.9 Dwelling Units / Acre (overall development site which is 5.59 acres)
6) Schedule
   - Phase 1 mixed use building open on June 2016
   - Phase 2 three-story apartment building open on June 2018
   - Phase 3 three-story apartment building open on May 2021
   - Phase 4 three-story apartment building open on May 2022

Existing Site (Phase 4)

The Existing Site Plan is included as Sheet C-1 and site features are as follows:

1) 5.56 total acres;
   a. 4604, 4606, 4608 Siggelkow Road is 4.73 acres;
   b. 4908 Terminal Drive is 0.52 acres;
   c. 4902 Terminal Drive is 0.31 acres;
2) Phase 1 and 2 developments have been completed per the plans and phase 3 development is substantially completed with an anticipated June 30th completion date;
3) Detention pond has been installed and is sized for all four phases of development with minor modifications;
4) Terminal Drive is adjacent to the east;
5) Existing house and attached business are adjacent to the north;
6) Existing Waubesa Village phase 3 building is adjacent to the west;
7) Existing multifamily units are adjacent to the south;
8) Public sanitary sewer and water main is available under Terminal Drive to serve phase 4 of development;

Description of Detailed Plan for Phase 4 Development

A three story 27-unit apartment building as the fourth phase of development and the details are as follows:

1) The Site Plan is included as Sheet C-2 with features as follows:
   - 11,300 square foot footprint;
   - 175 feet long;
   - 72 feet deep;
   - 26 above ground parking stalls;
2) The Grading Plan is included as Sheet C-3 with features as follows:
   - Underground garage entrance on the north side of the building;
   - First floor doors on the west side of the building;
   - Garage floor doors on the north, south, and west side of the building;
   - Retaining walls to accommodate the natural grade changes;
3) The Rendering is included as Sheet A-1
   - Intended to meet the TIF goal to “vary building facades by using different but complementary colors, material arrangements, well setbacks (staggered facades), roof lines, and/or windows”;

4) The Exterior Elevations drawing are included as Sheet A-2.1 and Sheet A-2.2
   - Intended to meet the TIF goal to "emphasize high quality natural building wall materials such as brick, block, and glass - particularly on the first floor";
   - Materials include single hung vinyl windows, aluminum railing systems, thin stone veneer, fiber-cement lap siding, and fiber-cement siding panels with reveal joints;
   - Roof materials include three dimensional asphalt shingles and standing seam metal accent roofs;
5) The Utility Plan is included as Sheet C-4
   - A 6" sanitary lateral will be extended from the Terminal Drive sanitary sewer to serve building "D";
   - A 6" water service will be extended from the Terminal Drive water main to serve building "D";
   - Inlets and catch basins will collect runoff from all impervious areas and storm sewer will carry runoff to the bioretention devices and detention pond;
6) The Landscape Plan is included as Sheet C-5
7) The Lighting Plan is included as Sheet C-6
8) The Apartments Basement Floor Plan is included as Sheet A-3
   - Tenant storage and mechanical rooms in the garage;
   - 28 parking stalls;
9) The Apartments First Floor Plan is included as Sheet A-4
   - 8,912 approximate apartments area;
   - Six two bedrooms;
   - Three one bedrooms;
   - Each unit will have individual washers and dryers and private balconies;
10) The Apartments Second Floor Plan is included as Sheet A-5
   - 8,912 approximate apartments area;
   - Six two bedrooms;
   - Three one bedrooms;
   - Each unit will have individual washers and dryers and private balconies;
11) The Apartments Third Floor Plan is included as Sheet A-6
   - 9,712 approximate apartments area;
   - Four two bedroom with lofts;
   - Two two bedrooms;
   - Three one bedrooms;
   - Each unit will have individual washers and dryers and private balconies;

Planned Development District Standards and Responses

Section 62-67(4) lists the standards shall apply in the review of all general or detailed plans proposed for the Planned Development District. The standards and this submittals responses are as follows:

a) "*The uses proposed in the planned development shall be in general conformance with the Village Comprehensive Plan*". The proposed Detailed Plan for Phase 4 Development is in general conformance with the "Mixed-use Lakeview Village Subdistrict" guidelines of the "Terminal and Triangle District Plan".
b) "*The establishment, maintenance or operation of the uses proposed in the planned development shall not substantially impair or diminish the use, value and enjoyment of other properties within the neighborhood*". The proposed Phase 4 Development will be an asset to the neighborhood and proposed building and pavement setbacks are sufficient so as to not negatively impact the neighboring buildings.

c) “*Traffic circulation into and within the development shall be designed to minimize traffic congestion and traffic hazards, provide for the accessibility of all uses and buildings and also provide for the safe and convenient movement of both vehicles and pedestrians*”. The proposed parking stalls will connect to a 24’ wide driveway and will provide safe and convenient movement of vehicles. The proposed sidewalk will connect to existing sidewalks and will provide safe movement for pedestrians.

d) “*The planned development shall incorporate environmental design considerations, including the preservation of topography, trees and ground cover, streams and natural bodies of waters, and other significant natural features and control of erosion and runoff in accord with the Village Erosion Control and Stormwater Management Ordinances*”. There are no existing environmental features to preserve. The proposed development will include storm sewer, rain garden, and detention pond to meet Village Erosion Control and Stormwater Management Ordinances. The Landscape Plan will meet Village landscaping ordinances.

e) “*The planned development shall provide for convenient and harmonious groups of buildings, structures and uses; and buildings shall be spaced and sited to ensure adequate safety, light, ventilation and privacy*”. The three existing and one proposed building will be designed with similar materials and architectural style and will be located over thirty-three feet apart to maximize privacy.

f) The following provisions shall apply:

   a. “*In a planned development for residential use, adequate open space and recreational areas shall be provided in appropriate locations, and all public and common open spaces shall be designed and located to provide safe and convenient access to residents*”. There is a proposed grass volleyball/ice rink proposed as a part of this planned development. The planned development currently includes a playground, and the lawn and landscaped areas provide a common open space that is safe and accessible to residents. Also nearby are Brandt Park, the bike trail, and McDaniel Park which also provide additional recreational opportunities.

   b. “*Planned Development District housing impacts on community resources in the same manner as other new developments, which are characterized by division of land into lots. In particular, the additional population density places demands upon Village parks and recreation areas. Accordingly, each dwelling unit newly established shall be required to dedicate land or provide fees in lieu of land, in accordance with the procedures set forth in Section 62-64.*” The existing 74 dwelling units and proposed 27 dwelling units will provide fees-in-lieu of parkland dedication, Park Improvement fees, and Library Impact fees.

g) “*The planned development will not adversely affect the ability of public agencies to provide school or other municipal services*”. The planned development will include a street connection to Terminal Drive which will improve vehicular traffic circulation within the existing Phase 1-3 development and assist with the fire access lane.

h) “*The width of street rights-of-way, width of paving, width and location of street or other paving, outdoor lighting, location of sewer and water lines, provision for stormwater drainage or other similar environmental engineering considerations shall be based on a determination and the appropriate standards necessary to implement the specific function in the specific situation; provided, however, that in no case shall standards be less than those necessary to ensure the public safety and welfare as determined by the Village*”. The proposed drive aisles are 24’ wide to accommodate two way traffic and sufficient distance to back up from 18’ deep parking stalls. Sidewalk widths are proposed to be 5’ wide which is a sufficient width for pedestrian traffic. Bollard lights and parking lot lights are provided to provide sufficient outdoor lighting. The Village and WDNR stormwater requirements will be met with the existing detention pond and proposed infiltration devices which will take advantage of the existing sandy soils.

i) "*The proponents of a Planned Development District application shall provide evidence satisfactory to the Village Board of its economic feasibility of available adequate financing and that it would not adversely affect the economic prosperity of the Village or the values of surrounding properties*". The applicant will provide a personal financial statement for the Village attorney review. The applicant has received many compliments from Village residents over the years regarding the phase 1 – 3 buildings and feels that the phase 4 development will be received similarly and will be viewed as a benefit to the Village and not adversely affect surrounding properties;

j) "*The proponents of a Planned Development District shall submit a reasonable schedule for the implementation of the development of the development to the satisfaction of the Village Board, including suitable provisions for assurance that each phase could be brought to completion in a manner that would not result in an adverse effect upon the community as a result of termination at that point*". The proposed phase 4 building anticipated completion date is May 31, 2022.

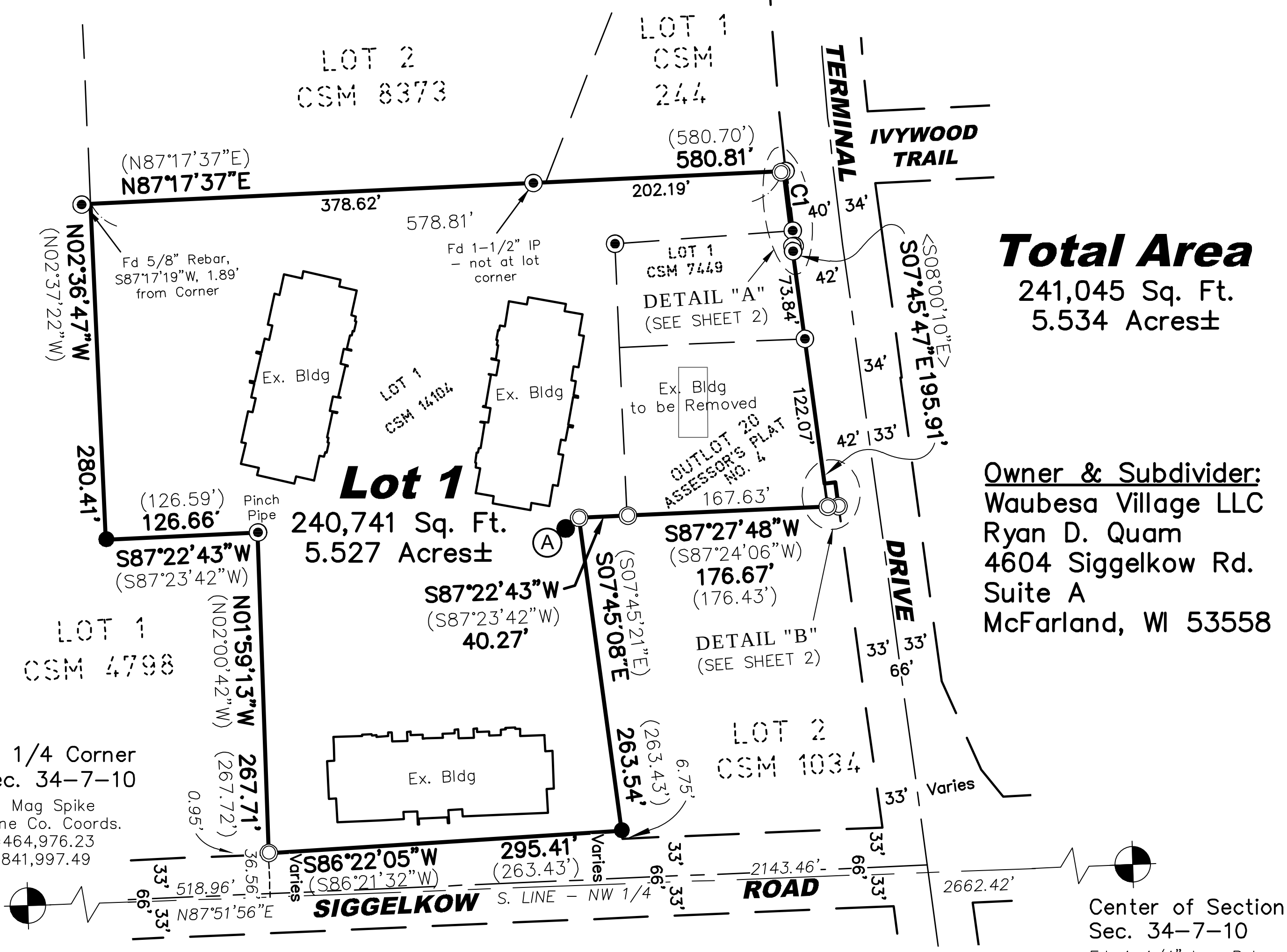
DANE COUNTY CERTIFIED SURVEY MAP # __________

C.S.M. No. __________

Doc. No. ____________

Vol. _____ Page _____

Lot 1 of Certified Survey Map No. 14104, Outlot 20 of Assessor's Plat No. 4 - Township of Blooming Grove, and Lot 1 of Certified Survey Map No. 7449, all being located in the SW 1/4 of the NW 1/4 of Section 34, T7N., R10E., Village of McFarland, Dane County, Wisconsin



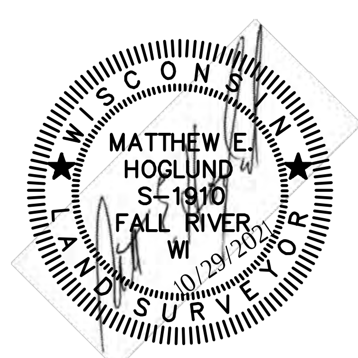
Total Area

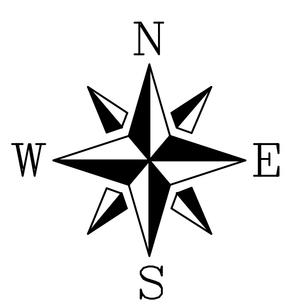
241,045 Sq. Ft.
5.534 Acres±

Owner & Subdivider:
Waubesa Village LLC
Ryan D. Quam
4604 Siggelkow Rd.
Suite A
McFarland, WI 53558

Notes:

1. See Sheet 2 for Details "A" and "B".
2. See Sheet 2 for Curve Data.
3. This CSM was done without benefit of a Title Report and may not depict all matters of title that affect the property shown hereon.





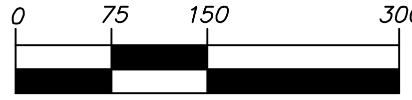
Bearings are referenced to the South line of the Northwest 1/4 of Section 34, which is measured to bear North 87°51'56" East on the Dane County Coordinate System - NAD 83 (2011).

LEGEND

◉	Found 1" Iron Pipe, Unless Noted
●	Found 3/4" Rebar
◎	3/4" by 24" Iron Rebar Set Weighing 1.5 lbs./ft.
(303.63')	Record Data per CSM 14104
[303.63']	Record Data per CSM 8373
{303.63'}	Record Data per CSM 244
<303.63'>	Record Data per CSM 7449
———	Boundary Line
—— ——	Existing R/W Line
— —— —	Platted Lot Line
—— – – ——	Section Line

(A) Also a Fd. 1-1/2" I.P. lies S61°28'55"W, 1.46' from corner

GRAPHIC SCALE



(IN FEET)

QUAM ENGINEERING, LLC

4604 SIGGLEKOW ROAD - SUITE A McFARLAND, WI 53558
608-838-7750 www.quamengineering.com
Project # RQ-02-15

SHEET 1 OF 5

DANE COUNTY
CERTIFIED SURVEY MAP # ___________

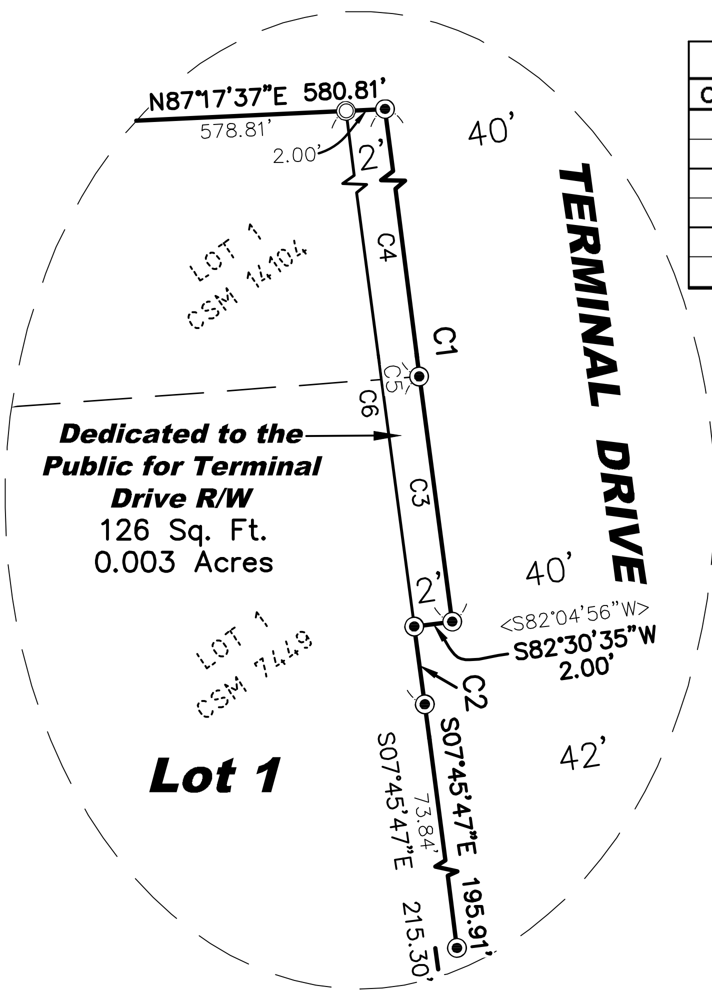
C.S.M. No. __________

Doc. No. ____________

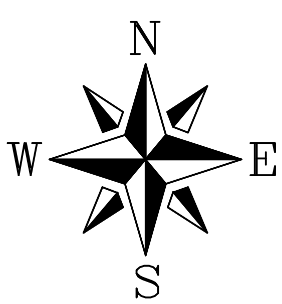
Vol. _____ Page _____

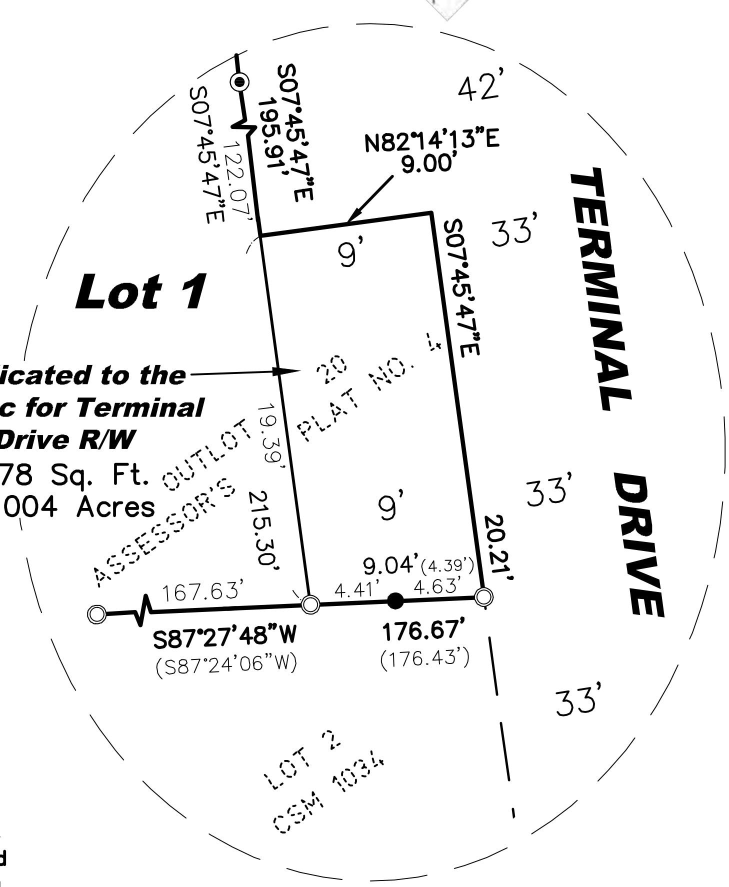
Lot 1 of Certified Survey Map No. 14104, Outlot 20 of Assessor's Plat No. 4 - Township of Blooming Grove, and Lot 1 of Certified Survey Map No. 7449, all being located in the SW 1/4 of the NW 1/4 of Section 34, T7N., R10E., Village of McFarland, Dane County, Wisconsin

CURVE DATA TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	2905.00'	01°14'35"	63.03'	S07°03'40"E - 63.03'
C2	2907.00'	00°04'50"	4.09'	S07°43'22"E - 4.09'
C3	2905.00'	00°15'14"	12.88'	S07°33'20"E - 12.88'
C4	2905.00'	00°59'21"	50.15'	S06°56'02"E - 50.15'
C5	2907.00'	01°14'44"	63.20'	S07°03'35"E - 63.20'
C6	2907.00'	01°19'34"	67.29'	S07°06'00"E - 67.29'



DETAIL "A"
SCALE: 1"=10'





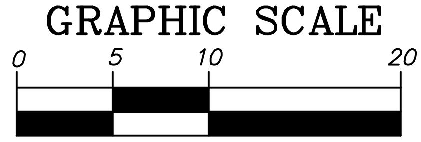
Bearings are referenced to the South line of the Northwest 1/4 of Section 34, which is measured to bear North 87°51'56" East on the Dane County Coordinate System – NAD 83 (2011).

DETAIL "B"
SCALE: 1"=10'

LEGEND

⦿	Found 1" Iron Pipe, Unless Noted
●	Found 3/4" Rebar
◎	3/4" by 24" Iron Rebar Set Weighing 1.5 lbs./ft.
(303.63')	Record Data per CSM 14104
[303.63']	Record Data per CSM 8373
{303.63'}	Record Data per CSM 244
<303.63'>	Record Data per CSM 7449
———	Boundary Line
—— ——	Existing R/W Line
— —— —	Platted Lot Line
—— – – ——	Section Line

GRAPHIC SCALE



QUAM ENGINEERING, LLC

4604 SIGGLEKOW ROAD – SUITE A McFARLAND, WI 53558

608–838–7750 www.quamengineering.com

Project # RQ–02–15

SHEET 2 OF 5

Drawn By: MEH
Project # RQ-02-15

DANE COUNTY
CERTIFIED SURVEY MAP #_______

Lot 1 of Certified Survey Map No. 14104, Outlot 20 of Assessor's Plat No. 4 - Township of Blooming Grove, and Lot 1 of Certified Survey Map No. 7449, all being located in the SW 1/4 of the NW 1/4 of Section 34, T7N., R10E., Village of McFarland, Dane County, Wisconsin

SURVEYOR'S CERTIFICATE:

I, Matthew E. Hoglund, Registered Land Surveyor, do hereby certify to the best of my knowledge and belief, that I have surveyed, divided, and mapped the following Certified Survey being:

Lot 1 of Dane County Certified Survey Map No. 14104, recorded in Volume 95 of Certified Survey Maps on Pages 54 through 56 as Document No. 5192757 of Dane County Records.

Outlot 20 of Assessor's Plat No. 4 - Town of Blooming Grove, recorded in Volume 13 of Plats on Pages 15 and 16 as Document No. 777053 of Dane County Records.

Lot 1 of Dane County Certified Survey Map No. 7449, recorded in Volume 38 of Certified Survey Maps on Pages 214 through 216 as Document No. 2602577 of Dane County Records.

all being located in the Southwest 1/4 of the Northwest 1/4 of Section 34, Township 7 North, Range 10 East, Village of McFarland, Dane County, Wisconsin, containing 241,045 square feet or 5.534 acres, more or less.

BEING SUBJECT TO all easements and agreements, if any, of record and/or fact.

I further certify, to the best of my knowledge and belief, that this map is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made; that I have made such survey, land division, and map by the direction of Ryan D. Quam of Waubesa Village LLC, the owner of said land; that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the Village of McFarland Subdivision Regulations in surveying, dividing, and mapping the same.

Dated this 29th day of October, 2021.

WISCONSIN MATTHEW E. HOGLUND S-1910 FALL RIVER WI LAND SURVEYOR

Quam Engineering, LLC
By: Matthew E. Hoglund
P.L.S. S-1910

VILLAGE OF McFARLAND PLAN COMMISSION CERTIFICATE:

This land division is hereby approved by the Plan Commission of the

Village of McFarland on this ____ day of ____________________, 2021.

____
Cassandra Suettinger, Clerk, Village of McFarland

C.S.M. No. __________

Doc. No. ____________

Vol. _____ Page _____

Drawn By: MEH
Project # RQ-02-15

DANE COUNTY
CERTIFIED SURVEY MAP #_______

Lot 1 of Certified Survey Map No. 14104, Outlot 20 of Assessor's Plat No. 4 - Township of Blooming Grove, and Lot 1 of Certified Survey Map No. 7449, all being located in the SW 1/4 of the NW 1/4 of Section 34, T7N., R10E., Village of McFarland, Dane County, Wisconsin

OWNERS CERTIFICATE:

Waubesa Village LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said company caused the land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as represented on this map. Waubesa Village LLC, does further certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Village of McFarland

IN WITNESS WHEREOF, the said ouffiou Waubesa Village LLC has caused these presents to be signed by Ryan D, Quam, Managing Member, at ____________________, Wisconsin, and its corporate seal to be hereunto affixed on this ________, day of ________________, 20__.

In the presence of: ______________________ _____________________

STATE OF WISCONSIN)
COUNTY DANE) SS

Personally came before me this ___ day of ________________, 20___, Ryan D. Quam, Managing Member of the above named Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be a partner of said Limited Liability Company and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) ________________________ Notary Public, __________________, Wisconsin

My commission expires _________________.

WISCONSIN
MATTHEW E.
HOGLUND
S-1910
FALL RIVER
WI
10/29/2021
LAND SURVEYOR

VILLAGE OF McFARLAND BOARD CERTIFICATE:

Resolved, that this Certified Survey Map is hereby approved and dedications accepted by the Village Board of the Village of McFarland

Dated this ___ day of __________________, 2021.

____
Cassandra Suettinger, Clerk, Village of McFarland

REGISTER OF DEEDS CERTIFICATE:

Received for recording this ___ day of _____________, 20___, at ___________ o'clock __M. and

recorded in Volume _____of Certified Survey Maps on Pages _____________

as Document No. _______________.

____
Kristi Chlebowski, Dane County Register of Deeds

SHEET 4 OF 5

Drawn By: MEH
Project # RQ-02-15

DANE COUNTY
CERTIFIED SURVEY MAP #_______

Lot 1 of Certified Survey Map No. 14104, Outlot 20 of Assessor's Plat No. 4 - Township of Blooming Grove, and Lot 1 of Certified Survey Map No. 7449, all being located in the SW 1/4 of the NW 1/4 of Section 34, T7N., R10E., Village of McFarland, Dane County, Wisconsin

CONSENT OF CORPORATE MORTGAGEE:

State Bank of Cross Plains, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedication of the land described on this map, and does hereby consent to the above certificate of Waubesa Village LLC, owner.

IN WITNESS WHEREOF, the said ____ has caused these presents to be signed by _____________________, its President, and countersigned by _____________________, its Secretary (cashier), at ____________________, Wisconsin, and its corporate seal to be hereunto affixed on this ________, day of ________________, 20__.

In the presence of:

_____________________ ______________________ (Corporate Seal)

____ , Date: ____________
By: President

____ , Date: ____________
By: Secretary (Cashier)

STATE OF WISCONSIN)
____________COUNTY) SS

Personally came before me this ___ day of ________________, 20___, ____________________, its President, and countersigned by _____________________, its Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary(cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) ________________________ Notary Public, __________________, Wisconsin

My commission expires _________________.

CONSENT OF CORPORATE MORTGAGEE:

Village of McFarland, a _______________________________ duly organized and existing under and by virtue of the laws of the State of Wisconsin, as mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedication of the land described on this map, and does hereby consent to the above certificate of Waubesa Village LLC, owner.

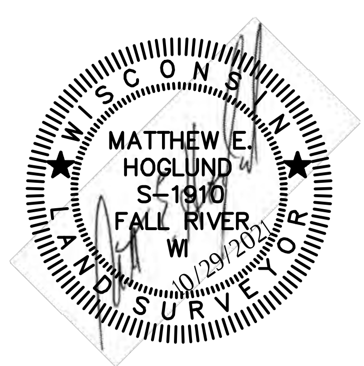
IN WITNESS WHEREOF, the said ____ has caused these presents to be signed by _____________________, its ____________________, and countersigned by _____________________, its ______________________, at ____________________, Wisconsin, and its corporate seal to be hereunto affixed on this ________, day of ________________, 20__.

In the presence of:

_____________________ ______________________ (Corporate Seal)

____ , Date: ____________
By: Title

____ , Date: ____________
By: Title



STATE OF WISCONSIN)
____________COUNTY) SS

Personally came before me this ___ day of ________________, 20___, ____________________, its ___________________, and countersigned by _____________________, its __________________ of the above named _____________________, to me known to be the persons who executed the foregoing instrument, and to me known to be such ___________________ and ______________________of said ___________________, and acknowledged that they executed the foregoing instrument as such officers as the deed of said ______________________________, by its authority.

(Notary Seal) ________________________ Notary Public, __________________, Wisconsin

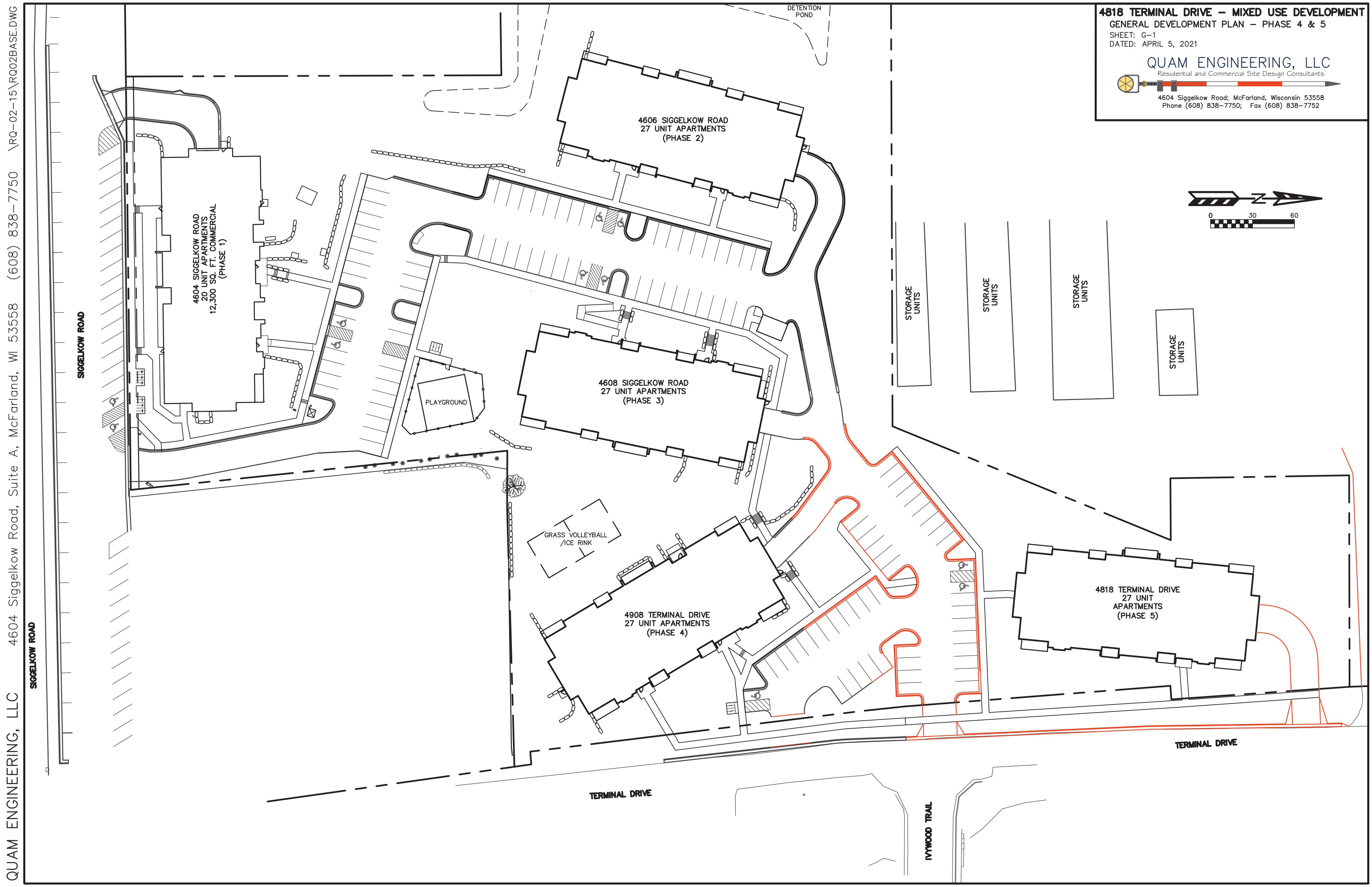
My commission expires _________________.

C.S.M. No. ___________

Doc. No. _____________

Vol. _____ Page _____

SHEET 5 OF 5


4818 TERMINAL DRIVE – MIXED USE DEVELOPMENT
GENERAL DEVELOPMENT PLAN – PHASE 4 & 5
SHEET: G-1
DATED: APRIL 5, 2021
QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants
4604 Siggelkow Road; 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 \RQ-02-15\RQ02BASE.DWG
DETENTION POND
4606 SIGGELKOW ROAD
27 UNIT APARTMENTS
(PHASE 2)
4604 SIGGELKOW ROAD
20 UNIT APARTMENTS
12,300 SQ. FT. COMMERCIAL
(PHASE 1)
4608 SIGGELKOW ROAD
27 UNIT APARTMENTS
(PHASE 3)
PLAYGROUND
GRASS VOLLEYBALL /ICE RINK
4908 TERMINAL DRIVE
27 UNIT APARTMENTS
(PHASE 4)
4818 TERMINAL DRIVE
27 UNIT
APARTMENTS
(PHASE 5)
STORAGE UNITS
STORAGE UNITS
STORAGE UNITS
STORAGE UNITS
SIGGELKOW ROAD
SIGGELKOW ROAD
TERMINAL DRIVE
TERMINAL DRIVE
IVYWOOD TRAIL
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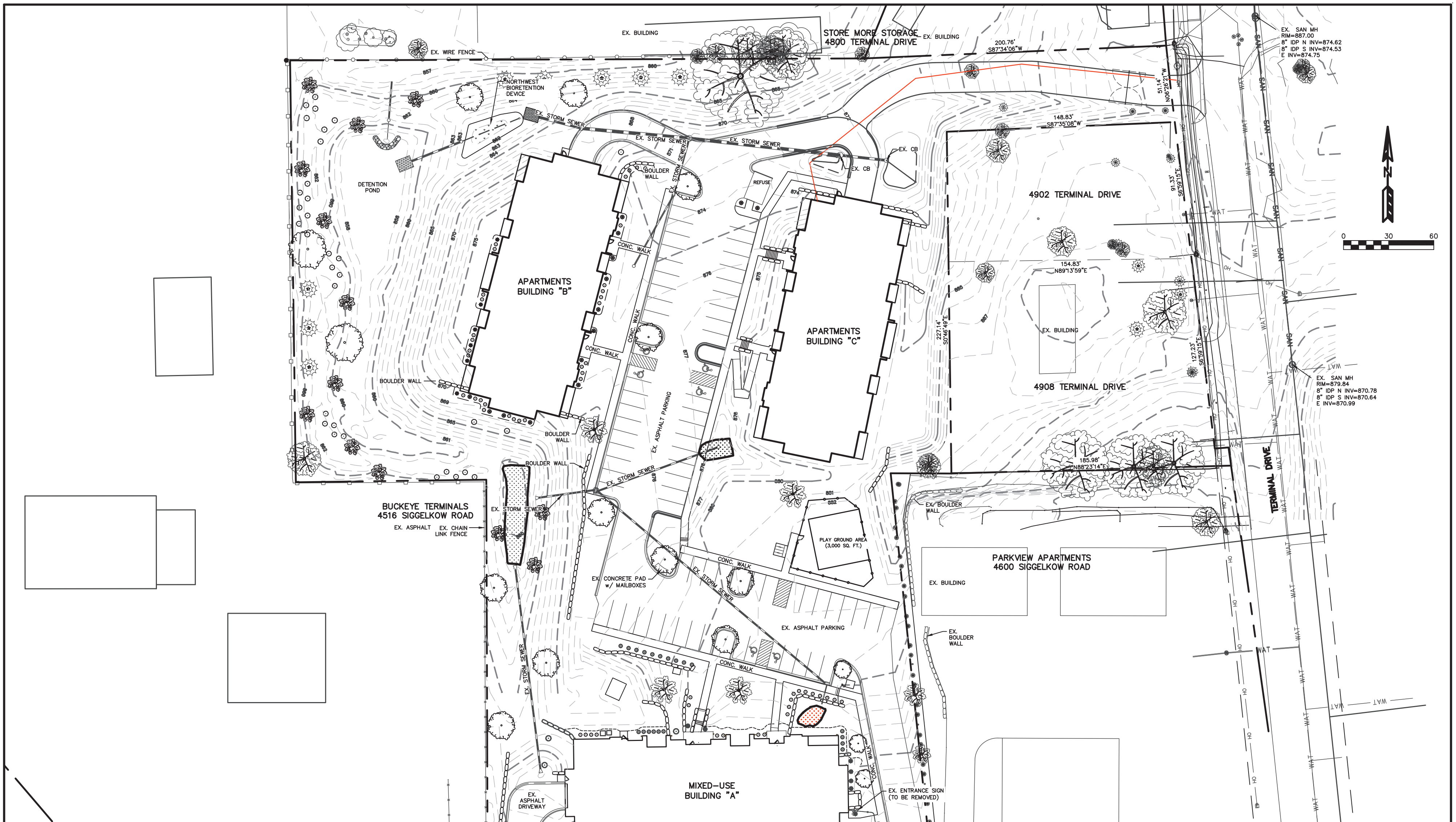
0 30 60



4908 TERMINAL DRIVE – APARTMENTS

EXISTING SITE PLAN – PHASE 4

SHEET: C-1

DATED: APRIL 5, 2021

QUAM ENGINEERING, LLC

Residential and Commercial Site Design Consultants

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 \RQ-02-15\RQ02BASE.DWG

\RQ-02-15\RQ02BASE.DWG

SITE INFORMATION BLOCK – PHASE 4

Site Address 4908 TERMINAL DRIVE
Site acreage (total) 5.56 ACRES
Proposed Zoning PD, PLANNED DEVELOPMENT
Phase 4 Surface Coverage:

Building	12,400 SQFT
Parking Lot/Asphalt Drive	11,175 SQFT
Sidewalk & Ret. Walls	760 SQFT
TOTAL IMPERVIOUS	24,335 SQFT

Maximum Building Height: 55' – 1"

RESIDENTIAL STALLS REQUIRED	STALLS REQUIRED
1-BEDROOM: 9 D.U. AT 2.0 STALLS	= 18 STALLS REQUIRED
2-BEDROOM: 18 D.U. AT 2.0 STALLS	= 36 STALLS REQUIRED
TOTAL REQUIRED:	= 54 STALLS REQUIRED

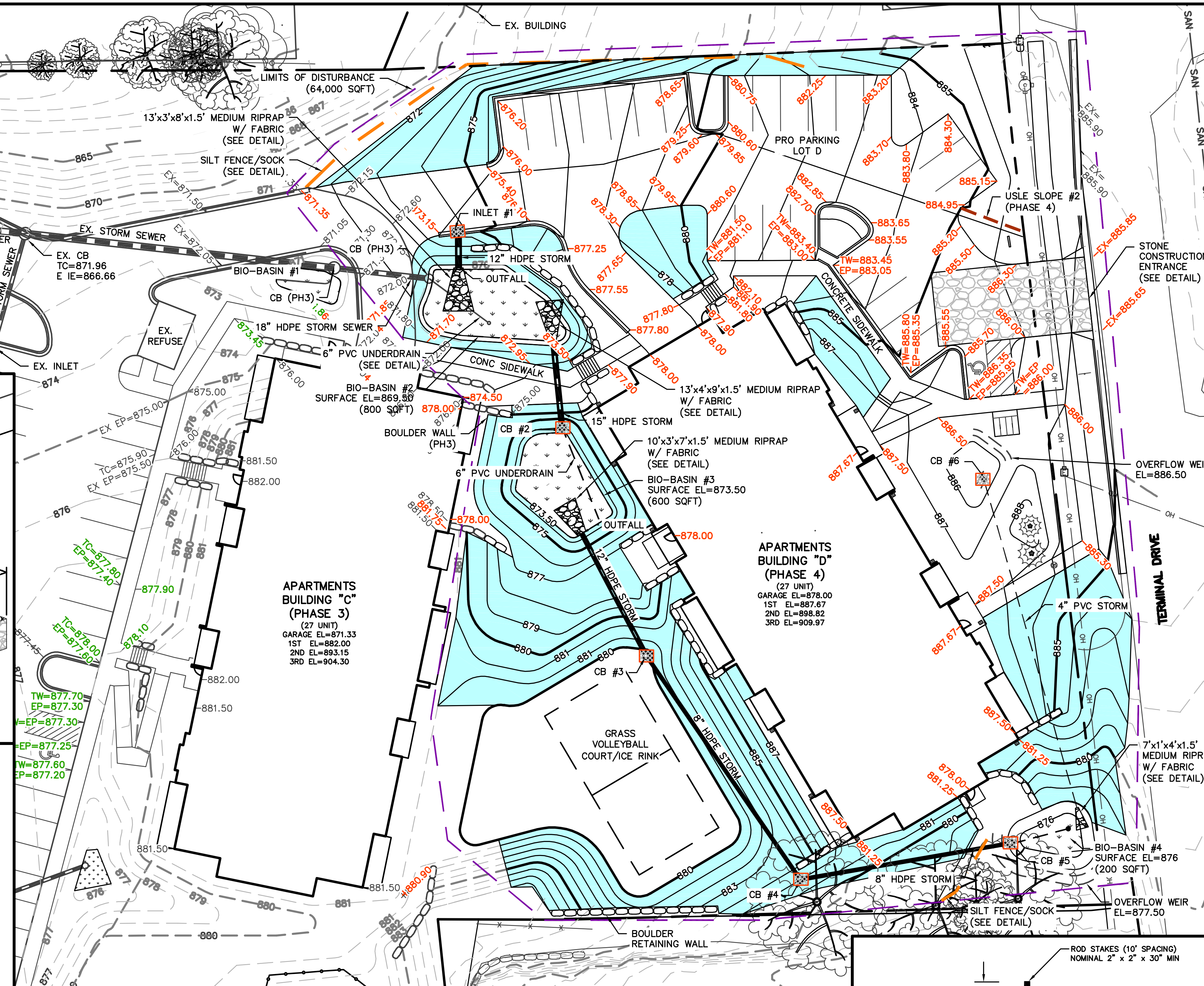
RESIDENTIAL STALLS PROVIDED	STALLS PROVIDED
SURFACE PARKING LOT	= 26 STALLS PROVIDED
UNDERGROUND PARKING LOT	= 28 STALLS PROVIDED
TOTAL PROVIDED:	= 54 STALLS PROVIDED

4908 TERMINAL DRIVE-APARTMENTS

SITE PLAN – PHASE 4
SHEET: C-2
DATED: JUNE 19, 2021

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants
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



EROSION NOTES:

THE STONE CONSTRUCTION ENTRANCE SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION. THE TRACKING PAD IS TO BE MAINTAINED BY THE CONTRACTOR IN A CONDITION, WHICH WILL PREVENT THE TRACK OF MUD OR DRY SEDIMENT ONTO THE ADJACENT PUBLIC STREETS. SEDIMENT REACHING THE PUBLIC ROAD 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 3:1.

EROSION MATTING AND ASSOCIATED RESTORATION TO BE COMPLETED WITHIN 14 DAYS OF FINISH GRADING.

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, 2021 – SEPTEMBER 22, 2021	INSTALL EROSION CONTROL DEVICES AND ROUGH GRADE SITE.
SEPTEMBER 22, 2021 – MAY 31, 2022	CONSTRUCT BUILDING "D" AND PARKING LOT "D" AND RESTORE DISTURBED AREAS.
MAY 1–30, 2022	INSTALL BIORETENTION BASINS #2, #3, & #4 AND INFILTRATION AREA.

RESTORATION NOTES:

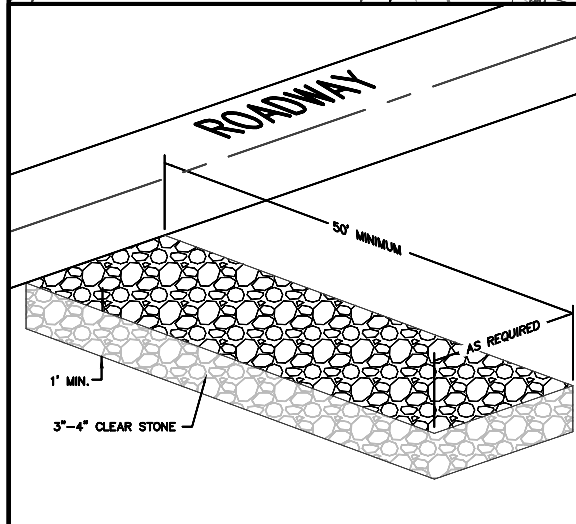
ALL PERVIOUS DISTURBED AREAS SHALL RECEIVE A MINIMUM OF FOUR (4) INCHES OF TOPSOIL, FERTILIZER, SEED AND MULCH. RESTORATION WILL OCCUR AS SOON AFTER THE DISTURBANCE AS PRACTICAL. SEED MIXTURE 40 SHALL BE USED ON ALL AREAS. MIXTURES SHALL BE IN ACCORDANCE WITH SECTION 630 OF D.O.T. SPECIFICATIONS. AN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

SEED MIXTURES SHALL BE APPLIED AT THE RATE OF FOUR (4) POUNDS PER 1,000 SQUARE FEET. FERTILIZER 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 2 TONS PER ACRE.

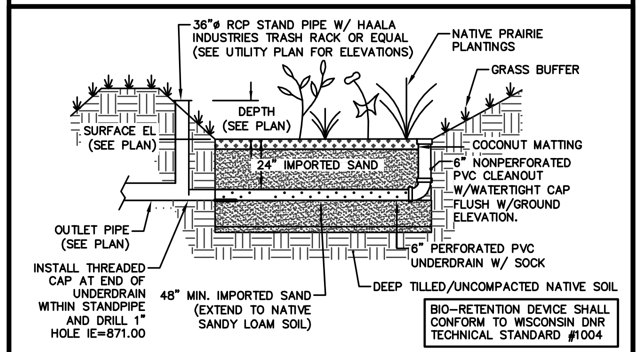
FERTILIZER SHALL MEET THE MINIMUM REQUIREMENTS THAT FOLLOW: NITROGEN, NOT LESS THAN 16%; PHOSPHORIC ACID, NOT LESS THAN 8%; POTASH, NOT LESS THAN 8%.

OWNER:
WAUBESA VILLAGE, LLC
ATTN: RYAN QUAM
4604 SIGGELKOW ROAD
MCFARLAND, WI 53558

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

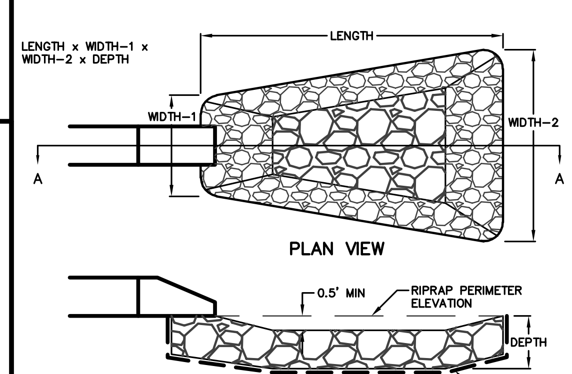


STONE CONSTRUCTION ENTRANCE



NATIVE PRAIRIE 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.
NATIVE SOILS IN INFILTRATION AREA TO BE DEEP TILLED PRIOR TO INSTALLATION OF IMPORTED SOILS.
TO PREVENT COMPACTION OF IMPORTED SOILS AND SUBSOILS, CONTRACTOR SHALL PROTECT AGAINST MACHINERY ENTERING OR COMPACTING THE INFILTRATION AREA.

PHASE 4, #3 BIO-RETENTION DETAIL

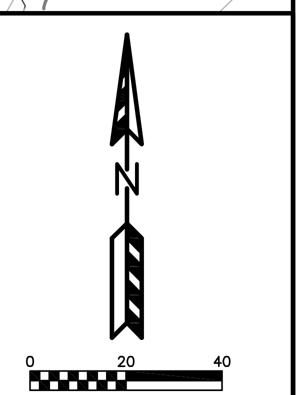


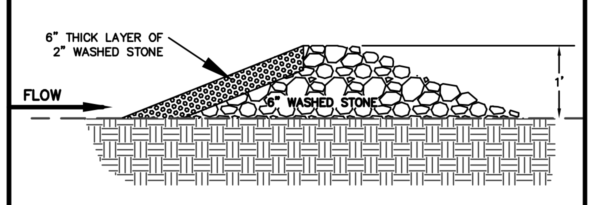
% PASSING BY WEIGHT	SIZE (INCHES)
100	20
50–85	15
20–50	10
5–20	5
0–5	2

SIZES CALCULATED IN BEST D.5.2

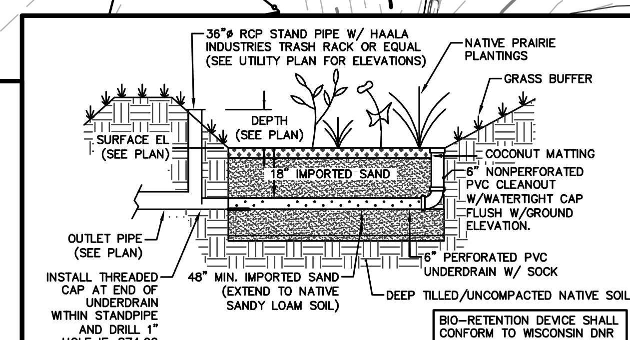
RIPRAP SHALL BE PLACED AS DEFINED IN SECTION 606 OF WISCONSIN D.O.T. SPECIFICATIONS. STONE PIECES SHALL BE WELL GRADED, RANGING IN DIAMETER AS DESCRIBED IN THE ADJACENT CHART.

RIPRAP DETAIL





ROCK CHECK DAM DETAIL



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NATIVE SOILS IN INFILTRATION AREA TO BE DEEP TILLED PRIOR TO INSTALLATION OF IMPORTED SOILS.
TO PREVENT COMPACTION OF IMPORTED SOILS AND SUBSOILS, CONTRACTOR SHALL PROTECT AGAINST MACHINERY ENTERING OR COMPACTING THE INFILTRATION AREA.

PHASE 4, #4 BIO-RETENTION DETAIL

– INSTALL FLEXSTORM CATCH-IT INLET PROTECTION.

– INSTALL WISDOT CLASS 1 TYPE B EROSION MATTING.

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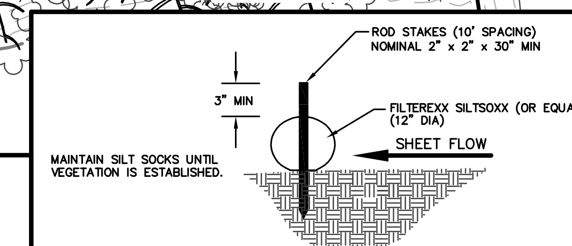
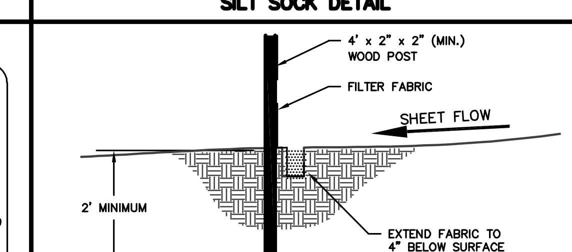
WIS. STATUTE 182.0175 (1974) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE



SILT SOCK DETAIL



SILT FENCE CONSTRUCTION (SHEET FLOW)

4908 TERMINAL DRIVE-APARTMENTS
GRADING AND EROSION CONTROL PLAN
SHEET C-3
DATED: JUNE 19, 2021

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants
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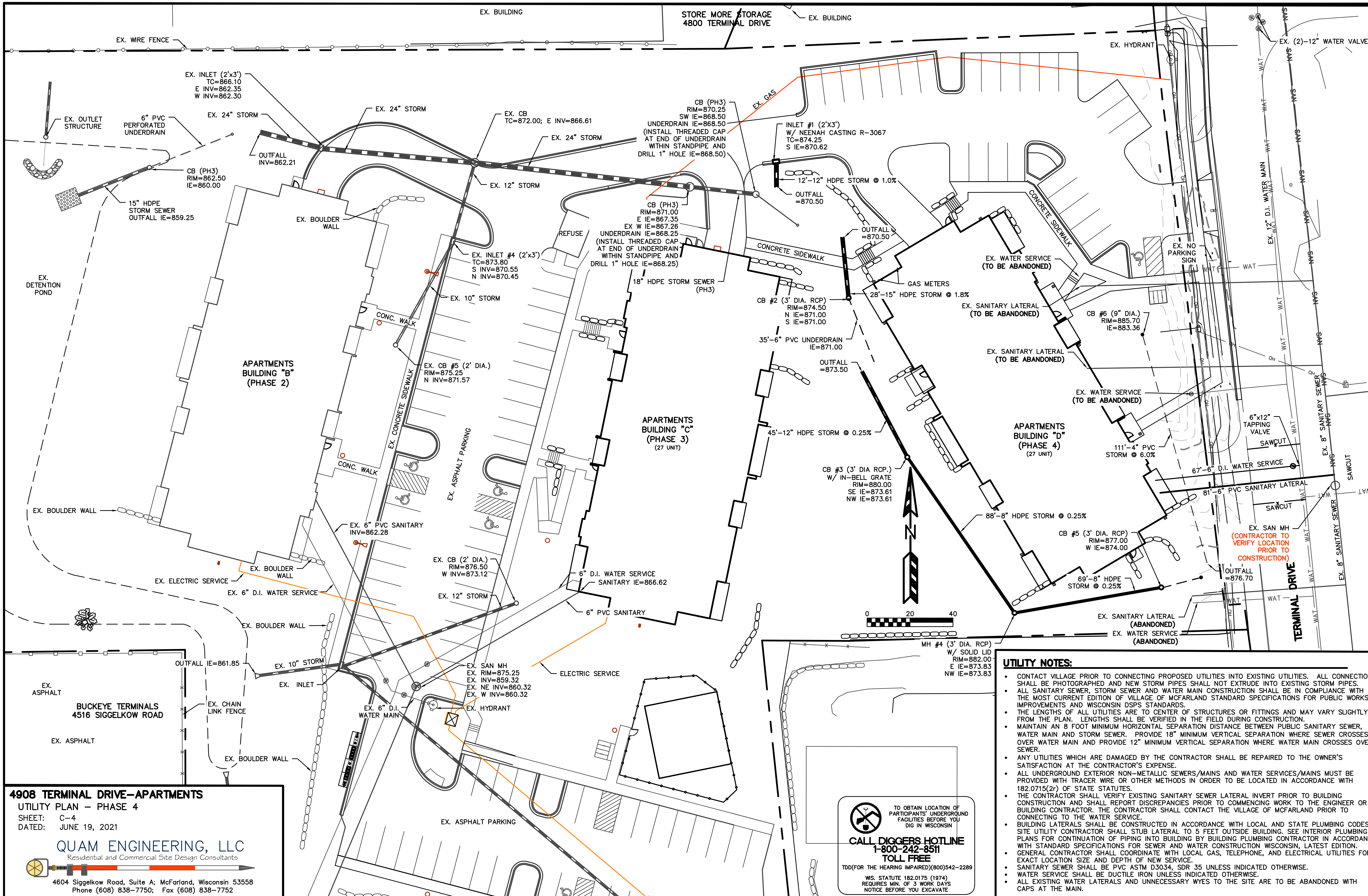
Phone (608) 838-7750; Fax (608) 838-7752

QUAM ENGINEERING, LLC 4604 Siggelkow Road, Suite A, McFarland, WI 53558 (608) 838-7750

QUAM ENGINEERING, LLC 4604 Siggelkow Road, Suite A, McFarland, WI 53558 (608) 838-7750 \RQ-02-15\RQ02BASE.DWG



4908 TERMINAL DRIVE-APARTMENTS

UTILITY PLAN – PHASE 4

SHEET: C-4

DATED: JUNE 19, 2021

QUAM ENGINEERING, LLC

Residential and Commercial Site Design Consultants

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Phone (608) 838-7750; Fax (608) 838-7752

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.
- 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 INTERIOR PLUMBING PLANS FOR CONTINUATION 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 LATERALS AND UNNECESSARY WYES TO THE SITE ARE TO BE ABANDONED WITH CAPS AT THE MAIN.

\RQ-02-15\RQ02BASE.DWG

Landscape Worksheet (Phase 4)

Terminal Drive - Apartments

Village of McFarland

Landscape Point Calculations

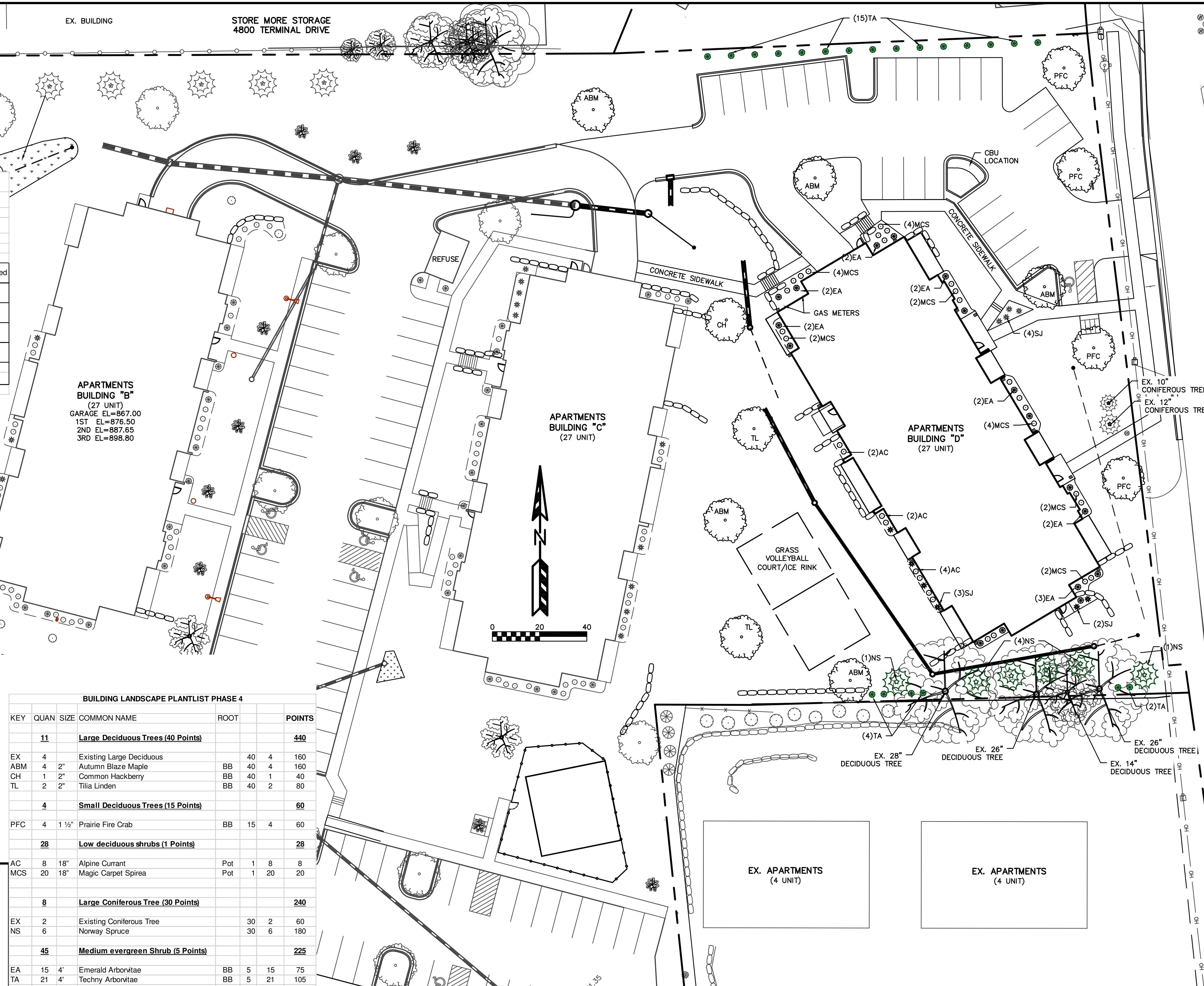
Minimum Points Required for CG Zoning District

	Site Measurement	Points Calculation	Points Required
Building Foundation (FT)	616 FT	40 Per 100 FT	247
G.F.A. (SF)	37,165 SF	10 Per 1,000 SF	372
Street Frontage FT)	282 FT	40 Per 100 FT	113
Paved Area (SQ)	12,973 SF	80 Per 10,000 SF	104

836 Total Points Required (Phase 4)

(Ord. No. 2011-06, 1, 5-23-2011)

Points Required - Phase 1	838
Points Required - Phase 2	677
Points Required - Phase 3	677
Points Required - Phase 4	836
Total Points Required	3028
Points Provided - Phase 1	1767
Points Provided - Phase 2	351
Points Provided - Phase 3	217
Points Provided - Phase 4	993
Total Points Provided	3328



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

BUILDING LANDSCAPE PLANTLIST PHASE 4

KEY	QUAN	SIZE	COMMON NAME	ROOT			POINTS
	11		**Large Deciduous Trees (40 Points)**				**440**
EX	4		Existing Large Deciduous		40	4	160
ABM	4	2"	Autumn Blaze Maple	BB	40	4	160
CH	1	2"	Common Hackberry	BB	40	1	40
TL	2	2"	Tilia Linden	BB	40	2	80
	4		**Small Deciduous Trees (15 Points)**				**60**
PFC	4	1 ½"	Prairie Fire Crab	BB	15	4	60
	28		**Low deciduous shrubs (1 Points)**				**28**
AC	8	18"	Alpine Currant	Pot	1	8	8
MCS	20	18"	Magic Carpet Spirea	Pot	1	20	20
	8		**Large Coniferous Tree (30 Points)**				**240**
EX	2		Existing Coniferous Tree		30	2	60
NS	6		Norway Spruce		30	6	180
	45		**Medium evergreen Shrub (5 Points)**				**225**
EA	15	4'	Emerald Arborvitae	BB	5	15	75
TA	21	4'	Techny Arborvitae	BB	5	21	105
SJ	9	24"	Sargent Juniper	Pot	5	9	45

4908 TERMINAL DRIVE – APARTMENTS

LANDSCAPE PLAN – PHASE 4

SHEET: C-5.3

DATED: JULY 23, 2021

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Residential and Commercial Site Design Consultants

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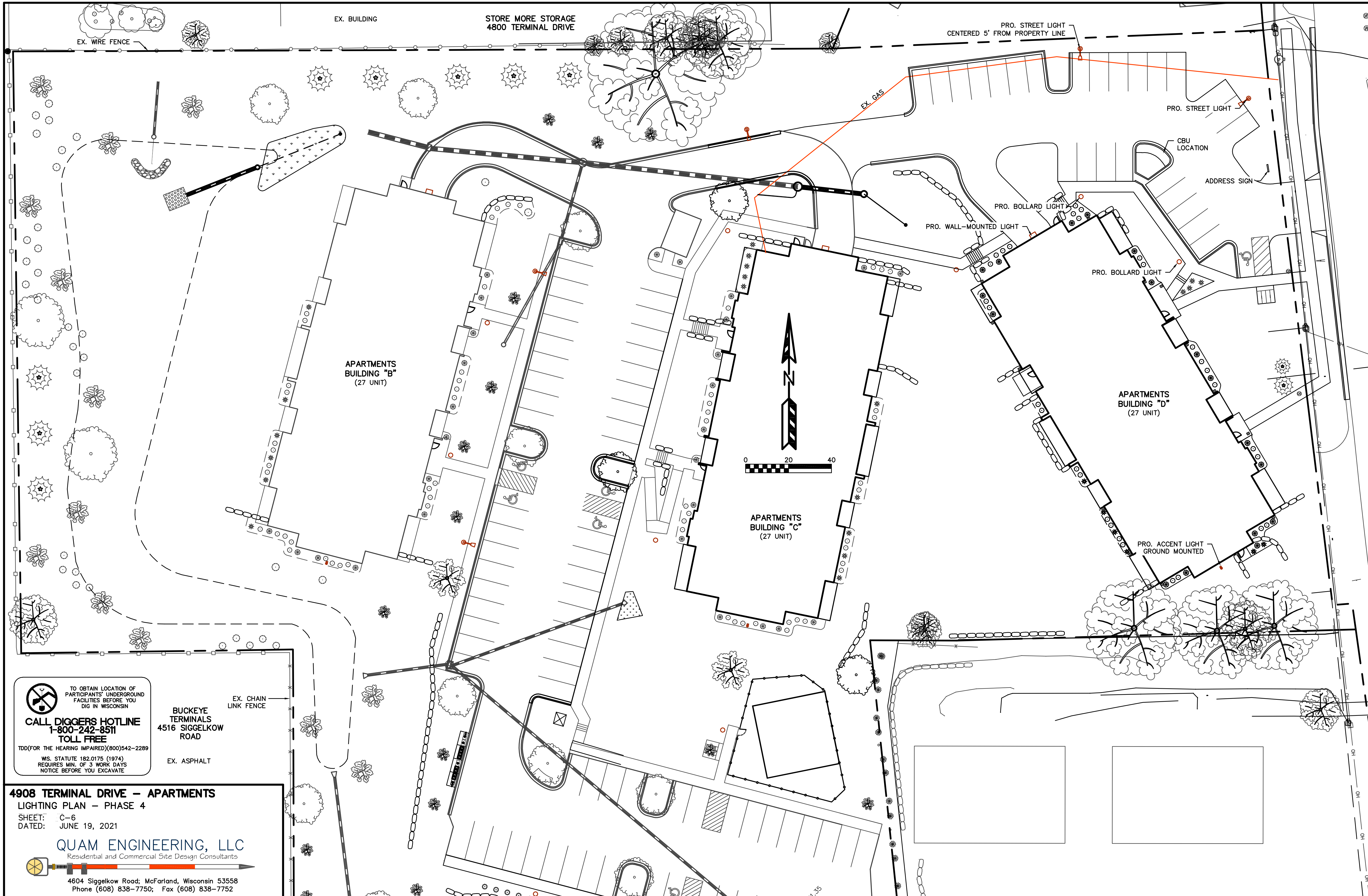

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WIS. STATUTE 182.0175 (1974) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

4908 TERMINAL DRIVE – APARTMENTS

LIGHTING PLAN – PHASE 4

SHEET: C-6
DATED: JUNE 19, 2021

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Residential and Commercial Site Design Consultants
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Sheet A-1 Rendering

2 **SOUTH ELEVATION**
1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

EXTERIOR ELEVATIONS GENERAL NOTES AND LEGEND

LEGEND

FCS-1	FIBER CEMENT SIDING	SW 6102 - PORTABELLO
FCS-2	FIBER CEMENT SIDING	SW 2803 - TERRA COTTA
FCP	FIBER CEMENT PANELS	JH - IRON GRAY
TRIM	VERTICAL REVEAL TRIM	TAMLYN - PAINTED TO MATCH SIDING
FCT	FIBER CEMENT TRIM	COLOR TO MATCH SOFFIT AND FASCIA 1X4 @ WINDOWS, TYP. 1X10 @ BAND BOARD 1X12 @ FRIEZE BOARD
STN	STONE VENEER	CYPRESS DRY STACK DUTCH QUALITY STONE WATER TABLE SILL - COLOR "BROWN" DUTCH QUALITY STONE PROVIDE SILL @ WINDOW BASE, HEAD AND TOP OF STONE
CMU	SPLIT-FACE CMU	COUNTY MATERIALS 01-034A CLIFF GRAY
PCS	PRE CAST SILL	
PCL	PRE CAST LINTEL	
PMF	PREFINISHED METAL FASCIA - MUSKET (ROLLEX)	
MR	METAL RAILING SYSTEM	

GENERAL NOTES

A. NOT ALL MASONRY PENETRATIONS SHOWN, COORDINATE WITH MEP CONTRACTORS.

B. REFER TO WINDOW TYPE SHEET A6.2 FOR ALL WINDOW INFORMATION.

C. CONTROL JOINTS CONTINUOUS FROM TOP OF FOUNDATION TO TOP OF WALL.

1 **EAST ELEVATION**
1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

4908 TERMINAL DRIVE MULTIFAMILY
EXTERIOR ELEVATIONS
SHEET: A2.1
DATED: MAY 10, 2021

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants
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4604 Siggelkow Road, Suite A – McFarland, Wisconsin 53558
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QUAM ENGINEERING, LLC 4604 Siggelkow Road, Suite A – McFarland, WI 53558 (608) 838-7750

EXTERIOR ELEVATIONS GENERAL NOTES AND LEGEND

LEGEND

FCS-1	FIBER CEMENT SIDING	SW 6102 - PORTABELLO
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GENERAL NOTES

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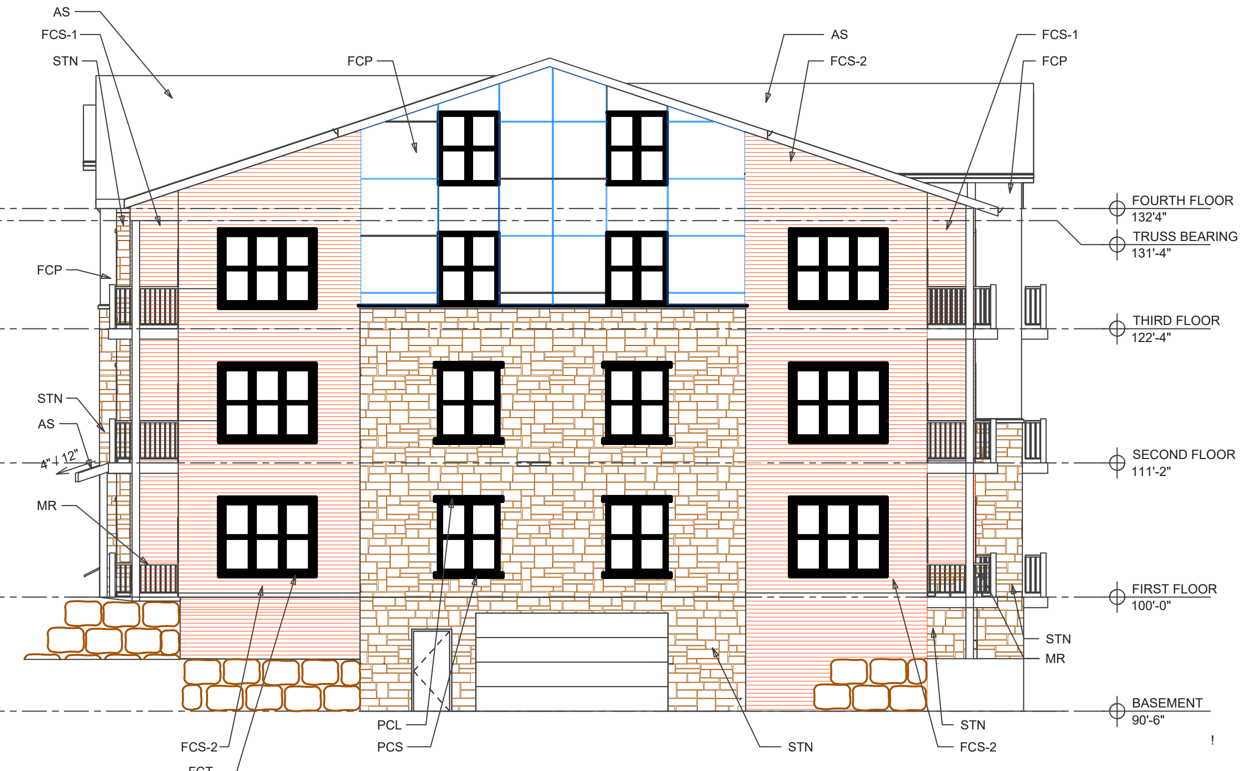
C. CONTROL JOINTS CONTINUOUS FROM TOP OF FOUNDATION TO TOP OF WALL.



1 NORTH ELEVATION
1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

2 WEST ELEVATION
1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

4908 TERMINAL DRIVE MULTIFAMILY
EXTERIOR ELEVATIONS
SHEET: A2.2
DATED: MAY 10, 2021

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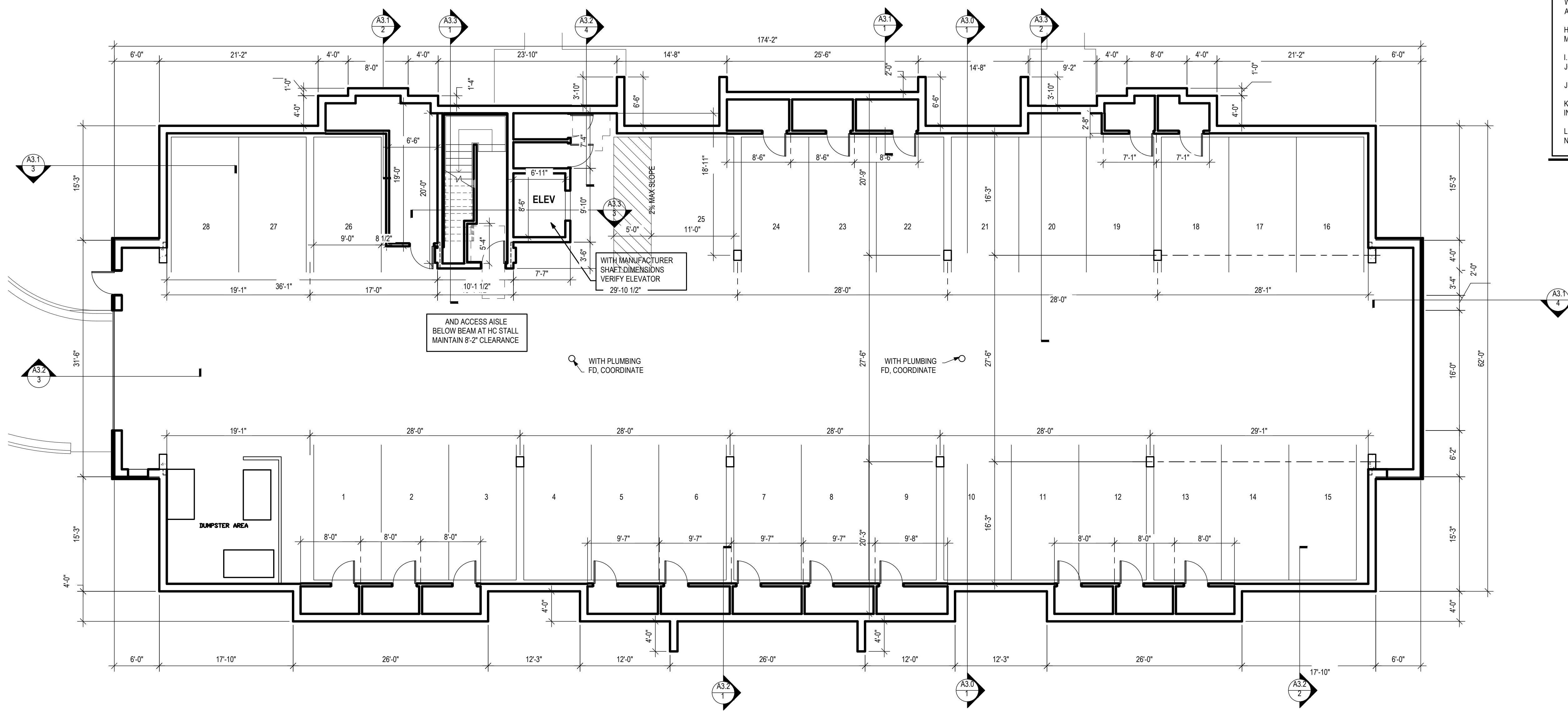

1 BASEMENT PLAN
1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

NORTH

0' 2' 4' 8'

FLOOR PLAN GENERAL NOTES

A. SEE SHEET A5.0 - 5.3 FOR LARGE SCALE PLANS.

B. SEE SHEET A6.2 FOR INTERIOR ELEVATIONS.

C. PROVIDE VERTICAL CONTROL JOINTS (CJ'S) WHERE STRUCTURAL SYSTEMS CHANGE, LOCATIONS THAT ARE PRONE TO CRACKING AND AS REQUIRED BY MANUFACTURES INSTALLATION RECOMMENDATIONS.

D. VERIFY SIZE AND LOCATIONS OF ALL MECHANICAL OPENINGS. GENERAL CONTRACTOR TO PAINT AND SEAL LOUVER PERIMETER, TYPICAL.

E. GENERAL CONTRACTOR TO PROVIDE CONCRETE EQUIPMENT PADS/CURBS AS REQUIRED FOR MECHANICAL/ELECTRICAL EQUIPMENT. VERIFY SIZE/PROFILE/LOCATION WITH PLUMBING/MECHANICAL/ ELECTRICAL.

F. GENERAL CONTRACTOR TO INSTALL FOAM FILLER AT ALL MASONRY WALL CONTROL/EXPANSION JOINTS AND SEAL BOTH SIDES (WALL REINFORCING TO DISCONTINUE AT JOINTS).

G. GENERAL CONTRACTOR TO PROVIDE WOOD BLOCKING BETWEEN WOOD/METAL STUDS AS REQUIRED FOR CASEWORK/HANDRAIL/TOILET ACCESSORIES ETC. MOUNTING.

H. PROVIDE VINYL CARPET EDGE AT ALL CARPET TO DISSIMILAR FLOOR MATERIALS UNLESS NOTED OTHERWISE (U.N.O.).

I. REFER TO EXTERIOR ELEVATIONS FOR EXTERIOR WALL CONTROL JOINTS.

J. VERIFY ALL ACTUAL CHASE DIMENSIONS WITH HVAC CONTRACTOR.

K. ADA CLEARANCE CIRCLES AND BOXES SHOWN ON PLAN ARE FOR INFORMATION PURPOSES ONLY.

L. DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD UNLESS NOTED OTHERWISE.

WAUBESA VILLAGE – PHASE IV
BASEMENT FLOOR PLAN
SHEET: A1.0
DATED: MAY 13, 2021

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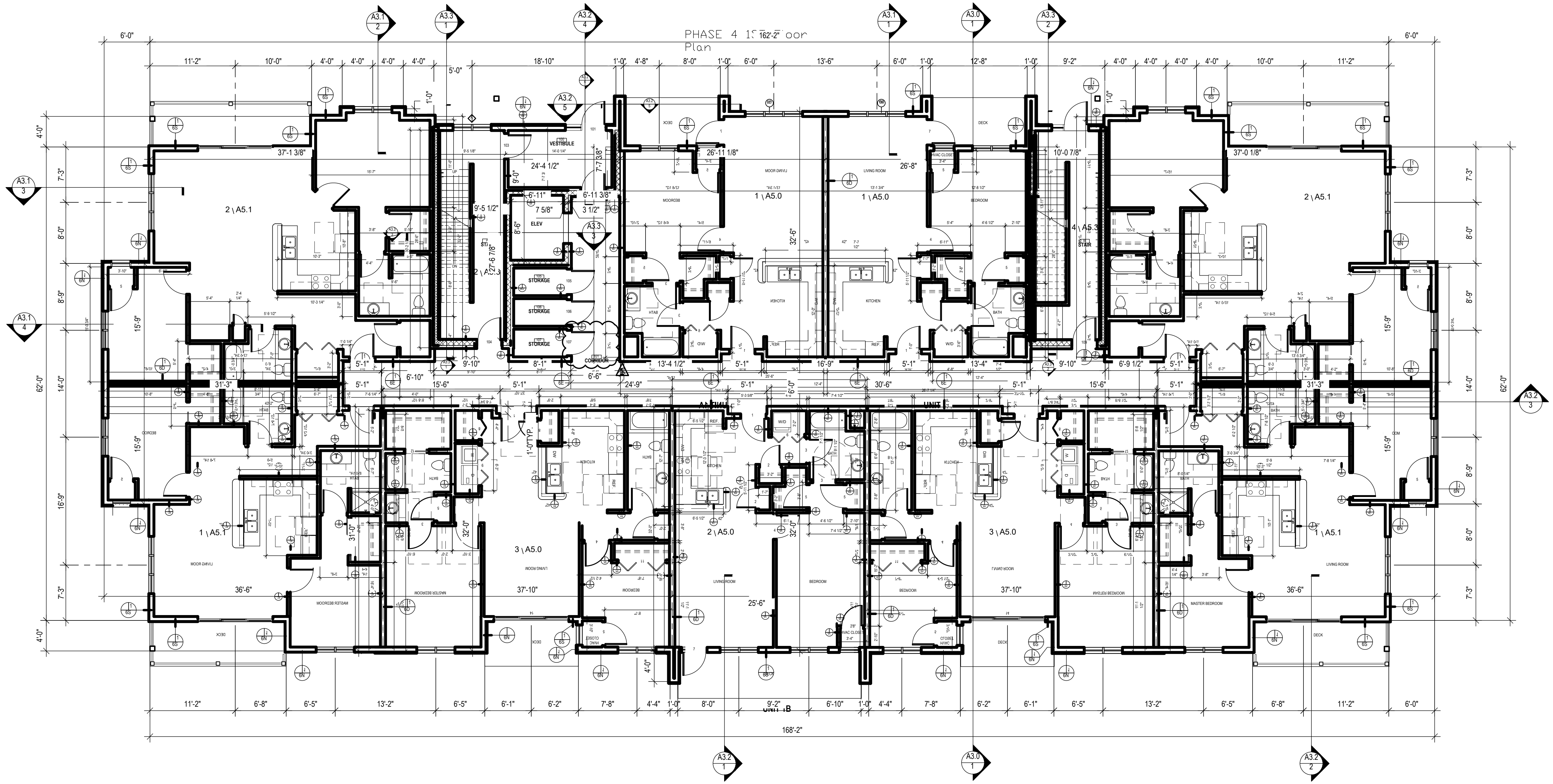

1 **FIRST FLOOR PLAN**
1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

NORTH

FLOOR PLAN GENERAL NOTES

A. SEE SHEET A5.0 - 5.3 FOR LARGE SCALE PLANS.

B. SEE SHEET A6.2 FOR INTERIOR ELEVATIONS.

C. PROVIDE VERTICAL CONTROL JOINTS (CJ'S) WHERE STRUCTURAL SYSTEMS CHANGE, LOCATIONS THAT ARE PRONE TO CRACKING AND AS REQUIRED BY MANUFACTURES INSTALLATION RECOMMENDATIONS.

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J. VERIFY ALL ACTUAL CHASE DIMENSIONS WITH HVAC CONTRACTOR.

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L. DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD UNLESS NOTED OTHERWISE.

4908 TERMINAL DRIVE MULTIFAMILY
FIRST FLOOR PLAN
SHEET: A4.0
DATED: MAY 10, 2021

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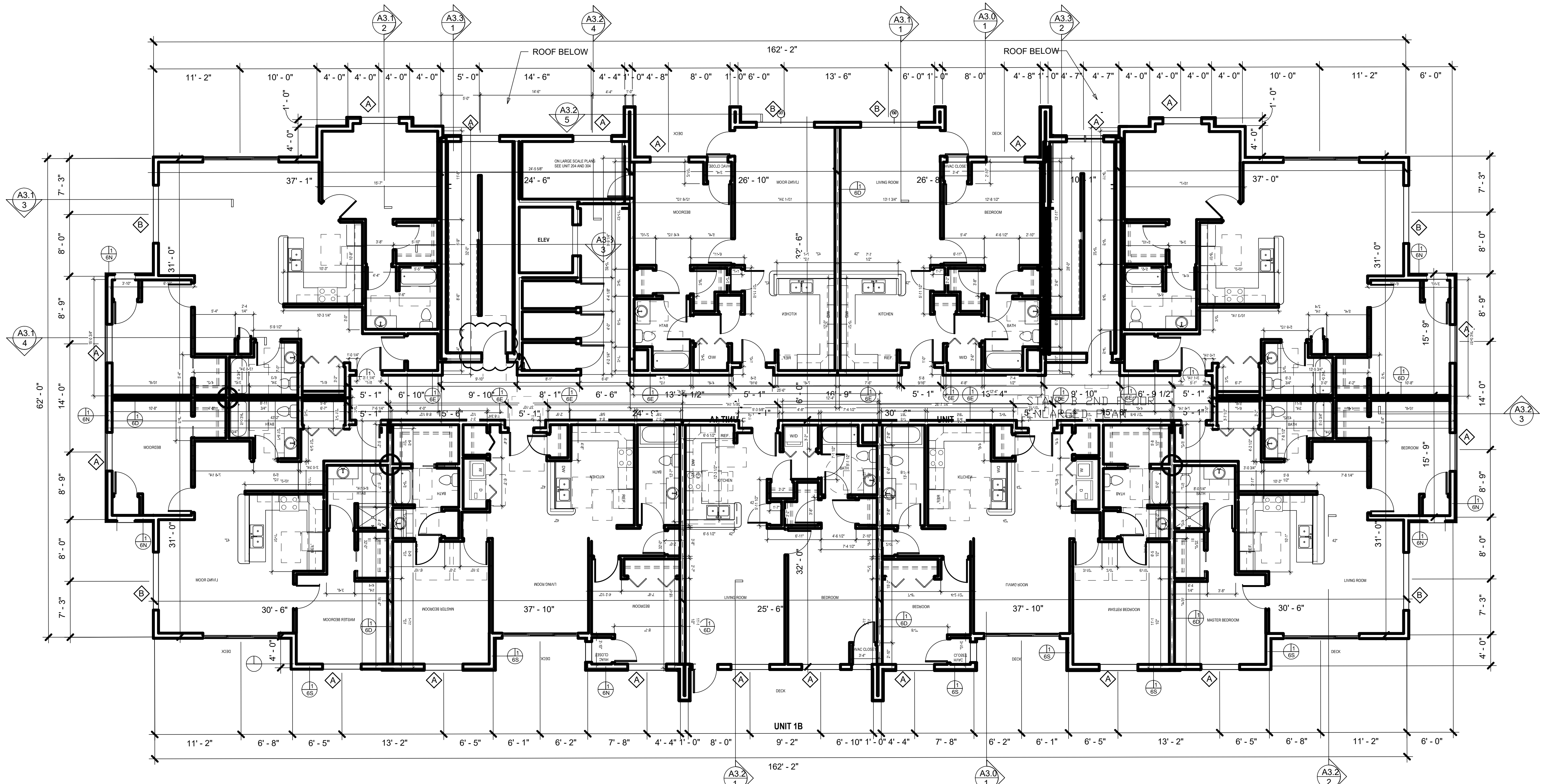

1 SECOND FLOOR PLAN

1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

NORTH

0' 2' 4' 8'

FLOOR PLAN GENERAL NOTES

A. SEE SHEET A5.0 - 5.3 FOR LARGE SCALE PLANS.

B. SEE SHEET A6.2 FOR INTERIOR ELEVATIONS.

C. PROVIDE VERTICAL CONTROL JOINTS (CJ'S) WHERE STRUCTURAL SYSTEMS CHANGE, LOCATIONS THAT ARE PRONE TO CRACKING AND AS REQUIRED BY MANUFACTURES INSTALLATION RECOMMENDATIONS.

D. VERIFY SIZE AND LOCATIONS OF ALL MECHANICAL OPENINGS. GENERAL CONTRACTOR TO PAINT AND SEAL LOUVER PERIMETER, TYPICAL.

E. GENERAL CONTRACTOR TO PROVIDE CONCRETE EQUIPMENT PADS/CURBS AS REQUIRED FOR MECHANICAL/ELECTRICAL EQUIPMENT. VERIFY SIZE/PROFILE/LOCATION WITH PLUMBING/MECHANICAL/ ELECTRICAL.

F. GENERAL CONTRACTOR TO INSTALL FOAM FILLER AT ALL MASONRY WALL CONTROL/EXPANSION JOINTS AND SEAL BOTH SIDES (WALL REINFORCING TO DISCONTINUE AT JOINTS).

G. GENERAL CONTRACTOR TO PROVIDE WOOD BLOCKING BETWEEN WOOD/METAL STUDS AS REQUIRED FOR CASEWORK/HANDRAIL/TOILET ACCESSORIES ETC. MOUNTING.

H. PROVIDE VINYL CARPET EDGE AT ALL CARPET TO DISSIMILAR FLOOR MATERIALS UNLESS NOTED OTHERWISE (U.N.O.).

I. REFER TO EXTERIOR ELEVATIONS FOR EXTERIOR WALL CONTROL JOINTS.

J. VERIFY ALL ACTUAL CHASE DIMENSIONS WITH HVAC CONTRACTOR.

K. ADA CLEARANCE CIRCLES AND BOXES SHOWN ON PLAN ARE FOR INFORMATION PURPOSES ONLY.

L. DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD UNLESS NOTED OTHERWISE.

4908 TERMINAL DRIVE MULTIFAMILY
SECOND FLOOR PLAN
SHEET: A5.0
DATED: MAY 10, 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) 838-7...

QUAM ENGINEERING, LLC 4604 Siggelkow Road, Suite A – McFarland, WI 53558 (608) 838-7750
Q:\Projects\RO-02-15\Waubesa Village Phase 4 Cad Drawings\Waubesa Village Phase IV - Revit 2019 - Sheet - A1-3 - THIRD FLOOR PLAN.dwg

FLOOR PLAN GENERAL NOTES

A. SEE SHEET A5.0 - 5.3 FOR LARGE SCALE PLANS.

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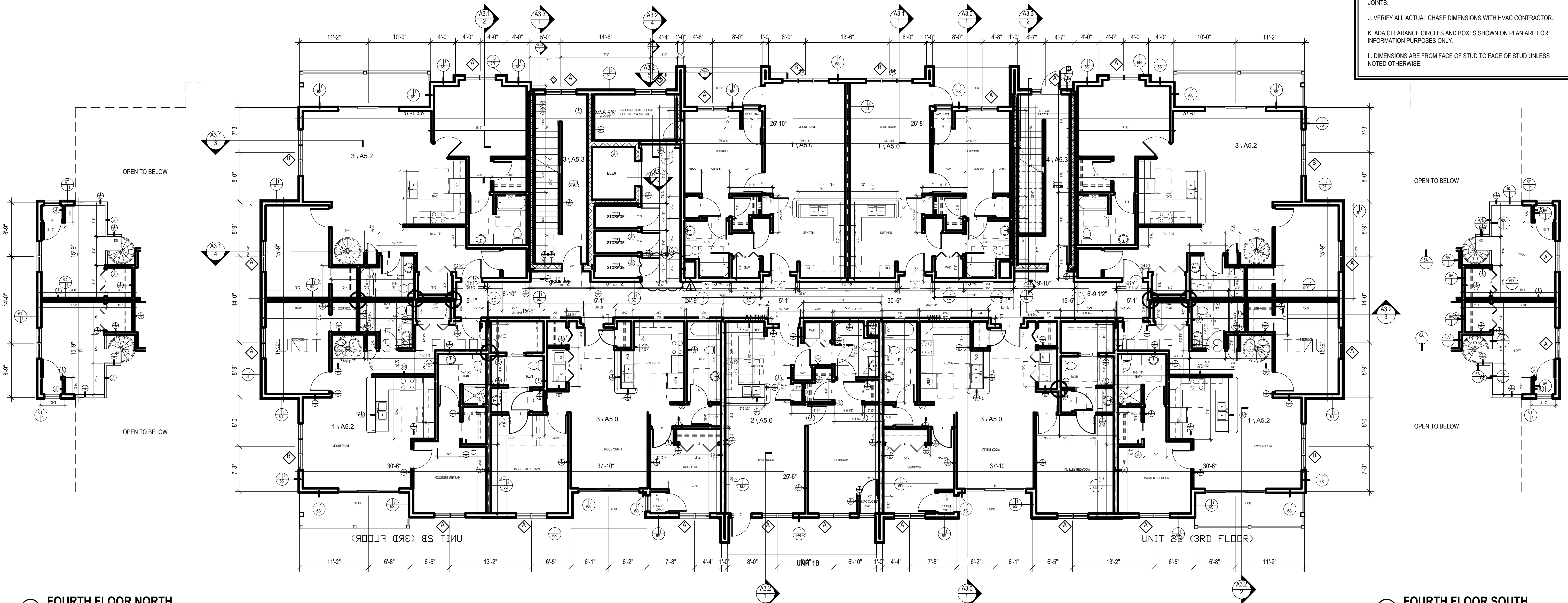

3 **FOURTH FLOOR NORTH**
1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

2 **FOURTH FLOOR SOUTH**
1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

1 **THIRD FLOOR PLAN**
1/8" = 1'-0" ON 22x34 HALF SCALE ON 11x17

NORTH 0' 2' 4' 8'

4908 TERMINAL DRIVE MULTIFAMILY
THIRD FLOOR PLAN
SHEET: A6.0
DATED: MAY 10, 2021

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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 Waubesa Village, LLC, a Wisconsin limited liability company ("Debtor") to obtain tax incremental financing (TIF Loan) in the amount of $1,030,000.00 evidenced by a Promissory Note (the "Note"), and which was secured by a Real Estate Mortgage (the "TIF Mortgage") executed by Debtor in favor of the Village of McFarland, a Wisconsin municipal corporation (the "Village") for the development of Phase 4 of Waubesa Village (including the refinancing of Debtor's obligations to the Village under notes issued for prior phases, as set forth in the Agreement to Undertake Development by and between the Village of McFarland ("Village") and Waubesa Village, LLC ("Developer"), dated December ____, 2021 (the "Agreement") and to receive a subordination from the Village of the TIF Loan (and certain other obligations of Debtor to the Village) to Debtor's principal lender, the undersigned hereby unconditionally and irrevocably guarantees 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 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 his ability to pay any debt which he has incurred, intends to incur or reasonably believes 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 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 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 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 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 or any other 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 any other loan; or (4) any 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) the release by the Village of any guarantors and/or the acceptance of additional guarantors; or (6) any 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) the unenforceability of any document or instrument executed by the Village or the Debtor. 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 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 Guarantor that his liability shall continue hereunder so long as there are any unsatisfied obligations from Debtor to the Village pursuant to the TIF Loan, any other outstanding loan or any extensions thereof. The discharge of Debtor's obligations to repay the aforesaid loans, 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 agrees 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 Guarantor hereon.

The undersigned agrees 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 the undersigned are hereby subordinated to the obligations guaranteed hereunder, and any payment of indebtedness of the Debtor to 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 agrees that the payment of any amount or amounts by 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 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 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 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 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 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 recognizes and intends 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 his 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 his rights of subrogation as such, hereby waives any defense to his obligations hereunder which is based upon the impairment of his 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.

Guarantor acknowledges that he is an owner of the Debtor, and as a result thereof, Guarantor 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 Guarantor in exchange for this Loan Guaranty Agreement.

With respect to the undersigned Wisconsin married resident, the undersigned represents that this obligation is incurred in the interest of his marriage or family.

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

GUARANTOR:

____
Ryan D. Quam

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 ("Holder") the principal sum of $ 1,030,000.00 together with interest on the unpaid principal balance from the date of this note ("Note") at the rate of 3.250 % per annum until this Note is paid in full. Interest shall be computed annually 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 of principal and interest shall be made on the dates and in the amounts provided in Addendum A hereto.

Payments shall be made to Holder at 5915 Milwaukee Street, PO Box 110, 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:

☒ 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:

☒ 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 E

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 30 days after it becomes due or if any other default, including a default under any security for this Note, is not cured within 30 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 30 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 on Lot 1, CSM #_______ and personal guaranty of Ryan D. Quam.

Dated ______________________________.

Waubesa Village by:

______________________________(SEAL) ______________________________(SEAL)
*Ryan J. Quam, Manager *

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: Waubesa Village, LLC
Lender: Village of McFarland
Date: December ______, 2021

Borrower guarantees that the improvements constructed on the real property legally described as: Lot 1, Certified Survey Map No. _______________ in the Village of McFarland (the "Property"), which is the subject of the loan evidenced by this Note, shall have an assessed 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 Eleven Million Six Hundred Thousand and 00/100 Dollars ($11,600,000).

Tax Increments (as defined in §66.1105, Wis. Stats.) relating to improvements constructed on the Property received by the Lender during the term of Tax Incremental District No. 3, 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 July 31, 2028 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 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 Waubesa Village, LLC dated December _____, 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

Waubesa Village, 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 $1,030,000.00 evidenced by a note or notes, or other obligation ("Obligation") dated December ___, 2021, executed by Waubesa Village, 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
Andrew Bremer
Village of McFarland
5915 Milwaukee Street
PO Box 110
McFarland, WI 53558

Parcel Identification Number (PIN)

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

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

Lot 1, Certified Survey Map No. ____, recorded in the Office of the Register of Deeds for Dane County in Vol. ____ of Certified Survey Maps, pages ______ as Document No. ________________.

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: ___________________________.

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

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

d. **INSURANCE**. Mortgagor shall keep the improvements on the Property insured against 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 F

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:

☒ 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 Waubesa Village, LLC, 4604 Siggelkow Road, Suite A, McFarland , WI 53558-8853; (6) the state of organization and the organizational identification number of the debtor (if applicable) are Wisconsin W051235; and (7) the address of the secured party is Village of McFarland, 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 December ___, 2021 .

Waubesa Village, LLC

______________________________(SEAL) ______________________________(SEAL)
*Ryan D. Quam, 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, WI

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

Personally came before me on December ___, 2021,
the above-named Ryan D. Quam
____
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.
MORTGAGE **STATE BAR OF WISCONSIN** **FORM NO. 21-2003**

* Type name below signatures.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Wednesday, December 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. 11.23.21 CD Highlights

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

Memorandum

To: McFarland Community Development Authority

From: Andrew Bremer, AICP
Community & Economic Development Director

Date: November 23, 2021

Re: October 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	15
Duplex (Total Units)	2	10	14	8	0
MF (Total Units)	100	34	42	64	104
Total Res. Units	**152**	**96**	**117**	**130**	**119**
Commercial	2	3	3	2	0
* As of 10/31, 83% through calendar year					

51 total building permits issued in the month with three new home construction permits and 49 multi-family units permitted (Northpointe Development). 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	$ 28,940	29%
44300-102	HVAC Permit	$ 35,771	$ 31,876	$ 39,038	$ 33,402	$ 42,500	$ 15,619	37%
44300-103	Plumbing Permit	$ 34,745	$ 33,641	$ 40,767	$ 36,058	$ 42,500	$ 18,502	44%
44300-104	Electrical Permit	$ 50,335	$ 42,755	$ 52,062	$ 48,718	$ 48,000	$ 25,604	53%
44300-105	Sprinkler Fee	$ 6,210	$ 3,197	$ 4,776	$ 4,466	$ 7,750	$ 6,920	89%
44300-106	Fire Alarm Inspection Fee	$ 2,465	$ 2,485	$ 3,728	$ 3,490	$ 5,000	$ 1,870	37%
44300-108	CD Occupancy Inspection Fee	$ 9,535	$ 8,148	$ 9,496	$ 8,993	$ 9,000	$ 3,940	44%
44900-000	Misc. CD Permit Fees (fence, sig	$ 136,217	$ 125,238	$ 156,972	$ 120,464	$ 75,000	$ 121,126	162%
46800-000	Community Development Fees (	$ 22,556	$ 11,887	$ 12,530	$ 16,166	$ 12,500	$ 7,047	56%
47210-000	City - Building Inspection	$ -	$ 18,696	$ 10,159	$ -	$ -	$ -	0%
	Total Revenue	**$ 405,713**	**$ 364,834**	**$ 437,798**	**$ 379,353**	**$ 342,250**	**$ 229,568**	**67.1%**
* As of 10/31, 83% through calendar year								

Total C&ED deposits for the month were $12,150.02.

Summary of Department Activities:

- Committee/Commission/Board restructuring planning.
- Continuation of 2022 Department Budget.
- Continued refinement of McFarland Park and Community Park Master Plans.
- Economic development planning and development meetings for various properties in TID #3, 4, & 5.
- Development of Ordinance 2021-11 regarding updates to vision triangle regulations.
- Coordination with Dane County regarding Village updates to the Dane County Hazard Mitigation Plan.
- Village Board action on prior month C&ED related applications/projects:
    - Northpointe Development partial park impact fee waiver approved. Ground breaking ceremony November 16th at 11AM.
- Status update of larger development projects previously approved:
    - 4900 Larson Beach Road (Taylor Pointe Apt). Working on exterior siding, interior finishes and site landscaping.
    - Rosewood Fields (Veridian, CTH AB). Construction of site utilities, roads and sidewalks complete. Connection to CTH AB and trail will start soon. Anticipate construction of homes may begin in November.
    - Public Safety Center. Building permits obtained and construction commenced.
- Public Meetings, Webinars & Conferences attended by Department Director:
    - October 6th, Joint CDA and Village Board meeting
    - October 7th, Landmarks Commission meeting
    - October 7th, Village Board meeting
    - October 11th, Village Board meeting
    - October 14th, Village Board meeting
    - October 18th, Plan Commission meeting
    - October 19th, Chamber Board meeting
    - October 22, APA-WI Affordable Housing Webinar
    - October 25th, Village Board meeting
    - October 26th, Joint School & Village Board meeting

Look ahead to potential December 20th, PC Agenda Items:

- 4015 Terminal Drive. Action on Conditional Use Permit and Site Design Permit from Kwik Trip to develop a new gas station and convenience store.
- Action on Ordinance 2021-11, amending the Zoning and Municipal Code regarding the requirements for a vision triangle at corner lots and driveways.
- Parcel 071035480011 (Siggelkow Road). Action on Site Design Permit by Wisconsin Power & Light/Alliant Energy to add additional equipment to existing substation.
- 4908 Terminal Drive (Waubesa Village Phase 4). Action on prior CSM to combine lots 4908 & 4902 Terminal Drive with Waubesa Village Phases 1-3 (parcel 071034240551). Action postponed from July 19, 2021 meeting.

Look ahead to potential January 5th CDA Agenda Items:

- Continued discussion on potential revisions to the TIF Development Incentives Policy Manual & Application.