

City of Abbotsford

PO Box 589, 203 N. First Street, Abbotsford, WI 54405

City Hall (715) 223-3444

Fax (715) 223-8891

AGENDA FOR THE COUNCIL MEETING TO BE HELD

Monday, June 5, 2023, at 5:45 P.M.

IN THE COUNCIL CHAMBERS OF THE ABBOTSFORD CITY HALL
203 NORTH FIRST STREET, ABBOTSFORD WI

All items listed will be brought before the Abbotsford City Council for discussion and possible approval.

1. Public Hearing-Regarding a Conditional Use Permit for Abbyland Foods Inc.
2. Call the Regular Meeting to Order
 - a. Meeting Posted According to State Statutes
 - b. Roll Call
 - c. Pledge of Allegiance
3. Comments by the Mayor
4. Comments by the City Administrator
5. Comments by the Public- 2 Minute Time Limit
6. Minutes from the City Council Meeting held May 17, 2023
 - a. Waive the reading and approve/disapprove the minutes (pgs. 3-5)
7. Fire Department Update
8. Library Update (pgs. 6-9)
9. Approve/Disapprove Issuing a Conditional Use Permit for Abbyland Foods Inc. (pg. 10)
10. Approve/Disapprove Liquor and Beer License Renewals (pg. 11)
11. Approve/Disapprove Cigarette License Renewals (pg. 11)
12. Approve/Disapprove Variance for Al Deiler (Streko-Doors) for the purpose of reducing the side yard setback to 5 ft. (pgs. 12-15)
13. Approve/Disapprove Variance for Frank Albrecht for the purpose of reducing the front yard setback to 5 ft. (pgs. 16-19)
14. Approve/Disapprove Variance for Mike Hryndej for the purpose of reducing the rear yard setback to 10 ft. (pgs. 20-24)
15. Approve/Disapprove Developer's Agreement with Abbyland Foods Inc. (pgs. 30-41)
16. Approve/Disapprove Developer's Agreement with Scott Christensen Properties LLC. (pgs. 42-46)
17. Public Works Update
18. MSA Update (pg. 47)
19. Approve/Disapprove Pay Applications #1 & #2 from Switlick & Sons, Inc. for the W. Linden Street Improvement Project. (pgs. 48-51)
20. Approve/Disapprove Proposal for the Main Street Improvement Project
21. Water & Sewer Update
22. Approve/Disapprove Change Order #1 for the Well Reconditioning Project (pgs. 52-53)

Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to Clerk's Office at (715) 223-3444 with as much advance notice as possible.

23. Approve/Disapprove Change Order #2 for the Water Reservoir Rehabilitation Project (pg. 54)
24. Approve/Disapprove Pay Application #1 from CTW Corporation for the Well Reconditioning Project (pgs. 55-57)
25. Discuss/Approve Consideration of Rescinding the Motion passed at the Abbotsford City Council Meeting held December 28, 2022, for agenda item number 6a Approving the Lease Agreement with EIP Holdings, LLC (pg. 58)
26. Approve/Disapprove a Lease Agreement for the 11th Street Cell Tower (pgs. 59-85)
27. Next Meeting Dates- Wednesday, June 21, 2023 & TBD
28. Future Agenda Items-No Action Will Be Taken
29. Adjourn

Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to Clerk's Office at (715) 223-3444 with as much advance notice as possible.

Minutes from the Abbotsford City Council Meeting held Wednesday, May 17, 2023, in the Abbotsford City Hall Council Chambers.

Mayor Weix called the Regular Meeting to Order at 6:00 PM

Meeting was Posted According to State Statutes

Roll Call: M. Rachu, Flink, Zeiset, Weideman, Espino. Absent: Nixdorf, Diedrich, Read

Pledge of Allegiance – Held

Others Present: Administrator Soyk, DPW Stuttgen, Neal Hogden (TP Printing), Brian Chapman (Cedar Corp.), Josh Low (Ehlers-Phone).

Comments by the Mayor – None.

Comments by the City Administrator- None.

Comments by the Public- Neal Hogden stated that the Tribune is putting together a 150th anniversary special section that will be published on June 7, 2023. If the city would like anything specific in the section, they should reach out to him.

Minutes from the City Council Meeting held Monday, May 1, 2023- Motion to approve by *M. Rachu/ Flink. Unanimous.*

Approve/Disapprove Resolution 2023-5 Issuing \$739,000 General Obligation Promissory Note, Series 2023A to Provide Financing for the Linden Street Project- Josh Low stated that Ehlers submitted RFPs to about a dozen local banks. Ehlers received six bids with Forward Bank having the lowest rate at 4.24 %. Ehlers estimated the rate to come in at 5%. Mr. Low discussed the debt service schedule with the council. This loan is pre-payable at any time. The loan will be fully paid back by 2029, which will include the entire term of TID 5. Motion to approve by *M. Rachu/ Zeiset. Roll-call vote: M. Rachu-Yes, Flink-Yes, Zeiset-Yes, Weideman-Yes, Espino-Yes.*

Police Department Update- The police commission stated they would like to discuss the funding split between Abbotsford and Colby at the next police commission meeting.

Approve/Disapprove Temporary Class B Retailers License for Abby Festival- Motion to approve by *M. Rachu/ Flink. Opposed: Zeiset. Motion carried 4-1.*

Approve/Disapprove Temporary Operator's Licenses for Abby Festival- Motion to approve by *M. Rachu/ Flink. Opposed: Zeiset. Motion carried 4-1.*

Approve/Disapprove Exclusive Use of Schilling Park for Abby Festival- Administrator Soyk stated that would like exclusive use of the soccer field and basketball court for tournaments during Abby Festival. Motion to approve by *M. Rachu/ Zeiset. Unanimous.*

Public Works Update- DPW Stuttgart stated that the communications boring crew hit a water line that needed to be repaired. Stuttgart stated that the public works crew have several projects coming up.

Discussion: Landfill Improvements- DPW Stuttgart stated that he met with the DNR for the annual inspections of our closed landfills. Stuttgart stated that there are several items that need to be addressed with most of them being minor. Stuttgart stated that the city needs to hire someone to come with a dozer and level everything off, so it drains properly.

Discussion: Shelter & Bathrooms at Red Arrow Park Basketball Court- Alderman Zeiset showed the council pictures of the amount of people at Red Arrow Park and basketball court over the weekend. Zeiset stated that he would like to see the bathrooms open at Red Arrow Park during the day. Zeiset stated that the city could purchase a lock like laundry mats have that lock at night. DPW Stuttgart stated that the bathrooms used to be always open until we had several things vandalized in the bathrooms. DPW Stuttgart stated that if we opened the bathrooms during the day they would have to be cleaned more often. Administrator Soyk stated that the city could purchase new locks on timers and try them out. DPW Stuttgart stated that when the boy scout cabin gets razed, they will cap the water and sewer services for future use.

Approve/Disapprove Bid for East Spruce Street Project- DPW Stuttgart stated that we only received one bid for the project, but it came in lower than the estimate. The budget estimate was \$107,000 and the bid from American Asphalt came in at \$93,660. There is also a \$2,500 deduct if American Asphalt can keep the millings. DPW Stuttgart recommended accepting the bid with the \$2,500 deduct. Motion to approve the American Asphalt Bid with deduct by *M. Rachu/ Zeiset*. *Unanimous*.

Approve/Disapprove Increasing Bid Quantities for Linden St. Project- DPW Stuttgart stated that the material under the concrete for Linden Street can't be reused like we initially thought. One foot of material will need to be removed and breaker run will need to be added. This is from Industrial Park Rd. to Hwy 13. This is a worst-case scenario as we don't know what is under the road from the railroad tracks to Hwy 13. Administrator Soyk stated that there should be excess funds from TID 5 to cover this expense. Motion to approve Increasing Bid Quantities up to the amount of \$45,990.00 by *M. Rachu/ Zeiset*. *Unanimous*.

Water & Sewer Update- Water/Wastewater Manager Soyk stated that the crew has been working on pulling tracer wire through the conduit for our fiber communications lines, so they don't get hit by the boring crew. The pressure tank for the water tower project was delivered and set up last Friday. The water tower project is expected to start May 31st. CTW will be finishing up the rehab on Well 11 next week and will continue rehabbing other wells.

Approve/Disapprove Resolution 2023-6 A Resolution Providing for the Action Concerning the Annual Compliance Maintenance Report to the Department of Natural Resources- Water/Wastewater Manager Soyk stated that this is an annual report where the DNR grades how well the wastewater treatment plant is performing. The overall grade came in at a 3.86 out of 4.0. Alderman M. Rachu asked if there have been any issues with the copper results. Soyk stated that since they have changed sampling procedures, they have not had any issues with the copper results. Motion to approve by *M. Rachu/ Flink*. *Unanimous*.

Approve/Disapprove Current Bills in the Amount of \$537,214.09- The council reviewed the current bills. Motion to approve by *Zeiset/ M. Rachu*. *Unanimous*.

YTD Financials- The council reviewed the YTD financials.

City Bank Account Balances & Debt- The council reviewed the city bank account balances & debt.

Next Meeting Dates- Monday, June 5, 2023 & Wednesday, June 21, 2023

Future Agenda Items-No Action Will Be Taken- None.

Adjourn- Motion to adjourn by *M. Rachu/ Flink. The Abbotsford City Council Adjourned at 6:35 PM.*

ABBOTSFORD PUBLIC LIBRARY BOARD OF TRUSTEES MEETING

www.abbotsfordpl.org

REGULAR MONTHLY MEETING: Meeting /May 18th 2023 / 5:00 PM

ATTENDEES:

Jochimsen (Library Director), Board: Espino, Dukelow, Hinrichsen, Bittner, Archambo, Giffin, Suttner
Members absent:

Call to order: 5:02 pm

Reading of the minutes from previous meeting: Read, Giffin moved to approve, Archambo seconded. Motion Passed.

Public Comment:

Old Business:

- No Summer Saturdays
 - Reminder that the library will be closed on Saturdays in the summer. The Colby Library will have Saturday hours in the summer. During the school year, the Colby Library is closed on Saturdays and the Abbotsford library is open. Staff will start reminding patrons.
- Year book scanning update: The library has had two regular volunteers, as well as teen seeking volunteer hours for school graduation requirements, who have been helping with the scanning. The school has brought over the physical copies of the books the library does not have. Each book takes about 20-30 minutes to scan. Once the books are all scanned, their pdfs will be converted to text searchable pdfs. The director has a question out to the system about the legality of posting the yearbooks the website. Even if the yearbooks cannot be posted, having the resource available to be used in the library will still be great reference and geological tool.

New Business

- Year book scanning update: Under 10 books left to scan, and then convert all books to searchable format. Director was informed by WVLS to get school district permission. The Director will write an email to the superintendent.
- Remote Programs – shuttle: The director inquired if shuttles have ever been used to transport patrons to library programs. Board is unaware of any in the past. One board member reported that a local transport company would be Progressive Travel. Director was inquiring because she had noticed that a local business out of Withee had been featured in the Our Wisconsin Magazine. She was debating if a tour scheduled for library patrons would be of interest. The library could also forgo the shuttle and just inform patron to meet at the business if a tour time could be arranged. This ideal might have to get tabled till next year. As noted in the Director's Report. One of the library's part time staff is retiring and the time needed for research may not be present this year.
- Clark County Library Video promotion project update. The Clark County Libraries are currently in the process of creating a promotional video, this video will be presented at the Clark County meeting on June 15th at 7:00pm. The library board is invited to attend.

Treasurer's Report:

- 24% of Budget Spent
 - Bank Account Balances:**
 - **April 2023:** Forward: \$42,296.18, Forward Retirement: \$601.77, Nicolet: \$51,442.45
 - **March** Forward: \$42,285.75, Forward Retirement: \$601.59, Nicolet: \$ 51,476.60
 - **Feb 2023:** Forward: \$42,274.98, Forward Retirement: \$601.41, Nicolet: \$55,639.54

Circulation Report:

- Total Circulation:
- **April: 1617**
Year to Date: March: 1703 Feb. 1902 Jan: 1652 Dec: 1774 Nov: 2021 Sept: 1812 Aug 1,789 July: 1857
June: 1807 May: 1417 April: 1794
 - Past Circ Monthly comparison: April 2022: 1794 April 2021: 1390 April 2019: 2579 April 2018: 2,334 April 2017: 2,000 April 2016: 2,193 Apr 2015: 2176 Apr 2014: 2695
 - Circulation Break-down: April: Books: 915, DVD: 258, Spoken Record: 53, Large Print: 58, Magazines: 35, Other: 44

Other Usage Report:

- Wireless Sessions: **April: 152** March: 149 Feb: 113 Jan: 117 Dec:128 Nov:154 Oct:205 Sept:144 Aug: 120 July: 140 June: 200 May: 88 April: 76 March: 95
- Overdrive E-material Checkout: **April: 178** March: 252 Feb: 199 Jan: no data Dec:222 Nov:208 Oct:183 Sept:194 Aug: 181 July: 201 June: 164 May: 176 April: 157 March: 225
- Website Visits: **April: 276** March: 296 Feb: 266 Jan: 318 Dec:318 Nov:300 Oct:755 Sept: 419 Aug: 449 July: 302 June: 269 May: 236 April: 223 March: 263 Feb: 205
- Public Computer Uses in **April: 113** March: 123 Feb: 110 Jan: 83 Dec:90 Nov:110 Oct:92 Sept:131 Aug: 137 July: 110 June: 172 May: 120 April: 105 March: 102
- Monthly Reference:
 - **April: 52** March: 51 Feb:47 Jan:49 Dec:41 Nov:66 Oct:68 Sept: 78 Aug: 86 July: 32 June: 49 May: 66 April: 98 March: 85
- Patron Count:
 - **April: 791** March: 972 Feb:739 Jan:713 Dec:618 Nov:812 Oct:716 Sept:663 Aug: 898 July: 936 June: 906 May: 742 April:829 March: 737

Policy Review: none

WVLS Report: Next meeting June 1st.

Director Report

- School Volunteers: 6 teens volunteered for hours needed as graduation requirements.
- Grant updates
 - Book Drop ordered, should be arriving soon, may have to deliver to the workshop if comes during the festival.
- Summer Reading: To be held month of June
 - School visit scheduled for May 18th.
 - Mrs. Will class visit for May 22nd.
 - Adult Glass Class, Sassy Glassers, June 19th.
 - Read with Rover, Wednesdays at 3:00pm
 - Three Wednesday evening programs at 6:00pm. Magic on the 14th, Puppet Comedy on the 21st and Animals on the 28th.
 - Four Tuesday afternoons with Miss Nancy starting with pizza Garden.
 - Teen Program and Adult Program: both read for rewards
 - three teen events: craft, game night, pizza night
 - 2 adults events: Glass Craft and Puzzle competition.
- Last Month Program Count:
 - **April:** Monthly Program total: 11 programs, 132 attendance
- Future/Current Programs Overview: (see newsletter)

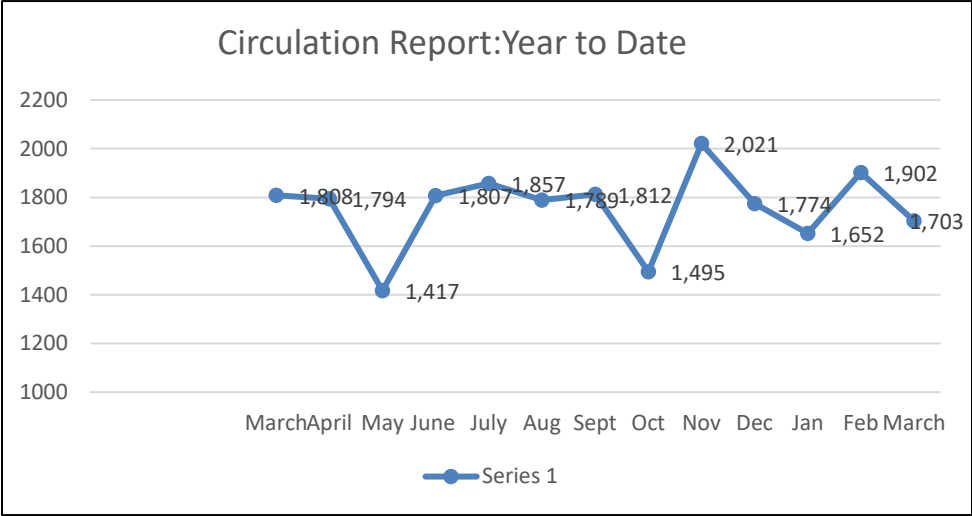
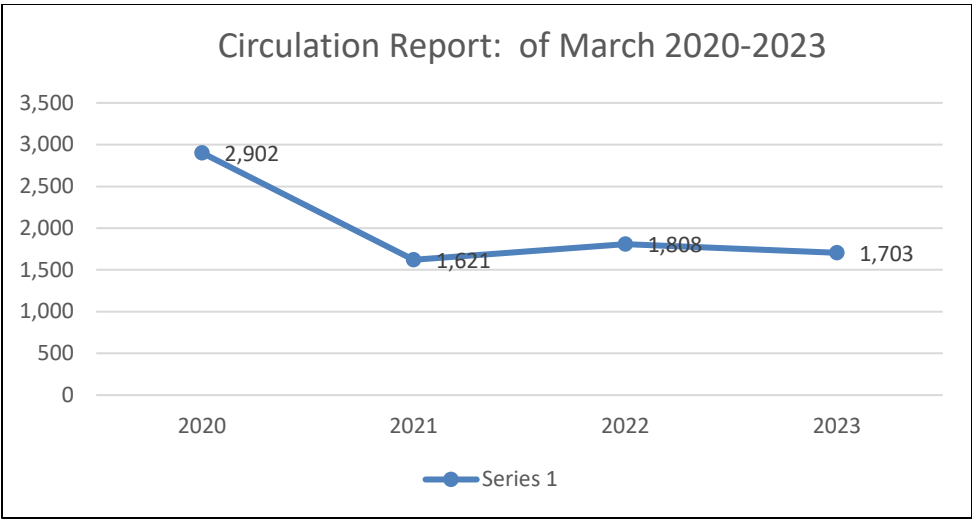
Staffing/Operating Issues:

Next meeting:

Wed. May 17th at 5:00 pm.

Note: June's meeting will aim to be a half-hour meeting as it occurs right before a library summer performer.

Adjourn: 5:40pm pm



Date	Time	Duration	Local Event Name	Target Audience: Young Child (0-5), Child (6-11), Young Adult (12-18), Adult (19+), General Interest (all ages)	Group Attending (program) or Individual Participants (self-directed activity)	Format: In-person; Live, virtual; or Pre-recorded	If group attending, then number of attendees	If self-directed, then number of individual participants
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3/10/2023	7pm-8:45pm	2 hours	Family Movie Night: Puss in boots last wish	General Interest (all ages)	Group attending	In-person		10
3/3/2023	10:30 -11:15 am	45 min	Story Time	Young Child (0-5)	Group attending	In-person		6
3/13/2023	3pm-5pm	2 hours	St Pats Day Perler Beads	Child (6-11)	Group attending	In-person		6
3/14/2023	7-8 pm	1 hour	Book Club: The Maid	Adult (19+)	Group attending	In-person		3
3/14/2023	5-7 pm	1 hour	Book Club: Escape Room	Adult (19+)	Group attending	In-person		4
3/16/2023	6:30-8 pm	1 1/2 hour	Adult Craft: Sun catcher	Adult (19+)	Group attending	In-person		15
3/17/2023	10:30 -11:15 am	45 min	Story Time	Young Child (0-5)	Group attending	In-person		4
half month		2 weeks	Find the leprechauns	General Interest (all ages)	Individual Participants	In-person		27
Half month		two weeks	In House Craft: emoji shamrock	Child (6-11)	Individual Participants	In-person		15
Half month		two weeks	In House Craft: pony bead name keychain	Child (6-11)	Individual Participants	In-person		35
three months		three months	2023 READING BINGO:	General Interest (all ages)	Individual Participants	In-person		56



ABBOTSFORD PUBLIC LIBRARY EVENTS



Sign up for the library's Summer Reading Program! The library's Summer Reading Program Month runs the month of June. Youth, Teen and Adult options available.

IN HOUSE YOUTH CRAFT!: Start of month until supplies run out. Ice Cream Magnet.

READ TO ROVER: Wednesdays: June 7th, 14th, 21st, and 28th at 3pm. **Youth**

PLANT A PIZZA GARDEN: Tuesday, June 6th 3pm. Youth will report a tomato and herbs to take home. **Registration Required. Youth**



TEEN HOT ROCKS: Thursday, June 8th at 5pm. Make kindness/mindful rocks using hot rocks and melted crayons. **Teen**

WILD COOKIES BOOKCLUB: Tuesday, June 13th at 7 pm. "A Death in Door County", A WI bookstore owner and cryptozoologist is asked to investigate a series of deaths that just might be proof of a fabled lake monster. Ask the librarian for a copy of the book to check-out. **Adult**

YOUTH SUMMER PROGRAM: Tuesday, June 13th, June 20th, and June 27th. Stories and activities with Ms. Nancy. Remember to bring your reading log with you! **Youth**

THE MAGIC OF ISAIAH FOSTER: Wednesday, June 14th 6pm. Magic Show. **General Interest/ Youth**

FAMILY MOVIE: Friday, June 16th at 7:00 pm. Watching, *The Super Mario Bros*. **Children must be accompanied by an adult who stays for the movie. Doors open at 6:45pm and lock at 7:15pm. Snacks from home are allowed. All Ages (Third Friday)**

CHRIS THE CRITTERRR MAN AND HIS CRAZY PUPPETS: Wednesday, June 21th 6pm. Comedy Show. **General Interest/Youth**

TEEN GAME NIGHT: Thursday, June 22nd at 5 pm. Cooperative Board Games and snacks! **Teen**

ADULT CRAFT NIGHT: Thursday, June 22nd at 6:30 pm. Fairy Wand Garden Suncatcher. No cost, goodwill donation appreciated. **Registration Required. 16 or older, 12 and older if with an Adult. (Fourth Thursday)**

PUZZLE COMPETITION: Friday, June 23rd at 6pm, register your team of 2 through 4 players before June 5th. All teams will complete the same puzzle, only 2 persons from a team can work on a puzzle at a time. Prizes will be the team that completes the puzzle the fastest! **Teen or Adult. Registration Required.**

LOCAL SMALL ANIMAL PETTING ZOO: Wednesday, June 28th at 6 pm, Outside rain or shine. Local farmer, Cheryl Ploeckelman, will bring ducks, chickens, sheep, and possible other small farm animals. **Registration Required**

TEEN BOOKS AND PIZZA: Thursday, June 29TH at 5 pm. Pizza and Book Speed Dating! A gluten free option will be provided. **Teen**



***These events are subject to change at anytime, please watch the library Facebook page for updates.**

Abbotsford Public Library 203 N. First St. Abbotsford WI 54405, (715)223-3920

Conditional Use Permit

Type of Business: Warehousing

Name of Business: Abbyland Foods, Inc

Address of Business: 1207 E Spruce Street

Owner of Business: Abbyland Foods, Inc

Date Business Opened: _____

Legal Description and design of area:

See attached legal description & map of survey is included with submittal.

The proposed project is a warehouse for dry storage with future expansion. Access to the site will be located on the north along the existing access drive along E. Spruce Street. Truck trailer parking will be provided on the west side of the site. The site will direct runoff to grassed swales around the property that will discharge to a proposed stormwater management facility that is proposed to be located in the southwest corner of the site. The property is currently two parcels that will be combined as part of a map of survey that is being completed by the city.



Business Owner

City of Abbotsford

- This permit is only applicable to the above named individual at the above stated address. This permit must be reapplied for if any of the above change.

If you would like to be added to our Business Directory on our City Web Page please include the following:

Email: _____

Website address: _____

LICENSES 2023-2024

CLASS "A" BEER - off premise consumption only

<u>BUSINESS</u>	<u>Address</u>	<u>Agent/Rep</u>	<u>Paid (Amt/Dat)</u>	<u>Seller's Permit #</u>	<u>ISSUED</u>	<u>LICENSE #</u>
ABARROTES LA CHINA	301 N FOURTH ST	MARIA CASTILLO	\$258.00	456-1021182683-03		A-2023-1

\$258.00

CLASS "B" BEER- on or off premise consumption

<u>BUSINESS</u>	<u>Address</u>	<u>Agent/Rep</u>	<u>Paid (Amt/Dat)</u>	<u>Seller's Permit #</u>	<u>ISSUED</u>	<u>LICENSE #</u>
MEDO'S FAMILY STYLE RESTAURANT	311 N FOURTH ST	JETMIR ZENELI	\$108.00	456-1027003385-03		B-2023-1
ABBOTSFORD BASEBALL	BASEBALL FIELD	LARRY SOYK	\$41.32	456-0000443883-02		B-2023-2
LA FUENTECITA LLC	120 N FIRST ST	NIVIA CASTILLO	\$108.00	456-0000602406-03		B-2023-3

\$108.00

CLASS C WINE

<u>BUSINESS</u>	<u>Address</u>	<u>Agent/Rep</u>	<u>Paid (Amt/Dat)</u>	<u>Seller's Permit #</u>	<u>ISSUED</u>	<u>LICENSE #</u>
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"CLASS A" BEER/LIQUOR - off premise consumption only

<u>BUSINESS</u>	<u>Address</u>	<u>Agent/Rep</u>	<u>Paid (Amt/Dat)</u>	<u>Seller's Permit #</u>	<u>ISSUED</u>	<u>LICENSE #</u>
DOLGENCORP, LLC (DOLLAR GENERAL)	313 FOURTH ST	CRYSTAL LEMKE	\$508.00	456-0000208845-05		AR-2023-1
KWIK TRIP INC	301 ELDERBERRY RD	KIM LOOS	\$508.00	456-0000287614-03		AR-2023-2
ABBY COUNTY MARKET, LLC	206 N FOURTH ST	DAVE HEDIGER	\$508.00	456-1029799314-02		AR-2023-3
SUPER MERCADO LA TROPICANA	120 N FIRST ST	NIVIA CASTILLO	\$508.00	456-0000602406-03		AR-2023-4
CENERGY LLC dba ABBOTSFORD TRAVEL STOP	601 S 4TH ST	JESSICA DODD	\$508.00	456-0001164625-02		AR-2023-5
APPLEGREEN MIDWEST, LLC DBA EXPRESS LANE	300 E SPRUCE ST	JAN READ	\$508.00	456-1030148174-04		AR-2023-6
EL PASITO LLC	104 N FIRST ST	PASCUAL ALVAREZ ZARZ	\$508.00	456-103078130-02		AR-2023-7
LA WERACRUZANA LLC	1011 E SPRUCE ST, SUIT	HEIDI SCARCELLO	\$508.00	456-1031164264-02		AR-2023-8

"CLASS B" BEER/LIQUOR - on premise consumption

<u>BUSINESS</u>	<u>Address</u>	<u>Agent/Rep</u>	<u>Paid (Amt/Dat)</u>	<u>Seller's Permit #</u>	<u>ISSUED</u>	<u>LICENSE #</u>
LA BOTANA 2, LLC	206 N FIRST ST	PEDRO OCHOA	\$208.00	456-1025539165-03		BR-2023-1
FAT BOYS BAR & GRILL LLC	115 N FIRST ST	DENEAN SAMANIEGO	\$208.00	456-1030294459-02		BR-2023-2
LA VERACRUZANA/FIESTA BALLROOM	201 E SPRUCE ST	NIVIA CASTILLO	\$208.00	456-1031309296-02		BR-2023-3
JACK'S CANTINA BAR AND GRILL	503 E SPRUCE ST	JUSTIN BROWN	\$208.00	456-1031107556-04		BR-2023-4
DWIGHT HOUSE	500 E SPRUCE ST	DWIGHT KRAMER	\$208.00	456-0000440098-03		BR-2023-5
LA CATRINA BAR (KAMBARY BAR LLC)	1000 E SPRUCE ST	MARIA DE ORTIZ	\$208.00	456-1030589296-02		BR-2023-6
TAQUERIA EL SOL II LLC	103 N FIRST ST	ELISEO XOLIO TEMICH	\$208.00	456-1030766669-04		BR-2023-7

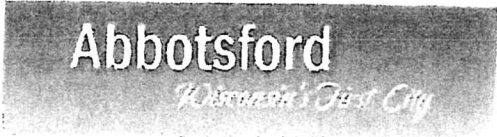
CIGARETTE LICENSE

<u>BUSINESS</u>	<u>Address</u>	<u>Agent/Rep</u>	<u>Paid (Amt/Dat)</u>	<u>Seller's Permit #</u>	<u>ISSUED</u>	<u>LICENSE #</u>
DOLGENCORP, LLC (DOLLAR GENERAL #6440)	313 S FOURTH ST	CRYSTAL LEMKE	\$25.00	456-0000208845-05		CIG-2023-1
KWIK TRIP INC	301 ELDERBERRY RD	KIM LOOS	\$25.00	456-0000287614-03		CIG-2023-2
CENERGY LLC dba ABBOTSFORD TRAVEL STOP	601 S 4TH ST	JESSICA DODD	\$25.00	456-0001164625-02		CIG-2023-3
ABBY COUNTY MARKET	206 N FOURTH ST	DAVE HEDIGER	\$25.00	456-1029799314-02		CIG-2023-4
SUPER MERCADO LA TROPICANA	120 N FIRST ST	NIVIA CASTILLO	\$25.00	456-0000602406-01		CIG-2023-5
APPLEGREEN MIDWEST DBA EXPRESS LANE	300 E SPRUCE ST	JAN READ	\$25.00	456-1030148174-04		CIG-2023-6
EL PASITO LLC	104 N FIRST ST	PASCUAL ALVAREZ ZARZ	\$25.00	456-103078130-02		CIG-2023-7
LA BOTANA 2 LLC	206 N FIRST ST	PEDRO OCHOA	\$25.00	456-1025539165-03		CIG-2023-8

TEMP CLASS B

<u>BUSINESS/EVENT</u>	<u>Address</u>	<u>Agent/Rep</u>	<u>Paid (Amt/Dat)</u>	<u>Seller's Permit #</u>	<u>ISSUED</u>	<u>LICENSE #</u>
ABBY FESTIVAL	201 N FIRST ST					
ABBY FESTIVAL	SOFTBALL FIELD					
ABBOTSFORD FIRST CITY DAYS	407 W HEMLOCK ST					
ABBOTSFORD PUBLIC LIBRARY	203 N FIRST ST					

203 N. FIRST ST
P.O. BOX 589
ABBOTSFORD, WI. 54405
PHONE: 715-223-3444
FAX: 715-223-8891



**CITY OF ABBOTSFORD
APPLICATION FOR VARIANCE**

1. Name and address of owner/applicant and all abutting and opposite property

STREK-O Door - AL DEILER
518 EAST BIRCH ST
ABBOTSFORD, WI 54405

COLBY EXCAVATING
108 N. 6th
ABBOTSFORD, WI 54405

2. Address of the property

518 EAST BIRCH ST
ABBOTSFORD, WI 54405

3. Give detail of they type of variance you are applying for (setbacks, housing, lot size, etc.)

SETBACK @ SIDE LOT

yes no Did applicant submit a drawing of the project?

I, AIAN Deiler hereby apply for a variance on the above statement. I am certifying that I am owner or authorized agent of the property. That a hearing by the Zoning Board of Appeals shall be held not more than 30 days or less than 7 days following publication.

Signature

5 / 5 / 23
Month / Day / Year

City of

ABBOTSFORD

Wisconsin's First City

P.O. Box 589 | 203 N. First St. | Abbotsford, WI 54405

Phone: 715-223-3444 | Fax: 715-223-8891

Website: www.ci.abbottsford.wi.us

NAME: AL DEILER

ADDRESS: 518 BIRCH ST

SETBACKS:

FRONT: 20'

REAR: 10'

SIDE: 10'

SIDE: 5'

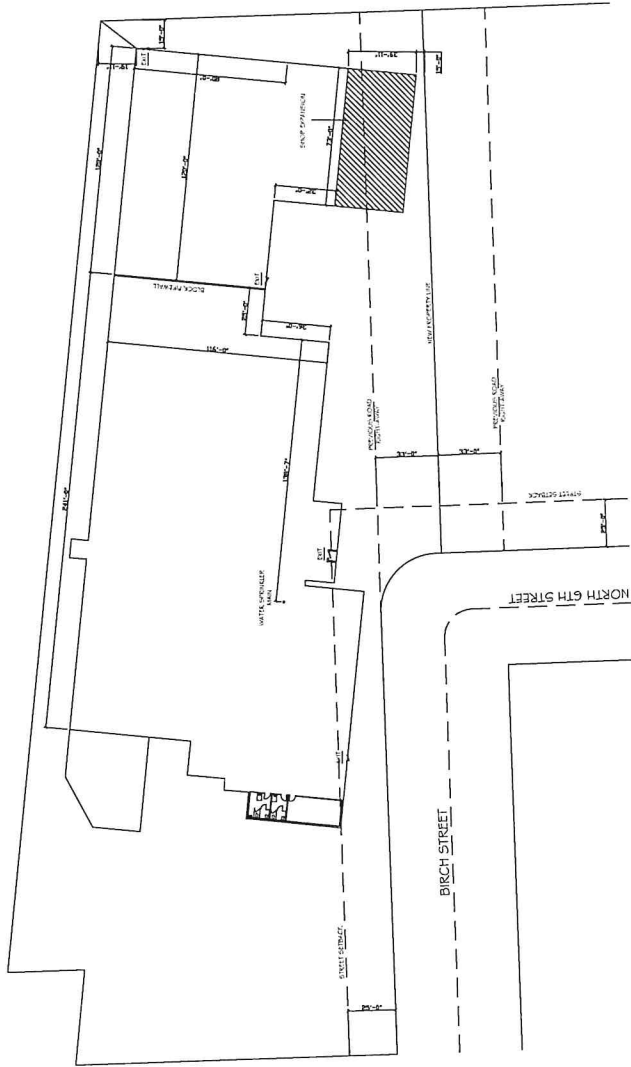
Application fee submitted herewith, \$_____. I understand that any permit issued is not transferable, and shall void after (1) year from date, unless renewed.

Date: 5-5-23

Signed: Al Deiler

Please submit a drawing with application:

Description of Project
STREK-0 DOOR
 Abbotsford, Wisconsin



1 NORTH
 1 SITE DIAGRAM
 SCALE: 1" = 30'-0"

OWNER INFORMATION OWNER: A DART, MANE, LLC 518 E. BRICH ST. ABBOTSFORD, WI 54405 PHONE: 715-242-1378 EMAIL: aed@dartmane.com		ARCHITECT / ENGINEER ARCHITECT/ ENGINEER: GRUNWALDT & HALVERSON, LLC 17 Applegate Court, Suite 209 Madison, Wisconsin 53713 PHONE: 608-505-8890 EMAIL: jgrunwaldt@grunwaldt.com																									
PROJECT DATA BUILDING CODE: IBC 2015 PROJECT NAME: STREK-0 DOOR PROJECT ADDRESS: 518 E. BRICH ST. CITY: ABBOTSFORD, WI 54405 COUNTY: WAUKESHA ZONING: R-1 MAP/TAKE NO.: TOTAL BUILDING AREA: 10,000 SQ. FT. TOTAL FLOOR AREA: 10,000 SQ. FT. TOTAL FOUNDATION AREA: 10,000 SQ. FT. TOTAL PERMITS: 10,000 SQ. FT. FIRE SUPPRESSION: YES SPECIALTY TYPE: RPTA 13		PROJECT LOCATION BUILDING ADDRESS: 518 E. BRICH ST. CITY: ABBOTSFORD, WI 54405 COUNTY: WAUKESHA ZONING: R-1 MAP/TAKE NO.: TOTAL BUILDING AREA: 10,000 SQ. FT. TOTAL FLOOR AREA: 10,000 SQ. FT. TOTAL FOUNDATION AREA: 10,000 SQ. FT. TOTAL PERMITS: 10,000 SQ. FT. FIRE SUPPRESSION: YES SPECIALTY TYPE: RPTA 13																									
PLUMBING FIXTURES <table border="1"> <thead> <tr> <th>FIXTURE TYPE</th> <th>REQUIRED</th> <th>PROVIDED</th> </tr> </thead> <tbody> <tr> <td>TILE</td> <td>1</td> <td>1</td> </tr> <tr> <td>TOILET</td> <td>1</td> <td>1</td> </tr> <tr> <td>BATH TUB / SHOWER</td> <td>1</td> <td>1</td> </tr> <tr> <td>DISHWASHER</td> <td>1</td> <td>1</td> </tr> <tr> <td>REFRIGERATOR</td> <td>1</td> <td>1</td> </tr> <tr> <td>STOVE</td> <td>1</td> <td>1</td> </tr> <tr> <td>WASHER DRYER</td> <td>1</td> <td>1</td> </tr> </tbody> </table>		FIXTURE TYPE	REQUIRED	PROVIDED	TILE	1	1	TOILET	1	1	BATH TUB / SHOWER	1	1	DISHWASHER	1	1	REFRIGERATOR	1	1	STOVE	1	1	WASHER DRYER	1	1	AREA INCREASE CALCULATIONS (SHOW AREA INCREASE FORMULA AND CALC WORK)	
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GENERAL NOTES 1. GENERAL CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND IMPROVEMENTS TO BE ACCURATELY REFLECTED IN ALL CONSTRUCTION DOCUMENTS. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. 2. ALL WORK TO BE DONE IN ACCORDANCE WITH STATE AND LOCAL AUTHORITIES. 3. EXISTING CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO STARTING CONSTRUCTION. 4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. 5. EXISTING CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO STARTING CONSTRUCTION. 6. ALL ELECTRICAL AND MECHANICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL MECHANICAL CODE (NMC). 7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. 8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. 9. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. 10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.																											

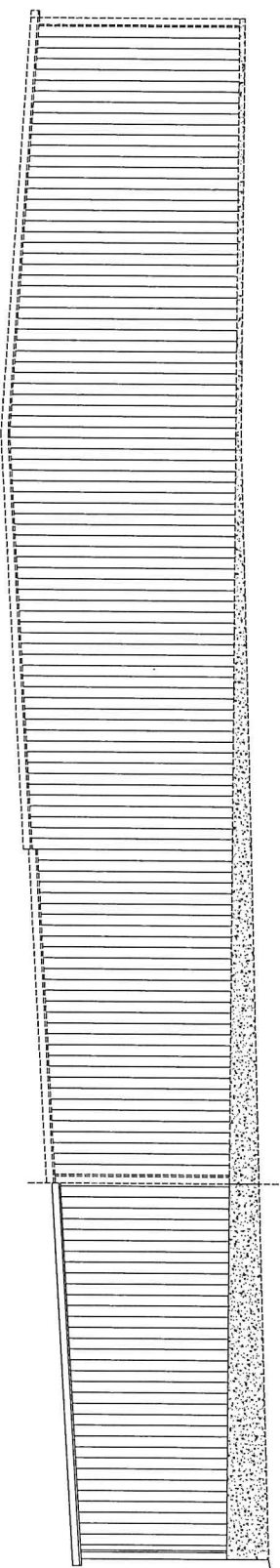
NO.	REVISIONS	BY
1		

ADA, ANSI STANDARDS

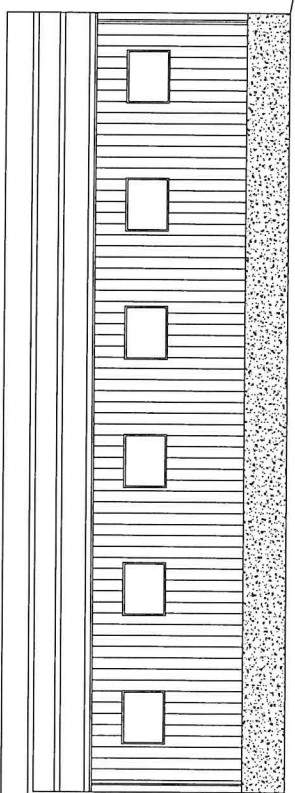
COMMERCIAL DOOR MANUFACTURING
 STREK-O DOORS, LLC
 ABBOTSFORD, WI
 STREK-O DOOR, LLC - AL DELER
 518 E BIRCH ST.
 ABBOTSFORD, WI 54405

GH
 Architects | Engineers
 GRUNWALDT & HALVERSON
 17 Applegate Court, Suite 203 Madison, WI 53713
 608-305-8890 www.grunwaldthalverson.com

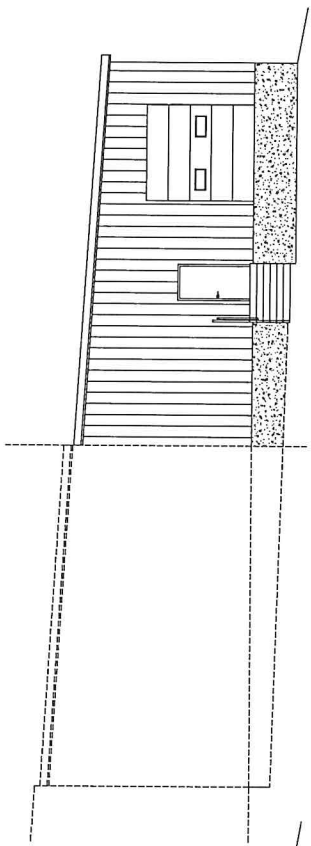
DRAWN: JRM
 CHECKED: ---
 DATE: 04/13/2023
 SCALE: AS NOTED
 JOB NO.: ---
 SHEET
A1
 OF 5 SHEETS



1 EAST ELEVATION
 SCALE: 3/16"=1'-0"



2 SOUTH ELEVATION
 SCALE: 3/16"=1'-0"



3 WEST ELEVATION
 SCALE: 3/16"=1'-0"

203 N. FIRST ST
P.O. BOX 589
ABBOTSFORD, WI. 54405
PHONE: 715-223-3444
FAX: 715-223-8891



**CITY OF ABBOTSFORD
APPLICATION FOR VARIANCE**

1. Name and address of owner/applicant and all abutting and opposite property

Kevin ? To the West
Keto Mary To the East


2. Address of the property

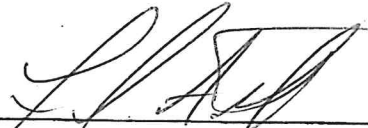
214 W. Butternut Street

3. Give detail of the type of variance you are applying for (setbacks, housing, lot size, etc.)

Setback (Close To street)

yes no Did applicant submit a drawing of the project?

I,  Frank Abrecht hereby apply for a variance on the above statement. I am certifying that I am owner or authorized agent of the property. That a hearing by the Zoning Board of Appeals shall be held not more than 30 days or less than 7 days following publication.


Signature

5 / 09 / 23
Month / Day / Year

City of

ABBOTSFORD

Wisconsin's First City

P.O. Box 589 | 203 N. First St. | Abbotsford, WI 54405

Phone: 715-223-3444 | Fax: 715-223-8891

Website: www.ci.abbottsford.wi.us

NAME: Frank Albrecht

ADDRESS: 214 W. Butternut Str.
Abbotsford Wis. 54405

SETBACKS:

FRONT: 5

REAR: 10

SIDE: 10

SIDE: 10

Application fee submitted herewith, \$ 75⁰⁰. I understand that any permit issued is not transferable, and shall void after (1) year from date, unless renewed.

Date: 5/9/23

Signed: [Signature]

Please submit a drawing with application:

City of ABBOTSFORD

WISCONSIN'S FIRST CITY

203 North First Street • PO Box 589 • Abbotsford, WI 54405-0589

Phone: (715) 223-3444 • Fax: (715) 223-8891

Cost of Project: \$5000.00

A building permit shall lapse and be void unless building operations are commenced within 6 months or if construction has not been completed within 18 months from the date of issuance.

Signature of Property
Owner

Date 5-9-2023

I understand that I am responsible for making sure all work is completed to State Uniform Dwelling Code (UDC). The UDC can be found at: https://docs.legis.wisconsin.gov/code/admin_code/sps/safety_and_buildings_and_environment/320_325

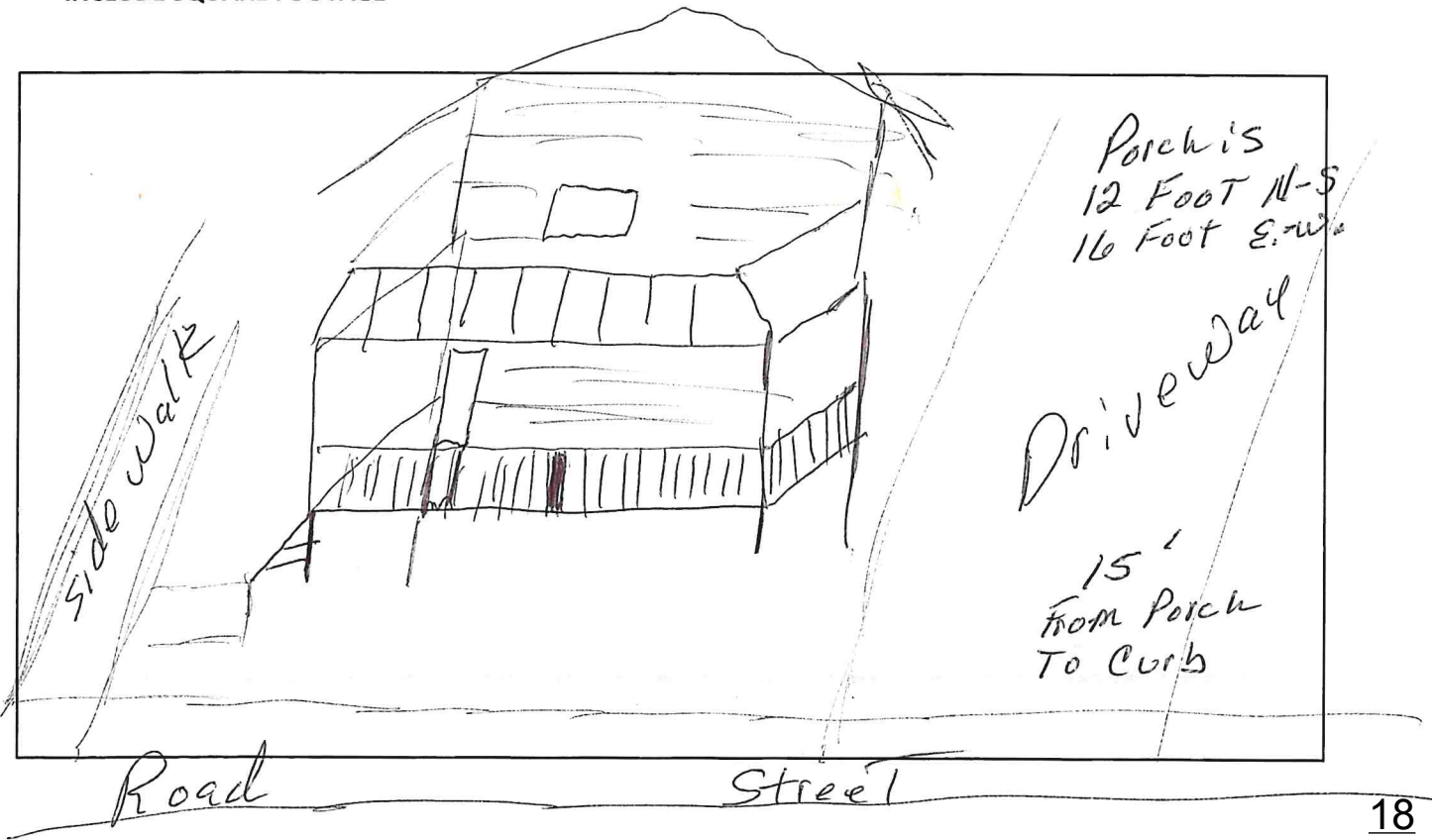
- I certify I am in compliance with City setbacks.
- I am not in compliance with City setbacks and will require a variance.

REQUIREMENTS FOR BUILDING

- Dumpster is required per City Ordinance.
- For a new building, a backflow preventer is required for plumbing.
- See ordinance for City setback requirements.

Please provide blueprints or a detailed drawing of work requiring permit.

NOTE: SHOULD SHOW LOCATION OF BUILDINGS OR THE LOT OR LOTS OWNED OR TO BE USED. MUST INCLUDE SQUARE FOOTAGE





203 N. FIRST ST
P.O. BOX 589
ABBOTSFORD, WI. 54405
PHONE: 715-223-3444
FAX: 715-223-8891



**CITY OF ABBOTSFORD
APPLICATION FOR VARIANCE**

1. Name and address of owner/applicant and all abutting and opposite property

Michael S. Haynes
803 East Spruce Str
Ally
Home 109 W Cedar Str.
Ally

2. Address of the property

803 E Spruce Ally

3. Give detail of they type of variance you are applying for (setbacks, housing, lot size, etc.)

30x 20' 6" set Backs Rear

yes no Did applicant submit a drawing of the project?

I, Michael S. Haynes hereby apply for a variance on the above statement. I am certifying that I am owner or authorized agent of the property. That a hearing by the Zoning Board of Appeals shall be held not more than 30 days or less than 7 days following publication.

Signature Michael S. Haynes

6 / 1 / 23
Month / Day / Year

City of

ABBOTSFORD

Wisconsin's First City

P.O. Box 589 | 203 N. First St. | Abbotsford, WI 54405

Phone: 715-223-3444 | Fax: 715-223-8891

Website: www.ci.abbottsford.wi.us

NAME: Mike Hajuda

ADDRESS: 803 Esplanade East Abb.

SETBACKS:

FRONT: _____

REAR: 6'

SIDE: _____

SIDE: 50'

Application fee submitted herewith, \$ 2500. I understand that any permit issued is not transferable, and shall void after (1) year from date, unless renewed.

Date: 3-20-23

Signed: 

Please submit a drawing with application:

Variance Request

for

MH Construction

903 East Spruce Street

Abbotsford, WI 54405

(715) 613-9921

mjhcruzin@yahoo.com

Date: 31 March 2023

PURPOSE: Variance Request

MH Construction is looking to install a six (6) Car Garage, thirty (30) feet deep X seventy-two (72) feet wide X fourteen (14) feet tall. This structure would permit MH Construction to be able to store equipment and supplies undercover, preventing these items being stored outdoors and in view.

Requesting a Variance of ten (10) feet from the back of the property line from the standard twenty (20) feet and the 40% variance. Property line is four (4) feet beyond the fence that is currently in place, so the building would be at a distance of six (6) feet from the fence located at the back of the property for a total of ten (10) feet.

This variance request would allow the structure to be built in a location that would be in a safe distance from the water way and electrical lines at no additional cost to MH Construction.

Requesting Variance Request based on Unique Property Limitations based on the three (3) requirements.

(1) Unique Property Limitations

- a. Physical Characteristics that are unique to the property. Located near a water runoff or natural drainage system that is governed by DNR, Department of Natural Resources. This runs directly through the property from the front to rear. DNR will not permit installation of a culvert and ground cover.
- b. This water runoff or natural drainage system has been known to flood and the overflow does run up towards the current building structure that has caused water damage.
- c. Requesting variance set-back of proposed structure to reduce the potential of flooding and causing water damage.

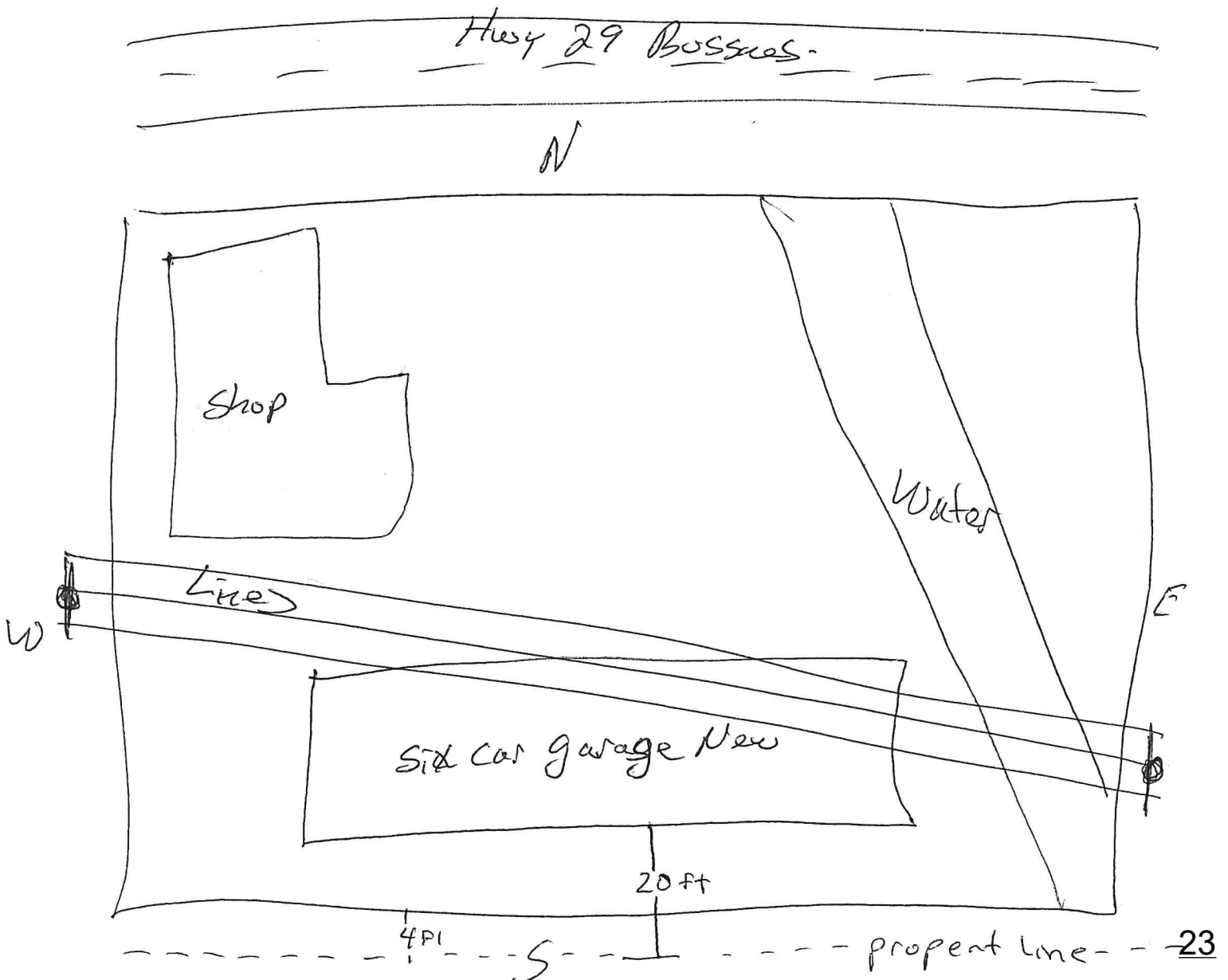
(2) No Harm to Public Interests

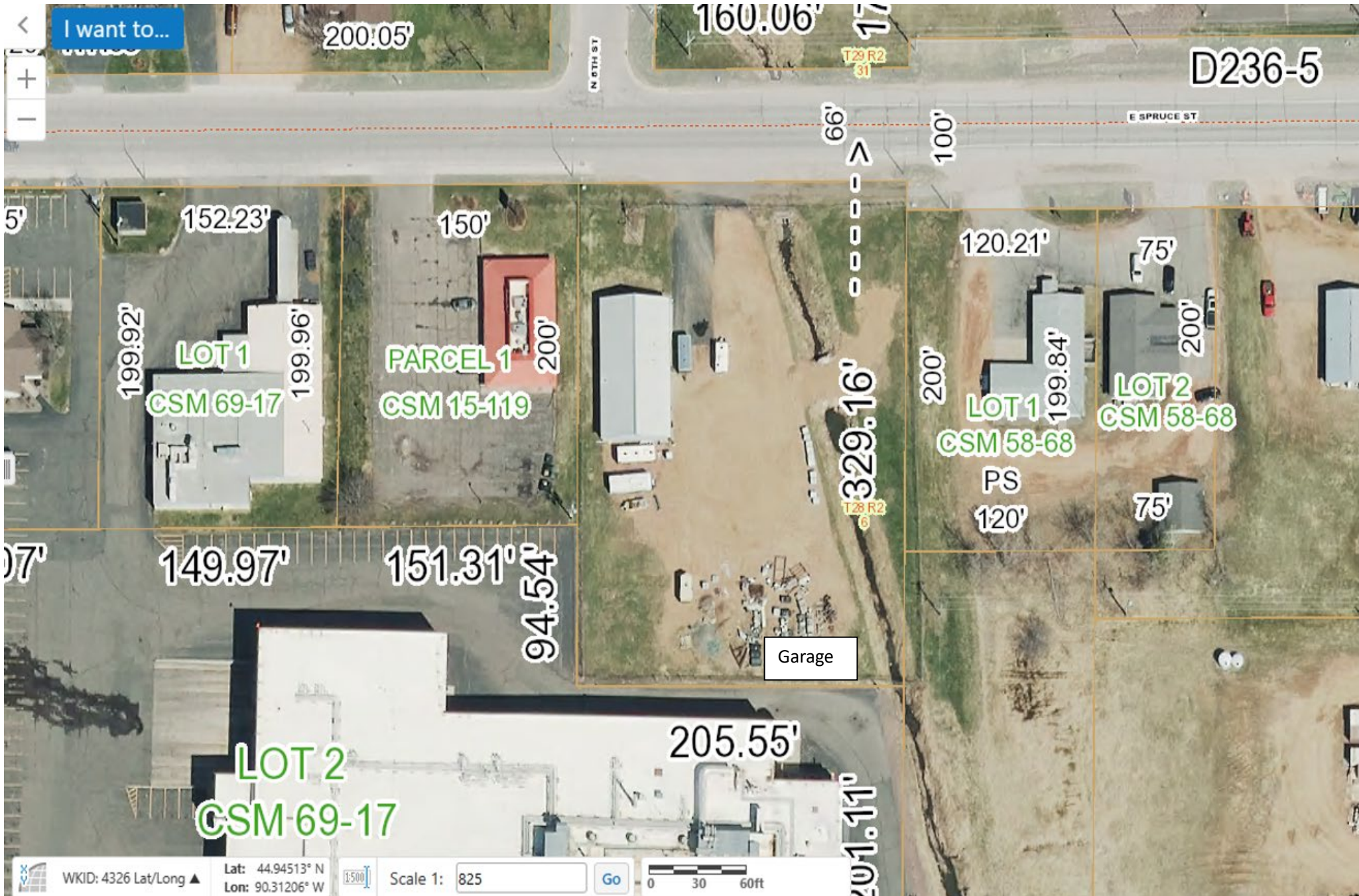
- a. The proposed variance is not contrary to the public interest. There are no impacts of the variance proposal. There are no impacts of the neighbors, the City or the general public.
- b. This proposal does not interfere with Abbyland Foods, Inc. of 502 East Linden Street, Abbotsford, WI 54405 that is located directly behind the property.

(3) Unnecessary Hardship

- a. Construction of a new garage in a complying location would cost more than placing the garage in a location requiring a variance.
- b. There currently is a utility power line and grounding cable that runs directly through the property. Due to the requirements and limitations from the utility company of maintaining distance from the lines, would put a height limitation of my proposal. The required distance by the utility company is at twelve feet (12).
- c. The cost to relocate the lines would be at an expense to MH Construction of approximately \$35,000.00
- d. There would be an additional cost of barriers and/or ground sloping if placed in complying location. Would require approval from DNR of this project, this would not be approved as this would disrupt and interfere with the natural ground and wildlife.

Please see diagram of proposed project:





- (6) **Temporary Uses.** To hear and grant applications for temporary uses, in any district provided that such uses are of a temporary nature, do not involve the erection of a substantial structure and are compatible with the neighboring uses; the Plan Commission may make a recommendation. The permit shall be temporary, revocable, subject to any condition required by the Board of Zoning Appeals and shall be issued for a period not to exceed twelve (12) months. Compliance with all other provisions of this Chapter shall be required.
- (7) **Permits.** The Board may reverse, affirm wholly or partly, modify the requirements appealed from and may issue or direct the issue of a permit.

Sec. 13-1-261 Hearing on Appeals.

The Board of Appeals shall fix a reasonable time for the hearing, cause notice thereof to be published in the official newspaper not less than seven (7) days prior thereto, cause notice to be given to the appellant or applicant and the administrative officer(s) appealed from by regular mail or by personal service not less than five (5) days prior to the date of hearing. In every case involving a variance, notice shall also be mailed not less than five (5) days prior to the hearing of the fee owners of records of all land within one hundred (100) feet of any part of the subject building or premises involved in the appeal.

Sec. 13-1-262 Decisions of Board of Appeals.

- (a) **Timeframe.** The Board of Appeals shall decide all appeals and applications within thirty (30) days after the public hearing and shall transmit a signed copy of the Board's decision to the appellant or applicant and the Zoning Administrator.
- (b) **Conditions.** Conditions may be placed upon any zoning permit ordered or authorized by the Board of Appeals.
- (c) **Validity.** Variances, substitutions or use permits granted by the Board shall expire within eighteen (18) months unless substantial work has commenced pursuant to such grant.

Sec. 13-1-263 Variances.

- (a) **Purpose.**
 - (1) A request for a variance may be made when an aggrieved party can submit proof that strict adherence to the provisions of this Zoning Code would cause him undue hardship or create conditions causing greater harmful effects than the initial condition. A variance granted to a nonconforming use brings that use into conformance with the district and zoning requirements.

- (2) The Board of Appeals may authorize upon appeal, in specific cases, such variance from the terms of the Zoning Code as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the Zoning Code will result in unnecessary hardship and so that the spirit of the Zoning Code shall be observed and substantial justice done. No variance shall have the effect of allowing in any district uses prohibited in that district, permit a lower degree of flood protection that the flood protection elevation for the particular area or permit standards lower than those required by state law.
 - (3) For the purposes of this Section, "unnecessary hardship" shall be defined as an unusual or extreme decrease in the adaptability of the property to the uses permitted by the zoning district which is caused by facts, such as rough terrain or good soil conditions, uniquely applicable to the particular piece of property as distinguished from those applicable to most or all property in the same zoning district.
- (b) **Application for Variances.** The application for variation shall be filed with the City Clerk-Treasurer. Applications may be made by the owner or lessee of the structure, land or water to be affected. The application shall contain the following information:
- (1) Name and address of applicant and all abutting and opposite property owners of record.
 - (2) Statement that the applicant is the owner or the authorized agent of the owner of the property.
 - (3) Address and description of the property.
 - (4) A site plan showing an accurate depiction of the property.
 - (5) Additional information required by the Clerk-Treasurer, City Engineer, Board of Zoning Appeals and/or Zoning Administrator.
- (c) **Public Hearing of Application.**
- (1) The Board of Appeals shall conduct at least one (1) public hearing on the proposed variation. Notice of such hearing shall be given not more than thirty (30) days and not less than seven (7) days before the hearing in one (1) or more of the newspapers in general circulation in the City, and shall give due notice to the parties in interest, the Zoning Administrator and the Common Council. At the hearing the appellant or applicant may appear in person, by agent or by attorney. The Board shall thereafter reach its decision within thirty (30) days after the final hearing and shall transmit a written copy of its decision to the appellant or applicant, Zoning Administrator and Common Council.
- (d) **Action of the Board of Appeals.** For the Board to grant a variance, it must find that:
- (1) Denial of variation may result in hardship to the property owner due to geographical consideration. There must be exceptional, extraordinary or unusual circumstances or conditions applying to the lot or parcel, structure, use or intended use that do not apply generally to other properties or uses in the same district and the granting of the variance would not be of so general or recurrent nature as to suggest that the Zoning Code should be changed.

- (2) The conditions upon which a petition for a variation is based are unique to the property for which variation is being sought and that such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same district and same vicinity.
 - (3) The purpose of the variation is not based exclusively upon a desire to increase the value or income potential of the property.
 - (4) The granting of the variation will not be detrimental to the public welfare or injurious to the other property or improvements in the neighborhood in which the property is located.
 - (5) The proposed variation will not undermine the spirit and general and specific purposes of the Zoning Code.
- (e) **Conditions.** The Zoning Board of Appeals may impose such conditions and restrictions upon the premises benefited by a variance as may be necessary to comply with the standards established by this Chapter. Per Sec. 62.23(7)(e)7.e., Wis. Stats., the Common Council authorizes the Zoning Board of Appeals to impose an expiration date for a variance if such date relates to a specific date by which action or work authorized must be commenced or completed. In the absence of a different expiration date being established at the time of granting a variance, no order of the Zoning Board of Appeals granting a variance shall be valid for a period longer than eighteen (18) months from the date of such order unless within such period the erection or alteration of a building is started or the use is commenced per the variance approval.
- (f) **Standards for Qualifying For A Variance.** To qualify for a variance, the applicant must demonstrate that their property meets the following three (3) requirements:
- (1) **Unique Property Limitations.**
 - a. The applicant must show that the property has conditions that are unique or special to that property, that such unique physical characteristics prevent compliance with the regulations of this Zoning Code. Examples, but not limited to, of such conditions are physical limitations unique to the property such as wetlands or exceptionally unique steep slopes.
 - b. The following are non-exclusive examples of items Wisconsin courts have decided cannot be a basis for granting a variance under the "unique property limitation" test:
 1. Financial considerations of the applicant.
 2. The personal circumstances of the applicant (i.e. need for an expanded garage, a growing family, an unemployed family member returning home, etc.).
 3. The existence of nearby Zoning Code violations.
 4. Lack of objections from neighbors.
 - (2) **No Harm To Public Interests.** To qualify for a variance, the applicant must demonstrate that the proposed variance is not contrary to the public interest. In

applying this test, the Board of Appeals must consider the impacts of the variance proposal, and, if setting a precedent, the cumulative impacts of similar projects on the interests of the neighbors, the overall City and the general public. Such factors are generally identified in Section 13-1-4.

(3) **Unnecessary Hardship.**

- a. To qualify for a variance, the applicant must demonstrate that the special condition(s) of the property creates an unnecessary hardship. When determining whether an unnecessary hardship exists, the property as a whole shall be considered rather than a portion of the property.
- b. The following are non-exclusive examples of items Wisconsin courts have decided cannot be a basis for granting a variance under the "unnecessary hardship" test:
 1. Conditions which are self-imposed or created by a prior owner (i.e. owner expands home and then argues there is no suitable location for a proposed new garage).
 2. Economic or financial hardship to the applicant (i.e. construction of a new garage in a complying location would cost more than placing the garage in a location requiring a variance).
 3. Lack of objections from neighbors.
- c. Due to Wisconsin court decisions, the "unnecessary hardship" determination requires that the Board of Appeals apply different tests for use variances and area variances:
 1. For a use variance, unnecessary hardship can be determined to exist only if the property owner can show that he/she would have *no reasonable use of the property* without a variance. A use variance would permit a property owner to put property to an otherwise prohibited use.
 2. For an area variance, unnecessary hardship can be determined to exist only if the property owner can show that compliance with the requirements of the Zoning Code would *unreasonably prevent the property owner from using the land for a permitted purpose* (leaving the property owner without any use that is permitted for the property under the Zoning Code) or would render *conformity with such zoning restrictions unnecessarily burdensome*. Area variances are intended to provide an increment of relief (usually small) from a physical dimensional requirement of the Zoning Code such as building height or setback requirements. In applying the test for an area variance, the Board of Appeals shall consider the purpose of the Zoning Code, the Zoning Code's restrictions on the applicant's property, and the cumulative effects granting of a variance would have on the neighborhood, community and on the public interests.
 3. Unless the Board of Appeals finds that a property cannot be used for any permitted purpose, area variances shall not be granted for greater than a

forty percent (40%) deviation in the area, setback, height or density requirements specified in this Chapter.

(Note: The above standards reflect the Wisconsin Supreme Court's decisions in *State ex rel. Ziervogel v. Washington County Board of Adjustment*, 2004 WI 23, 269 Wis. 2d 549, 676 N.W.2d 401 and *State v. Waushara County Board of Adjustment*, 2004 WI 56, ___ Wis. 2d ___, 679 N.W.2d 514).

Sec. 13-1-264 Review by Court of Record.

Any person or persons aggrieved by any decision of the Board of Appeals may present to a court of record a petition, duly verified, setting forth that such decision is illegal and specifying the grounds of the illegality. Such petition shall be presented to the court within thirty (30) days after the filing of the decision in the offices of the Board of Appeals.

Sec. 13-1-265 through Sec. 13-1-279 Reserved for Future Use.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into as of _____, 2023 (the “Effective Date”), by and between the **CITY OF ABBOTSFORD**, a Wisconsin municipality having a principal office at 302 N. First Street, Abbotsford, Wisconsin 54405 (the “City”), and **ABBYLAND FOODS, INC.**, a Wisconsin corporation (“Developer”) having a principal office at 502 E. Linden Street, Abbotsford, Wisconsin 54405.

RECITALS:

A. The City has, pursuant the authority granted in Wisconsin Statutes, Section 66.1105, established a tax increment finance district known as City of Abbotsford Tax Increment District Five (“TID”).

B. In order to achieve the objectives of the TID and to make the land within the TID available for development by private enterprises for and in accordance with the uses specified in the TID, the City has determined to provide assistance through the sale of land within the TID, as well as be responsible for certain items necessary for development, as stated herein.

C. Developer wishes to purchase from the City that certain real estate located in Marathon County, Wisconsin identified on Exhibit A attached hereto and incorporated herein by reference (the “Land”).

D. Developer has requested approval from the City for certain proposed development on the Land.

E. The City has approved the sale of the Land to Developer and Developer’s plans for development thereof, subject to certain conditions and restrictions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, as well as other good and valuable consideration, moving from one party to the other, receipt of which is hereby acknowledged, it is hereby agreed to as follows:

1. **Recitals.** The above recitals are hereby incorporated by reference.

2. **Purchase and Sale.**

(a) Purchase and Sale. The City hereby agrees to sell the Land to Developer for a purchase price of One and No/100th Dollar (\$1.00). At the Closing (as defined below), the City shall execute and deliver a warranty deed conveying fee simple title in the Land to Developer subject only to the Permitted Exceptions (the “Deed”). The City shall, at Closing, convey the Land free and clear of all liens and encumbrances, excepting: municipal and zoning ordinances, recorded easements, recorded building and use restrictions and covenants, general taxes levied in the year of Closing, restrictions contained in this Agreement, and other title matters acceptable to

Developer (the “Permitted Exceptions”). Legal possession of the Land shall be delivered to Developer on date of Closing.

(b) Title; Closing Costs. The City shall furnish and deliver to Developer for examination at least ten (10) days prior to [_____], 2023, the date set for closing (the “Closing”), a title commitment to issue an Owner’s Policy of Title Insurance in the amount of the assessed value of the Land, showing Developer as the insured, written by a responsible title insurance company licensed by the State of Wisconsin and chosen by City, which policy when issued shall guarantee the City’s title to be in condition called for by this Agreement, except for Permitted Exceptions (the “Title Policy”). A commitment by such a title company, agreeing to issue such a Title Policy upon the recording of the proper documents as agreed herein, shall be deemed sufficient performance. If title is not acceptable for Closing, Developer shall notify the City in writing of objections to title by the time set for Closing. In such event, the City shall have a reasonable time, but not exceeding fifteen (15) days, to remove the objections, and the time for Closing shall be extended as necessary for this purpose. In the event that the City is unable to remove the objections or determines at its election not to remove such objections during such fifteen (15) day period, Developer may deliver written notice to City waiving the objections and electing to proceed to Closing, and the time for Closing shall be extended accordingly. If Developer does not waive the objections, Developer may terminate this Agreement prior to Closing upon written notice to the City. The City shall pay the premiums for such Title Policy including a gap endorsement, and Developer shall pay for any lender’s policy of title insurance and any other endorsement(s) to the Title Policy. The City shall also pay for the cost of the Survey of the Land as described in Section 3. The parties shall share equally in the closing fees charged by the title company with respect to Closing. Developer shall be responsible for and shall pay the cost of recording the Deed and any other Closing costs incurred by Developer and not otherwise provided herein. The parties shall provide information required for the transfer return filed in connection with Closing, but acknowledge that the transfer under the Deed shall be exempt from transfer fee.

3. **Survey Map.** The City shall cause a map of survey to be made of the Land (the “Survey”). The Survey shall map the Land to be conveyed to Developer. The City shall use commercially reasonable efforts to coordinate such Survey and related work with Developer and Developer's title company.

4. **Development of the Land.** Developer agrees to construct a dry storage facility building on the Land (the “Facility”) in accordance with the plans approved by the City for the development thereof (the “Plans”). Developer shall achieve Substantial Completion of the Facility within 1 year of the Effective Date. For purposes of this Agreement, “Substantial Completion” means the occurrence of all of the following: (a) a temporary or permanent certificate of occupancy is issued by the appropriate governmental authorities for project, as applicable; and (b) the work described in the Plans has been substantially completed in accordance with the Plans, subject to minor items of work necessary to complete the project that will not materially interfere with the occupancy or use of the project, and which are otherwise of a scope and nature as is commonly understood in the construction industry. City shall not unreasonably withhold any

occupancy permit or other approvals with respect to the Facility subject to the terms of this Agreement.

5. Minimum Assessed Value; Payment-in-Lieu of Taxes.

(a) Minimum Assessed Value. As a material inducement to City to enter into this Agreement and as additional consideration for the Land and other responsibilities of the City under this Agreement, Developer guarantees that, commencing in tax year [2024] and continuing through the full calendar year of the last year of the TID (the "Development Period"), the development of the Facility will result in an equalized value for the Land of not less than a minimum assessed value of \$2,000,000.00, as determined by the City assessor (or other appropriate agency pursuant to applicable law) in his/her sole and absolute discretion ("Minimum Assessed Value").

(b) PILOT Payment. In the event that the equalized value for the Land is less than the Minimum Assessed Value at any time during the Development Period or in the event the Land, or any part of it, becomes exempt or partially exempt from general real property at any time during the Development Period, Developer agrees to make to the City a payment-in-lieu-of taxes payment (a "PILOT Payment") equal to the difference between (i) the amount of taxes which would have been levied on the Land for said year by the City and other taxing jurisdictions if the Land had an equalized value for real estate tax purposes equal to the Minimum Assessed Value and the Land was not exempt or partially exempt from general property taxes and (ii) the actual amount of taxes levied on the Land for said year by the City and all other taxing jurisdictions. The PILOT Payment shall be due and payable in full to the City on January 31 immediately following such tax year; provided, however, that Developer may elect to pay the PILOT Payment in two equal installments by providing written notice to the City no later than January 15, with the first installment due no later than January 31 and the second installment due no later than July 31. The obligations of Developer to pay the PILOT Payment shall: (x) be referenced in a short form memorandum of this Agreement recorded against the Land with the Marathon County Register of Deeds; (y) be a lien on the Land and run with the land; and (z) bind all owners in title to the Land and their successors and/or assigns. City may file any such documents or memoranda with the Marathon County Register of Deeds, and Developer will join in any such document or memoranda promptly upon request by City, as City deems necessary or appropriate to document or confirm such PILOT Payment rights and obligations.

(c) Assessor Discretion. Developer understands and agrees that the Minimum Assessed Value requirement above shall not in any way bind the City assessor (or other applicable agency) in his/her assessment and appraisal of the Land and that the City assessor will arrive at an equalized value of the Land based solely on his/her application of all applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any rights of the City and other taxing authorities under applicable law with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes, or the Developer's rights to appeal or review any such assessment under applicable law.

(d) Taxes in Year of Closing. The Developer agrees to pay any applicable general real property taxes for the Land in 2023. Developer agrees that it shall not receive a proration for real estate taxes for the year of Closing.

(e) Construction. Unless otherwise expressly provided in this Agreement, Developer shall construct the Facility and have it available for occupancy at Developer's cost and expense in accordance with this Agreement. All work on the Facility performed by or on behalf of the Developer shall be done in a workmanlike manner consistent with commercial standards.

(f) Failure to Develop. In the event that the Developer fails to utilize the Land for the purposes contemplated under this Agreement, or to timely construct the improvements on the Land contemplated under this Agreement (including the Facility), this Agreement shall become null and void at City's option and the Developer shall sell such portion of the Land to the City for One and No/100th Dollars (\$1.00) per acre upon demand by the City and convey fee simple title to the City free and clear of all liens and encumbrances except those Permitted Encumbrances that existed at the time of Closing.

6. **Permits and Licenses.** The City shall apply and be responsible for any required permits necessary to gain access permitting ingress and egress from the Land onto the public right of way known as [East Spruce Street]. Developer shall be responsible for and pay the costs of any other required permits, licenses, entitlements, or any other approvals related to the Land and Developer's proposed use of the Land, including, but not limited to, the Facility.

7. **Utilities.** The City shall be responsible for construction of any public improvements necessary to provide the Land with access to the existing utility systems, including water, sanitary sewer, stormwater management and street access.

8. **Compliance with Applicable Laws.** Developer shall comply with all applicable laws, ordinances, rules, and regulations in effect as promulgated by all governmental bodies having appropriate jurisdiction thereof, as to the use of the Land and the construction of the Facility.

9. **Easements.** Developer shall grant to the City such utility and drainage easements as well as any other easements or access rights that are reasonably determined by the City to be necessary or appropriate to the performance of City's obligations or enjoyment of rights or use of the Land.

10. **Insurance.** Developer shall provide and maintain or cause to be maintained at all times during the term of this Agreement and, from time to time at the request of the City, furnish the City with certificates of insurance providing proof of coverage and records providing proof of payment of premiums on (a) comprehensive general liability insurance or its equivalent naming the City as an additional insured with limits against bodily injury and property damage of not less than Three Million Dollars (\$3,000,000.00) for each occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); (b) Worker's compensation insurance, with statutory coverage according to the laws of the state of Wisconsin; and (c) property insurance, naming the City as an additional insured, covering the Land and all improvements thereto

(including, without limitation, the Facility) in an amount equal to not less than the full replacement value of such Land and all improvements thereto, including, without limitation, the Facility. The policies of insurance shall be in form and substance reasonably satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the state of Wisconsin. In the event of a loss or damage to the Land or any improvements thereto (including, without limitation, the Facility) covered by the property insurance the Developer is required to provide and maintain pursuant to this Section, the Developer shall promptly repair, replace or reconstruct the damaged or lost Land or improvements thereto (including, without limitation, the Facility) and shall apply the proceeds of insurance for that purpose.

11. **Indemnification.** Each party (as the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party, and their respective agents, employees, elected or non-elected officials, and contractors (as the “Indemnified Party”) from any and all claims, damages, liabilities, losses, or expenses, of any kind or nature, including attorneys’ fees, which one or more of the same may suffer or be held liable, arising out of or resulting from (a) the breach by the Indemnifying Party of the terms of this Agreement, including, but not limited to, any representations or warranties made hereunder, or (b) the negligent or intentional act or omission of the Indemnifying Party, its employees, agents, contractors, or others for whom the Indemnifying Party may be responsible but excluding the Indemnified Party.

12. **Disclaimer; Limitation of Liability.** DEVELOPER ACKNOWLEDGES AND AGREES THAT DEVELOPER HAS HAD AND/OR WILL HAVE SUFFICIENT OPPORTUNITY TO INSPECT THE LAND PRIOR TO CLOSING AND THAT THE CITY IS CONVEYING AND DEVELOPER IS ACCEPTING THE PROPERTY ON AN “AS-IS WITH ALL FAULTS” BASIS AND THAT DEVELOPER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE LAND, EXCEPT FOR TITLE. AS A PART OF ITS AGREEMENT TO ACCEPT THE PROPERTY IN ITS “AS IS” CONDITION, DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS AND INVITEES, HEREBY WAIVES, DISCHARGES AND RELEASES THE CITY FROM ANY AND ALL DEMANDS, CLAIMS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH OR RELATED TO THE PHYSICAL, GEOLOGICAL OR ENVIRONMENTAL CONDITION OF THE LAND, INCLUDING, WITHOUT LIMITATION, ANY PAST OR PRESENT CONDITION OF OR ACTION ON OR ABOUT THE LAND (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS OR TOXIC MATERIAL AT, UNDER OR IN THE GENERAL VICINITY OF THE LAND) OR THE CURRENT OR PREVIOUS VIOLATION OF ENVIRONMENTAL LAWS, IF ANY; PROVIDED, HOWEVER, THAT THE ABOVE RELEASE OF THE CITY SHALL NOT APPLY TO ANY CLAIMS AGAINST THE CITY RELATED TO FRAUD, INTENTIONAL MISREPRESENTATION, AND THE ENFORCEMENT OF THIS AGREEMENT.

13. **Closing Conditions.** In addition to other closing conditions elsewhere in this Agreement, all obligations in this Agreement are conditioned upon the following:

(a) Due Diligence. At all times prior to Closing, Developer, its agents, and representatives shall be entitled to conduct inspections and tests of the Land which shall result in reports being prepared for Developer that are satisfactory to Developer, which inspections and tests may include, without limitation, the opportunity to conduct an environmental assessment and/or such other testing or site investigation as Developer deems necessary to determine whether the Land is suitable for Developer's intended and permitted uses, . Such inspections and reports shall be at Developers sole cost and expense except the soil samples provided for in this Agreement. This contingency may be invoked by the Developer, in its sole discretion, if Developer determines after such due diligence that the Land is not suitable for the intended and permitted uses, by delivering written notice to the City of the same prior to the Closing. In the event Developer exercises its right to terminate this Agreement during the Due Diligence Period or otherwise elects not to or fails to purchase the Land from the City, Developer shall, at its sole cost and expense, promptly restore any physical damage or alteration of the physical condition of the Land that results from any due diligence activities conducted by or on behalf of Developer. The obligations of Developer in this subsection shall survive termination of this Agreement.

(b) Governmental Approvals and Permits. The City and Developer, as applicable, is able to timely obtain any and all required governmental approval(s) to allow construction of the Facility and use of the Land for the Developer's intended purpose. This contingency may be invoked by either party if it determines that it will not be able to obtain such governmental approval(s), by delivering written notice to the other party of the same prior to Closing.

14. **Defaults.** The parties, as applicable, shall be deemed to be in default (herein, a "Default") hereunder if one or more of the following events shall occur:

(a) Payment Default. Either party fails to pay any amounts due from it under this Agreement within ten (10) days after notice in writing of such nonpayment has been given to such party by the other party.

(b) Non-Payment Default. Either party defaults in the performance or observance of any of the covenants, restrictions, obligations, requirements, and stipulations to be performed and/or observed by such party hereunder, other than as to a payment obligation, if such default shall continue for a period of thirty (30) days after notice in writing of such default has been given to such party by the other party.

(c) Insolvency, etc. Developer shall: (1) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its debts as they mature; or (2) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (3) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization

or to effect a plan or other arrangement with creditors; or (4) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or (5) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its/his appointment; or (6) adopt a plan of complete liquidation of its assets.

15. **Remedies.** In the event of a Default by Developer under this Agreement, the City may (a) terminate its obligations under this Agreement upon thirty (30) days' notice to Developer, and/or (b) commence an action seeking as its remedy specific performance of this Agreement. In the event of a Default by the City under this Agreement, Developer may (i) terminate its obligations under this Agreement upon thirty (30) days' notice to the City, and/or (ii) commence an action seeking as its remedy specific performance of this Agreement. The remedies set forth in this Agreement shall be cumulative.

16. **Right of First Refusal.** The parties shall execute and record upon closing a right of first refusal granted to the City pursuant to which, in the event that the Developer receives any third party offer to purchase all or any part of the Land which it wishes to accept, the City shall have a right of first refusal to purchase the Land under the same terms and conditions as contained in the third party offer. The terms and conditions of such right of first refusal shall be incorporated into the Deed.

17. **Force Majeure.** The parties, in performance of their respective obligations under this Agreement, shall not be responsible for any event of "force majeure," or unavoidable delay, which shall mean an act of God, an inability to obtain labor, equipment, supplies, or materials in the open market, an enemy action, a civil commotion, an earthquake, a flood, a fire or other casualty, a war, hostilities, or invasion, an insurrection, a riot, mob violence, malicious mischief, sabotage, an unusual failure of transportation, a strike of any labor union, a lockout, a condemnation (other than, with respect to the performance by the City of its obligations, a condemnation by the City), pandemic or epidemic, litigation of any law, order, or regulation of any governmental, quasi-governmental, judicial or judicial authority, underground conditions that were not and could not reasonably have been foreseen by the City or Developer, as the case may be, prior to their discovery or occurrence, or any other similar cause not within the reasonable control of the City or Developer, as the case may be (but excluding either party's insolvency or financial inability to perform), provided that (a) the party which has been delayed shall have notified the other party within ten (10) business days of the occurrence thereof, and (b) such unavoidable delay shall be deemed to continue only so long as the party whose performance has been unavoidably delayed shall be using reasonable efforts to minimize the effects thereof. The provisions of this Section shall not alter, excuse or delay any payment obligations hereunder.

18. **No Waiver.** No waiver of any provision of this Agreement by either party shall be deemed or constitute a waiver of any other provision against the other party, nor shall it be deemed or constitute a continuing waiver unless expressly provided for in a written amendment to this

Agreement signed by Developer and the City. A waiver of default under this Agreement shall not be deemed a waiver of any subsequent default or any defaults of the same type. The failure to exercise any rights under this Agreement shall not constitute an approval of any breach.

19. **Amendment or Modification.** This Agreement may be amended or modified only by a written Amendment approved and executed by the City and Developer.

20. **Entire Agreement.** This Agreement and all exhibits hereto represent the entire agreement of the parties hereto. Any prior understanding or writing not contained herein shall be given no force and effect.

21. **Time.** For all purposes hereof, time is of the essence.

22. **Severability.** If any part hereof shall be deemed invalid or unenforceable, such a legality or unenforceability shall not affect the remaining portions hereof which can be given effect.

23. **Benefit.** This Agreement is binding upon the successors and assigns of the parties hereto and shall run with the Land. Each party shall not assign its rights hereunder without the prior written approval of the other party.

24. **Notices.** Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after such notice is sent by certified mail, postage prepaid to the addresses known , from time to time.

25. **Law and Jurisdiction.** THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF WISCONSIN. IN THE EVENT OF ANY DISPUTE CONCERNING ANY PROVISION HEREOF, OR IN THE EVENT OF ANY ACTION TO SEEK ENFORCEMENT HEREOF, IT IS HEREBY AGREED THAT THE EXCLUSIVE VENUE OF ANY SUCH ACTION IS IN THE CIRCUIT COURT FOR MARATHON COUNTY, WISCONSIN.

26. **Miscellaneous.** This Agreement shall be binding upon the City, the Developer, and their respective successors and assigns. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

27. **Approvals Not a Waiver.** No approval by the City Board, the City attorney, or any other person acting on behalf of the City shall be construed as a waiver of any of the requirements of the City's ordinances, or any other ordinances, statute, or regulation governing the Land or the Facility. It is understood that Developer has selected and appointed all contractors to be retained in the construction of the Facility, and the City shall have no responsibility whatsoever for the contractors or for the quality of and materials or workmanship provided by such contractors.

No authority granted herein to the City in connection with the review or approval of the contractors or the Facility shall be deemed to create any liability whatsoever on the part of the City.

28. **Authority to Execute Agreement.** Each party has full authority to enter into this Agreement and to consummate the transactions described herein. No consent, participation or other authorization is required by any other person or entity in order for the parties to fulfill their respective obligations hereunder. In addition, there is no pending litigation challenging or affecting the legality of the transactions contemplated by this Agreement, or seeking the restraint, prohibition, damages, or other relief in connection with this Agreement, and the same shall not have been instituted by any person, agency, or other entity as of the Closing.

29. **No Recording.** No party shall record this Agreement in the Register of Deeds office, provided that each party shall cooperate in the recording of the short-form memorandum of this Agreement as referenced herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

CITY:

CITY OF ABBOTSFORD

By: _____
James Weix, Mayor

By: _____
_____, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ___day of _____, 2023, the above-named James Weix, as Mayor, and _____, as City Clerk, respectively, of the **CITY OF ABBOTSFORD**, a Wisconsin municipality, and to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said municipal corporation.

* _____
Notary Public, State of Wisconsin
My Commission: _____

DEVELOPER:

ABBYLAND FOODS, INC.

By: _____

Name: _____

Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF)

Personally came before me this ___day of _____, 2023, the above-named _____, as the _____ of **ABBYLAND FOODS, INC.** a Wisconsin corporation, and to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said corporation.

*

Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A

Legal Description

Parcel ID 201-2802-061-0988 described in Doc. #1234793:

Part of Parcel one (1) of Certified Survey Map No. 5765 in the office of the Register of Deeds for Marathon County, Wisconsin in Volume 21 of Certified Survey Maps on page 83; being part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section six (6), Township twenty-eight (28) North, Range two (2) East, City of Abbotsford, Marathon County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Parcel one (1) on the South line of the Frontage Road noted in said Certified Survey Map, at an existing 1 inch iron pipe, this being the point of beginning; thence N89°24'39"E, a distance of 370 feet to a point on the south line of the Frontage Road noted in said Certified Survey Map; thence S0°11'22"W, 300 feet to a point; thence S89°24'39"W, 370 feet to a point; thence N0°11'22"E, a distance of 300 feet, to the point of beginning.

AND

Parcel ID 201-2802-061-0972 described in Doc. #1545050:

Lot 1 of Marathon County Certified Survey Map No. 5765 recorded in Volume 21 of Survey Maps, page 83; being a part of the Northeast Quarter of the Northeast Quarter (NE 1/4 - NE 1/4), Section 6-28-2 East, City of Abbotsford, Marathon County, Wisconsin; EXCEPTING that part of said Lot 1 of Marathon County Certified Survey Map No. 5765, described as follows; Commencing at the Northwest corner of said Lot 1 on the South line of Frontage Road noted in said Marathon County Certified Survey Map at an existing 1 inch iron pipe, this being the point of beginning; thence N89°24'39"E, a distance of 370 feet to a point on the South line of Frontage Road noted on said Marathon County Certified Survey Map; thence S0°11'22"W, 300 feet to a point; thence S89°24'39"W, 370feet to a point; thence N0°11'22"E, a distance of 300 feet, to the point of beginning; EXCEPTING that part of said Lot 1 of Certified Survey Map No. 5765 as described in Doc. 1781471 as recorded in the Marathon County Register of Deeds office; and EXCEPTING any part thereof used for road and/or highway purposes, and subject to easements of record.

Together with and subject to all easements and restrictions of record or of use.

**CONTRACT FOR PRIVATE DEVELOPMENT
BETWEEN THE CITY OF ABBOTSFORD
& SCOTT D. CHRISTENSEN PROPERTIES LLC**

This Agreement entered into this ___ day of _____, 2023, by and between the City of Abbotsford, a Wisconsin municipal corporation (“City”) and Scott D. Christensen Properties LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, the City has established the Tax Incremental District No. 6 (the “District”) to permit certain costs incurred by the City for the development of the District to be reimbursed from property tax increments; and

WHEREAS, the City is authorized by § 66.1105 of Wisconsin Statutes, as amended from time to time, to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the District Project Plan; and

WHEREAS, the City proposes to enter into a private development agreement with the Developer to achieve the objectives of and facilitate the development of the District’s Project Plan; and

WHEREAS, the Developer desires to purchase and develop a parcel of property in the District for business purposes. It is hereinafter referred to as the “Development”, which is the site plan incorporated herein by reference and is described and mapped in attached “Exhibit A.” This property is currently owned by the City. The City is prepared to provide assistance to the Developer in order to bring about development in accordance with this Agreement; and

WHEREAS, the proposed development by the Developer would not occur but for the development assistance being provided by the City under the terms of this Agreement;

NOW THEREFORE, in consideration of the Recitals, mutual promises, obligations, and benefits provided in this Agreement, the City and the Developer agree as follows:

**Section 1.
Findings and Determinations**

The City hereby finds and determines that:

1. The Private Development proposed by the Developer is consistent with the public purposes, plans and objectives respectively set forth in the District Project Plan.
2. A portion of the costs incurred or to be incurred by the City for the implementation of the District Project Plan will act as an inducement for the development by the Developer, and thereby making more likely the District Project Plan objectives and further adhering to the purposes and requirements of Wisconsin Statute § 66.1105.

Section 2.
Representations by the City

The City makes the following representations as the basis for entering into this Contract:

1. The City is a Wisconsin municipal corporation duly organized and existing under the laws of the State of Wisconsin.
2. The Development as proposed by the Developer constitutes a permitted use under the zoning ordinance of the City.
3. The activities of the City for this Development are undertaken and authorized for the purpose defined in Wisconsin Statutes §66.1105.

Section 3.
Representations by Scott D. Christensen Properties LLC

Scott D. Christensen Properties LLC represents and warrants that:

1. The Developer has full authority to execute and perform this agreement.
2. On the Property, the Developer will construct, operate, and maintain its Development in accordance with the terms of this Agreement and all local, state, and federal laws and regulations. The Development Plan is attached and incorporated into this Agreement as “Exhibit B”.
3. Developer is a business entity registered with the Wisconsin Department of Financial Institutions and licensed to conduct business in the State of Wisconsin.

Section 4.
Obligations of the Parties

1. The City shall convey to the Developer a parcel of land located in the City’s Industrial Park, with no physical property address assigned, but further described as [NEED LEGAL PROPERTY DESCRIPTION]. The land will be conveyed to the Developer at a per acre cost of \$1.00.
2. The City agrees to pay all legal fees, surveying expenses, and Certified Survey Map expenses related to this Agreement.
3. The Developer agrees that if this Agreement is terminated due to Developer’s actions or omissions, the Developer shall be responsible to reimburse the City for one-half of the costs articulated in above paragraph 2 of Section 4.
4. The City shall provide utility services, including water, sanitary, sewer, and electric, to the Developer up to the Developer’s property line, or to such point as the parties may mutually agree. A public roadway along the north portion of the Developer’s property will also be provided by the City.

5. All structures placed upon the project site shall be constructed in accordance with all applicable local, state, and federal building and zoning laws, and shall be completed no later than October 1, 2024, with the exception of the interior of the building which must be fully completed by October 1, 2029. Construction of this Development shall commence no later than October 1, 2023.
6. As of December 31, 2025, the Developer's property shall be deemed, for property tax purposes only, to have a fair market value of at least \$345,000.00 per acre plus the value of the land, regardless of whether the land and actual improvements completed support the value.
7. The City reserves the right to special assess for any future projects not covered in this Agreement. In the event the Development is not completed as planned by October 1, 2024, the Property, including all improvements, shall revert to the City. In the event of such a reversion, the Developer shall ensure that the Property is free and clear of all encumbrances, including but not limited to mortgages, liens, and delinquent taxes.
8. Notwithstanding the projections of value set forth above, upon full development the property shall be assessed for property tax purposes on a uniform basis with all other property in the City, and the Developer shall pay all applicable property taxes upon the value so assessed. The Developer agrees to pay a minimum assessed value of \$345,000.00 per acre. If the actual assessed value under this paragraph 8 is higher than \$345,000.00 per acre, then the Developer agrees to pay the higher value.
9. The Developer agrees that the property will not be sold or transferred to an entity which has tax-exempt status.

Section 5. Miscellaneous

1. Developer shall indemnify the City for all amounts of attorney's fees and expenses and expert fees/expenses incurred in enforcing this Agreement.
2. The City shall have all remedies provided by this Agreement, and provided at law or in equity, necessary to cure any default or remedy all actual damages under this Agreement.
3. This Agreement is binding on the successors and assigns of the parties, including but not limited to, any subsequent owner of the Property, any part of the Property, or any real property interest in the Property or any part of the property. If at any time the Property has more than one owner, any Payment for Municipal Services due under this Agreement for any Valuation Year shall be allocated among the owners in proportion to the fair market value of their property interests as of January 1 of the Valuation Year, as determined under section 4 of this Agreement.
4. This Agreement shall continue in full force and effect until such time as Developer's obligations and the City's obligations have been fully satisfied, at which point this Agreement shall terminate and be of no further force or effect. At that time, if this Agreement has been recorded, the parties shall jointly execute and record a release of the Agreement.

5. If any part of this Agreement is determined to be invalid or unenforceable, the rest of the Agreement remains valid and enforceable.
6. No waiver of breach of any provision of this Agreement shall be deemed a continuing waiver of the remainder of this Agreement.
7. The City does not become a partner, employer, principal or agent of or with the Developer. No vested right to develop the Project are granted to Developer by this document; the City does not warrant that Developer is entitled to any City approvals for development as a result of this Agreement.
8. Notice pursuant to this document shall be delivered to the following persons:

City: Josh Soyk, City Administrator
203 N. First Street
Abbotsford, WI 54405

Developer: Scott Christensen for Scott D. Christensen Properties LLC
500 S. 1st Avenue
Abbotsford, WI 54405

9. This Agreement shall be governed and interpreted in accordance with the laws of the State of Wisconsin. The State of Wisconsin has original jurisdiction and legal disputes arising out of this Agreement shall be brought in Clark County Circuit Court.

Section 6.

Effective Date/Conformity

This contract shall be effective immediately upon its passage and approval by the Abbotsford Common Council and execution by Scott D. Christensen Properties LLC.

Section 7.

Entire Agreement

There are no other agreements or understandings, either oral or in writing, between the parties affecting this Agreement.

[Acknowledgment page to follow]

DEVELOPER:

By: _____
Scott Christensen for
Scott D. Christensen Properties LLC

Dated: _____

CITY OF ABBOTSFORD:

By: _____
Jim Weix, Mayor

Dated: _____

Attest: _____
Erin Clausnitzer, Clerk

Dated: _____

DRAFT

City of Abbotsford, WI**CLIENT LIAISON:**

Dan Borchardt, PE

Phone: 715.304.0448

Cell: 715.216-3601

dborchardt@msa-ps.com

DATE:

June 5, 2023

**ABBOTSFORD – CEDAR STREET RECONSTRUCTION (2ND AVE TO 3RD AVE)
MSA PROJECT #07681048**

The pre-construction meeting was held Tuesday April 4, 2023 and Haas Sons started the project on May 15, 2023. The first progress meeting was held onsite May 30, 2023 and the work completed includes temporary water, removals, traffic control, watermain installation and part of the sanitary sewer work. Haas will be completing the sanitary sewer work by June 2nd and continue with storm sewer, roadway grading and curb and gutter the week of June 12th. Haas is on schedule and plans to wrap up the project on July 14, 2023. Haas will have pay application 1 for council approval at June 21st council meeting.

**ABBOTSFORD ELEVATED WATER RESERVOIR REHABILITATION
MSA PROJECT #07681056**

Construction on the elevated water tank began last Wednesday. The tank is currently empty, and the Viking Painting welding crew is cutting in the new hatches and other modifications. They plan to have the work complete and tank back online by the end of July.

**ABBOTSFORD WELL RECONDITIONING
MSA PROJECT #07681057**

CTW has rehabilitated Well No. 11 and is currently rehabilitating a second well. The production of Well No. 11 increased from 12 gpm to over 40 gpm.

**ABBOTSFORD NEW WELL DESIGN BIDDING AND CONSTRUCTION
MSA PROJECT #07681058**

Josh and MSA will be meeting next week with Brad Siefker, Wisconsin DNR, to discuss the two successful test wells. The discussion will include reconstructing the test wells into final municipal production wells. Plans and specifications for the reconstruction of the two test wells will be submitted to DNR on or before the Safe Drinking Water Loan Program (SDWLP) of June 30, 2023.

**ABBOTSFORD- N 5TH STREET RECONSTRUCTION (MAPLE TO OAK)
MSA PROJECT #07681055**

MSA will resume working on 5th Street in summer of 2023 and carry forward the 60% plans to complete the plans by fall of 2023. MSA will help the City submit an LRIP – MSID application in November 2023 to try to obtain grant funding to complete this work in 2024.

**ABBOTSFORD CDBG 2021 CDBG-PF ADMINISTRATION
MSA PROJECT #07681053**

MSA has been receiving and monitoring payrolls from CTW for the well rehab portion since the middle of April. The payrolls are up to date and MSA recommends payment from the City to CTW. Required CDBG labor interviews will take place in June on both the water tower and well rehab projects. The required CDBG monitoring checklist is due on June 22, 2023 to DOA. MSA will complete and submit this for the City.

DATE: May 30, 2023
TO: City of Abbotsford, Mayor and Council Members
FROM: Brian Chapman
REGARDING: W Linden Street Improvements
Application for Payment No. 1

Attached is a copy of the Application for Payment No. 1 request from Switlick & Sons, Inc. for the W Linden Street Improvements Project.

The project is going well and is currently within budget. It is our opinion that the City is receiving a quality project.

We recommend partial payment of Application for Payment No. 1 to Switlick & Sons, Inc. for \$85,731.80.

Contractor's Application for Payment No. 1

	Application Period: April 25, 2023 - May 9, 2023	Application Date: 5/10/2023
To (Owner): City of Abbotsford	From (Contractor): Switlick & Sons, Inc.	Via (Engineer): Cedar Corporation
Project: W. Linden Street Improvements, S. 4th Avenue to STH 13	Contract: WisDOT LRIP MSID	
Owner's Contract No:	Contractor's Project No:	Engineer's Project No: A6300-0008

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$ <u>882,746.00</u>
2. Net change by Change Orders.....	\$ _____
3. Current Contract Price (Line 1 ± 2).....	\$ <u>882,746.00</u>
4. TOTAL COMPLETED AND STORED TO DATE	
(Column 1 total on Progress Estimates).....	\$ <u>90,244.00</u>
5. RETAINAGE:	
a. 5% X <u>90,244.00</u> Work Completed.....	\$ <u>4,512.20</u>
b. 5% X _____ Stored Material.....	\$ _____
c. Total Retainage (Line 5.a + Line 5.b).....	\$ <u>4,512.20</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ <u>85,731.80</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ _____
8. AMOUNT DUE THIS APPLICATION.....	\$ <u>85,731.80</u>

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the

Contractor Signature

By: *Medin A. Switlick* Date: 5/10/2023

Payment of: \$ 85,731.80
(Line 8 or other - attach explanation of the other amount)

is recommended by: *Brian Chapman* 5/25/2023
(Engineer) (Date)

Payment of: \$ 85,731.80
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Date)
Funding or Financing Entity (if applicable)

DATE: May 30, 2023
TO: City of Abbotsford, Mayor and Council Members
FROM: Brian Chapman
REGARDING: W Linden Street Improvements
Application for Payment No. 2

Attached is a copy of the Application for Payment No. 2 request from Switlick & Sons, Inc. for the W Linden Street Improvements Project.

The project is going well and is currently within budget. It is our opinion that the City is receiving a quality project.

We recommend partial payment of Application for Payment No. 2 to Switlick & Sons, Inc. for \$151,078.03.

Contractor's Application for Payment No. 2

	Application Period: May 10, 2023 - May 24, 2023	Application Date: 5/25/2023
To (Owner): City of Abbotsford	From (Contractor): Switlick & Sons, Inc.	Via (Engineer): Cedar Corporation
Project: W. Linden Street Improvements, S. 4th Avenue to STH 13	Contract: WisDOT LRIP MSID	
Owner's Contract No:	Contractor's Project No:	Engineer's Project No: A6300-0008

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$	\$882,746.00
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	\$882,746.00
4. TOTAL COMPLETED AND STORED TO DATE (Column I total on Progress Estimates).....	\$	\$249,273.50
5. RETAINAGE:		
a. 5% X \$249,273.50 Work Completed.....	\$	\$12,463.68
b. 5% X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$12,463.68
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$236,809.83
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$85,731.80
8. AMOUNT DUE THIS APPLICATION.....	\$	\$151,078.03

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the

Contractor Signature

By: *Martin A. Switlick* Date: 5/29/23

Payment of: \$ \$151,078.03
(Line 8 or other - attach explanation of the other amount)

is recommended by: *Brian Chapman* 5/30/2023
(Engineer) (Date)

Payment of: \$ \$151,078.03
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Change Order No. 1

Date of Issuance: May 23, 2023 Effective Date: April 15, 2023



Project: Abbotsford Well Reconditioning	Owner: City of Abbotsford	Owner's Contract No.: 4349-ABBT
Contract: Abbotsford Well Reconditioning		Date of Contract: December 30, 2022
Contractor: CTW Corporation		Engineer's Project No.: 07681057

The Contract Documents are modified as follows upon execution of this Change Order:

Additional pressure acid treatment at Well No. 11. Installation of a new two inch union and new pump power cable for Well No. 11.

Attachments (list documents supporting change): None

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>221,200.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>October 30, 2023</u> Ready for final payment (days or date): <u>November 30, 2023</u>
Change from previously approved Change Orders No. <u>0</u> to No.: <u>0</u> \$ <u>0.00</u>	Change from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ N/A Ready for final payment (days): _____ N/A
Contract Price prior to this Change Order: \$ <u>221,200.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): _____ N/A Ready for final payment (days or date): _____ N/A
Increase of this Change Order: \$ <u>4,980.00</u>	Increase of this Change Order: Substantial completion (days or date): _____ N/A Ready for final payment (days or date): _____ N/A
Contract Price incorporating this Change Order: \$ <u>226,180.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>October 30, 2023</u> Ready for final payment (days or date): <u>November 30, 2023</u>

RECOMMENDED: By: <u></u> Engineer (Authorized Signature) Date: <u>May 23, 2023</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: <u></u> Contractor (Authorized Signature) Date: <u>05/24/2023</u>
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Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Change Order No. 2

Date of Issuance: May 24, 2023 Effective Date: May 24, 2023

Project: Abbotsford Water Reservoir Rehabilitation	Owner: City of Abbotsford	Owner's Contract No.:
Contract: City of Abbotsford - Abbotsford Water Reservoir Rehabilitation		Date of Contract: January 3, 2022
Contractor: Viking Painting, LLC		Engineer's Project No.: 07681056

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Revised Substantial and Final Completion dates. This does not change the contract price.

Attachments (list documents supporting change): NA

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$432,550.00	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>October 15, 2022</u> Ready for final payment (days or date): <u>November 14, 2022</u>
Increase/Decrease from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> \$ <u>N/A</u>	Increase/Decrease from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> Substantial completion (days): <u>N/A</u> Ready for final payment (days): <u>N/A</u>
Contract Price prior to this Change Order: \$432,550.00	Contract Times prior to this Change Order: Substantial completion (days or date): <u>October 15, 2022</u> Ready for final payment (days or date): <u>November 14, 2022</u>
[Increase] [Decrease] of this Change Order: \$ <u>N/A</u>	Increase of this Change Order: Substantial completion (days or date): <u>July 31, 2023</u> Ready for final payment (days or date): <u>August 31, 2023</u>
Contract Price incorporating this Change Order: \$432,550.00	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>July 31, 2023</u> Ready for final payment (days or date): <u>August 31, 2023</u>

RECOMMENDED:
By: 
Engineer (Authorized Signature)

ACCEPTED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: _____
Contractor (Authorized Signature)

Date: 5/24/2023
Approved by Funding Agency (if applicable): _____

Date: _____

Date: _____

Date: _____

Contractor's Application for Payment No. 1

	Application Period: 04/15/2023-05/22/2023	Application Date: 5/23/2023
To (Owner): City of Abbotsford	From (Contractor): CTW Corporation	Via (Engineer): MSA Professional Services, I
Project: Abbotsford Well Reconditioning	Contract: Abbotsford Well Reconditioning	
Owner's Contract No.:	Contractor's Project No.: 4349-ABBT	Engineer's Project No.: 07681057

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1	4980	
TOTALS	\$ 4,980.00	\$ -
NET CHANGE BY CHANGE ORDERS	\$ 4,980.00	

1. ORIGINAL CONTRACT PRICE.....	\$ 221,200.00
2. Net change by Change Orders.....	\$ 4,980.00
3. Current Contract Price (Line 1 ± 2).....	\$ 226,180.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F or I total on Progress Estimates).....	\$ 23,849.60
5. RETAINAGE:	
a. 0% 5% \$23,849.60 Work Completed.....	\$ 1,192.48
b. 0% 5% \$0.00 Stored Material.....	\$ 0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 1,192.48
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 22,657.12
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 0.00
8. AMOUNT DUE THIS APPLICATION.....	\$ 22,657.12
9. BALANCE TO FINISH, PLUS RETAINAGE (Column [G for LS] or [J for UP] total on Progress Estimates + Line 5.c above).....	\$ 203,522.88

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Date: 05/24/2023

Payment of: \$ 22,657.12
(Line 8 or other - attach explanation of the other amount)

is recommended by: 5/23/2022
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Abbotsford Well Reconditioning											Application Number: 1				
Application Period: 04/15/2023-05/22/2023											Application Date: 45069				
A				B			C	D	E	F	G	H	I		J
Bid Item No.	Spec. Item No.	Item Description	Contract Information			Work Completed to Date					Materials Presently Stored (not in F)	Total Completed and Stored to Date (G + H)	% (I / B)	Balance to Finish (B - I)	
			Item Quantity	Units	Unit Price	Total Value of Item (\$)	Quantities from Previous Pay Applications	Estimated Quantities Installed this Pay Period	Value of Work Installed this Pay Period	Total Estimated Quantity Installed					Value of Work Installed to Date
1		Mobilization, Bonds, and Insurance	1	EA	\$5,000.00	\$5,000.00		0.5	\$2,500.00	0.5	\$2,500.00	\$0.00	\$2,500.00	50.0%	\$2,500.00
2		Pull existing pump	5	EA	\$2,000.00	\$10,000.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$10,000.00
3		Physical/Chemical treatment of well	5	EA	\$5,000.00	\$25,000.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$25,000.00
4		Well televising	5	EA	\$1,400.00	\$7,000.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$7,000.00
5		Set and Remove Test Pump and Discharge Piping	5	EA	\$600.00	\$3,000.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$3,000.00
6		Test Pumping, minimum 8 hours	5	EA	\$600.00	\$3,000.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$3,000.00
7		Install submersible pump, motor and drop pipe	5	EA	\$2,000.00	\$10,000.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$10,000.00
8		Well Column Pipe (Undistributed Quantity)	1,300	FT	\$9.05	\$11,765.00		32	\$289.60	32	\$289.60	\$0.00	\$289.60	2.5%	\$11,475.40
9		Check Valves	5	EA	\$300.00	\$1,500.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$1,500.00
10		Well Disinfection	5	EA	\$200.00	\$1,000.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$1,000.00
ADDITIVE ALTERNATES															
A1		Hydraulic Fracking	6	EA	\$6,900.00	\$41,400.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$41,400.00
A2		Pressure Acidizing	7	EA	\$5,500.00	\$38,500.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$38,500.00
A3		Provide and Install Level Transducer	7	EA	\$1,325.00	\$9,275.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$9,275.00
A4.1		Provide New Submersible Pump	7	EA	\$2,300.00	\$16,100.00		1	\$2,300.00	1	\$2,300.00	\$0.00	\$2,300.00	14.3%	\$13,800.00
A4.2		Provide New Submersible Pump Motor	7	EA	\$2,180.00	\$15,260.00		1	\$2,180.00	1	\$2,180.00	\$0.00	\$2,180.00	14.3%	\$13,080.00
A5		Well 11 Rehabilitation	1	EA	\$11,600.00	\$11,600.00		1	\$11,600.00	1	\$11,600.00	\$0.00	\$11,600.00	100.0%	\$0.00
A6		Well 25 Rehabilitation	1	EA	\$11,800.00	\$11,800.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$11,800.00
Contract Totals						\$221,200.00			\$18,869.60		\$18,869.60	\$0.00	\$18,869.60	8.5%	\$202,330.40

CHANGEORDERS

1		Additional Acidizing, 2" union, pump cable	1	EA	\$4,980.00	\$4,980.00		1	\$4,980.00	1	\$4,980.00	\$0.00	\$4,980.00	100.0%	\$0.00
2					\$ -				\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
3					\$ -				\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
4					\$ -				\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
5					\$ -				\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
6					\$ -				\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
7					\$ -				\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
8					\$ -				\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
9					\$ -				\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
10					\$ -				\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
Change Order Totals						\$4,980.00			\$4,980.00		\$4,980.00	\$0.00	\$4,980.00	100.0%	\$0.00
TOTALS						\$226,180.00			\$23,849.60		\$23,849.60	\$0.00	\$23,849.60	10.5%	\$202,330.40

Stored Material Summary

Contractor's Application

For (Contract): Abbotsford Well Reconditioning							Application Number: 1					
Application Period: 04/15/2023-05/22/2023							Application Date: 45069					
A		B	C			D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month (\$)	Incorporated in Work		Materials Remaining in Storage (\$ (D + E - F))		
					Date Placed into Storage (Month/Year)	Amount (\$)		Date (Month/Year)			Amount (\$)	
									\$0.00		\$0.00	
									\$0.00		\$0.00	
									\$0.00		\$0.00	
									\$0.00		\$0.00	
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									\$0.00		\$0.00	
									\$0.00		\$0.00	
									\$0.00		\$0.00	
									\$0.00		\$0.00	
Totals										\$0.00	\$0.00	\$0.00

Minutes from the December 28, 2022, Abbotsford City Council Meeting in the Abbotsford City Hall Council Chambers.

Mayor Weix called the Meeting to Order at 6:00 PM.

Meeting was Posted According to State Statutes

Roll Call: M. Rachu, Diedrich, Read, Zeiset, Weideman, Espino.

Pledge of Allegiance – Held

Others Present: Administrator Soyk, DPW Stuttgen, Neal Hogden (TP Printing)

Comments by the Mayor – Mayor Weix wished everyone a Happy New Year

Comments by the City Administrator- Administrator Soyk reminded everyone that papers for re-election are due by 5:00 PM on Tuesday, January 3rd.

Comments by the Public- None

Minutes from the City Council Meeting held December 5, 2022- Motion to approve by *M. Rachu/ Diedrich. Unanimous*

Motion to Convene into Closed Session pursuant to Wis. Stat. s. 19.85(1)(g). Conferring with legal counsel for the Common Council who is rendering oral or written advice concerning strategy to be adopted by the body with respect to the Lease Agreement with EIP Holdings, LLC. - Motion by *M. Rachu/ Diedrich to Convene into Closed Session.*

Roll Call- M. Rachu, Diedrich, Read, Zeiset, Weideman, Espino.

Convene to Open Session- Motion by *M. Rachu/ Diedrich to Convene into Open Session.*

Roll Call- M. Rachu, Diedrich, Read, Zeiset, Weideman, Espino.

Discuss/Approve items if any from Closed Session- Motion by *M. Rachu/ Espino to approve the lease agreement with EIP Holdings, LLC pending adding language that allows Emergency Services to use the cell tower at no cost and clarification on the (1) mile exclusion zone. Unanimous.*

Incidents, Training, Accidents- Dylan Bloch is scheduled to take the General Wastewater Exam.

Fire Department Update- The fire commission approved the current bills in the amount of \$19,506.45. The checking account has a balance of \$164,583.53. The money market account has a balance of \$361,477.63. The CD at Abby Bank has a balance of \$300,000.

SECOND AMENDMENT TO REAL ESTATE LEASE AGREEMENT

THIS SECOND AMENDMENT TO REAL ESTATE LEASE AGREEMENT (this “**Amendment**”), dated as of this _____ day of _____, 2023 (the “**Effective Date**”), by and between **City of Abbotsford, Wisconsin** (the “**Lessor**”), and **Nsight Tower Holdings, LLC** (the “**Lessee**”), recites and provides:

RECITALS

WHEREAS, Lessor is the fee owner of certain real property located in Marathon County, Wisconsin, as more particularly described on **Exhibit A** (the “**Property**”).

WHEREAS, Lessee is the tenant under that certain Real Estate Lease Agreement by and between Lessor and Wausau Cellular Telephone Company Limited Partnership, dated as of September 19, 2000 (the “**Original Lease**”), as amended by that certain Amendment to Real Estate Lease Agreement, dated as of March 7, 2013 (the “**First Amendment**” and together with the Original Lease, as assigned and as further amended herein, collectively, the “**Lease**”).

WHEREAS, Lessor leases to Lessee a portion of the Property, as more particularly described on **Exhibit B** (the “**Premises**”).

WHEREAS, Lessee owns, operates, and maintains one or more wireless communications towers, equipment, shelters, and other associated improvements on the Premises (collectively, “**Improvements**”).

WHEREAS, Lessor and Lessee now desire to amend the Lease as more particularly provided below.

AGREEMENT

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

1. Defined Terms; Recitals. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference.

2. Amendment Fee. Within thirty (30) days after the full execution of this Amendment (and the MOL) and as a condition to its effectiveness, Lessee shall pay a one-time amendment fee of Thirty Thousand and No/100 Dollars (\$30,000) to Lessor.

3. Initial Term Additional Rent Payment. The initial term of the Lease is thirty (30) years (the “**Initial Term**”). The initial term commenced on September 19, 2000 (the “**Commencement Date**”) and ends on September 19, 2030 (the “**Expiration Date**”). The Rent for the period from September 19, 2022 to September 19, 2023 is \$7,127.28 per year (the “**Base** {07927862.DOCX.1}

1

Site Name: Abbotsford
Site Number: US-WI-5043

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Rent”). Commencing on September 20, 2023, Lessee shall pay an additional Twenty Thousand and No/100 Dollars (\$20,000) of Rent (the “**Additional Rent Payment**”), paid annually, in advance, to Lessor’s address set forth in Section 14, until the Expiration Date of the Initial Term. For clarity, the Additional Rent Payment is not subject to escalation or adjustment of any kind.

4. Rent Table for Remainder of Initial Term. For clarity, the annual Rent for the balance of the Initial Term is as follows:

Year	Annual Base Rent	Annual Additional Rent Payment	Total Annual Rent Payment
9.19.2022 to 9.19.2023	\$7,127.28	\$0	\$7,127.28
9.20.2023 to 9.19.2024	\$7,341.10	\$20,000	\$27,341.10
9.20.2024 to 9.19.2025	\$7,561.33	\$20,000	\$27,561.33
9.20.2025 to 9.19.2026	\$7,788.17	\$20,000	\$27,788.17
9.20.2026 to 9.19.2027	\$8,021.82	\$20,000	\$28,021.82
9.20.2027 to 9.19.2028	\$8,262.47	\$20,000	\$28,262.47
9.20.2028 to 9.19.2029	\$8,510.34	\$20,000	\$28,510.34
9.20.2029 to 9.19.2030	\$8,765.65	\$20,000	\$28,765.65

5. Renewal Terms. The Lease is set to expire on the Expiration Date. Immediately following the Expiration Date, Lessee shall have the option to extend the Lease for ten (10) additional five (5) year renewal periods (each a “**Renewal Term**”). Each such Renewal Term shall be deemed automatically exercised by Lessee unless Lessee provides written notice to Lessor of non-renewal at least thirty (30) days prior to expiration of the then current term. The terms and conditions of the Lease, as amended by this Amendment, will prevail during the term of each Renewal Term with the exception that the new rental rate will be determined in accordance with Section 6 of this Amendment. Section 1.3 of the Original Lease shall not apply to the ten (10) additional five (5) year Renewal Terms covered by this Section 5.

6. Renewal Term Rent. Rent for the first year of the initial Renewal Term shall be Thirty Thousand and No/100 Dollars (\$30,000). Rent shall adjust on the first day of each anniversary of the Renewal Term, by three percent (3%) over the prior year’s Rent amount. For clarity, there shall be no Additional Rent Payment during the Renewal Term, or any adjustment or escalation of Rent other than the three percent (3%) annual escalator referenced in the immediately preceding sentence. The annual three percent (3%) Rent escalation shall be in lieu of the periodic

rental adjustment under Section 2.2 of the Original Lease, and Section 2.2 of the Original Lease shall not apply to the Renewal Term Rent.

7. Renewal Term Revenue Share. Lessee shall have the exclusive right to sublease or grant licenses to use the Improvements or any other towers, structures, equipment, or ground space on the Premises, without Lessor's consent. The tenants that currently sublease space on the Premises are "Pre-Existing Tenants" and are more specifically identified on Exhibit D. The subleases currently in place as of the Effective Date hereof are the "Pre-Existing Leases."

Lessee may, in the future, enter into subleases or sublicenses (the "Additional Leases") with new tenants (the "Additional Tenants"). Additional Tenants refers to any Tenant other than Verizon Wireless, AT&T, Cellcom, and T-Mobile, or any affiliates or successors-in-interest thereof. Following the commencement of the initial Renewal Term on September 20, 2030, and for the duration of that and each further renewal exercised under Section 5, rent from the Pre-Existing Leases and Additional Leases shall be apportioned between Lessee and Lessor as follows:

a. For purposes hereof, "Aggregate Rent" shall mean all rents, payments and other amounts collected by Lessee from the Pre-Existing Tenants or any Additional Tenant pursuant to the Pre-Existing or Additional Leases, but exclusive of reimbursements and pass-through expenses from Pre-Existing or Additional Tenants with respect to utilities and other expenses. Lessee shall utilize an accounting system in accordance with good accounting practice that will accurately record all Aggregate Rent.

b. Lessee shall retain one hundred percent (100%) of the Aggregate Rent collected by Lessee from the Pre-Existing Tenants for the entire remaining term of such Pre-Existing Leases, including any escalators, renewals and extensions.

c. Following the commencement of the initial Renewal Term on September 20, 2030, Lessee shall retain seventy-five percent (75%) and shall remit to Lessor, on the fifteenth (15th) day of each month, twenty-five percent (25%) of the Aggregate Rent actually collected by Lessee from each Additional Tenant under an Additional Lease for the entire term of such Additional Lease, including any escalators, renewals and extensions.

d. Following the commencement of the initial Renewal Term on September 20, 2030, Section 2.3 of the Original Lease shall not apply to the Aggregate Rent revenue share covered by this Section 7.

8. Lessee's Property. Any and all personal property and/or improvements installed, used, and/or maintained by Lessee on or about the Premises, including, but not limited to, structures, buildings, antenna, tower, or related equipment, shall be and remain the exclusive property of Lessee; and no such property or improvements shall be considered "fixtures" of the Premises. Lessee shall, at its expense, remove its above ground property and improvements upon expiration or termination of this Lease, and shall restore the Premises to substantially the same condition existing as of the Commencement Date, reasonable wear and tear excepted.

9. Exclusive Use. In addition to any other use rights granted by the Lease, Lessee shall have the exclusive right to use and sublease the Premises for purposes of constructing, maintaining, and operating wireless communication infrastructure. Unless Lessor determines that it is required by law pursuant to a preemption imposed by state law, such as WIS. STAT. §§ 66.0404, 66.0406, and/or 66.0414, and as from time to time they are amended, Lessor shall not grant any right to a third-party which would affect all or part of the Premises in any way that competes, interferes, or conflicts with this exclusive use by Lessee.

10. Memorandum of Lease. Lessee shall be permitted to record a Memorandum of Lease, or Memorandum of Amendment of Lease, as applicable (“**MOL**”), in the form attached as **Exhibit C**, reflecting the terms of the Lease as modified by this Amendment, and Lessor shall promptly execute such MOL at Lessee’s request.

11. Survey of Premises. If an accurate, surveyed legal description of the Premises has not been incorporated into the Lease, Lessee may conduct an updated survey of the Premises, at Lessee’s sole cost and expense, to be used to replace any such erroneous legal descriptions, drawings, depictions, or site plans, previously attached as attachments, exhibits, schedules, or other supplements to the Lease, upon reasonable approval of the Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed. Such surveyed legal descriptions shall serve as the “Premises” under the Lease, shall supersede any other descriptions of the Premises in the Lease, shall be attached by Lessee through an additional “Premises Addendum” to the Lease at a later time, and may be done within five (5) years of the Effective Date of this Amendment.

12. Notices. All notices under the Lease shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

If to Lessee:

VB-S1 Assets, LLC
c/o Vertical Bridge REIT, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attention: General Counsel
Ref: US-WI-5043

If to Lessor:

City of Abbotsford
203 N. First St.
P.O. Box 589
Abbotsford, WI 54405
Attn: [REDACTED]

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4

Site Name: Abbotsford
Site Number: US-WI-5043

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13. Estoppels. The Lessor shall, within ten (10) business days of the request of the Lessee or any lender or prospective lender of Lessee, provide an estoppel certificate as to any matters reasonably requested by the Lessee or Lessee's lender.

14. Confidentiality. Lessor shall keep the terms of the Lease confidential, and shall not disclose any terms contained within the Lease to any third-party other than in connection with a bona fide third-party sale of the fee interest in the Property or in connection with financing by a third-party institutional bank or when Lessor determines that disclosure is required by law. This provision does not apply to the terms set forth and recorded in an applicable memorandum of lease.

15. Representations of Lessor. Lessor warrants and represents that: (i) it is the owner in fee simple of the Premises; (ii) it alone has full right to lease the Premises on the terms of the Lease, as amended; and (iii) it has the full authorization and authority to execute this Amendment.

16. Counterparts/Digital Signatures. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Amendment bearing an original signature by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. For the purposes of this section, "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

17. Ratification. Except as amended and modified herein, the Lease is ratified and confirmed in all respects and shall continue in full force and effect. In the event of any dispute between the terms of the Lease and this Amendment, the terms of this Amendment shall govern and supersede those set forth in the Lease.

[The remainder of this page is intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

LESSOR:

City of Abbotsford, Wisconsin

By: _____

Name: _____

Title: _____

[Lessor's Signature Page to Amendment]

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Site Name: Abbotsford
Site Number: US-WI-5043

LESSEE:

Nsight Tower Holdings, LLC

By: VB-S1 Assets, LLC

Its: Attorney-in-Fact

By: _____

Name: Buddy Norman

Title: Vice President

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Site Name: Abbotsford
Site Number: US-WI-5043

[Lessee's Signature Page to Amendment]

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Site Name: Abbotsford
Site Number: US-WI-5043

Exhibit A

Description of the Property (Parent Parcel)

PARCEL FOUR (4) OF MARATHON COUNTY CERTIFIED SURVEY MAP NO. 5765, DATED JANUARY 19, 1990, AND RECORDED JANUARY 30, 1990, IN VOLUME 21 OF CERTIFIED SURVEY MAPS, PAGES 83-84, AS DOCUMENT #920127; BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 2 EAST, CITY OF ABBOTSFORD.

LESS AND EXCEPT THAT PORTION OF PROPERTY CONVEYED TO MARATHON COUNTY FROM CITY OF ABBOTSFORD, A MUNICIPAL CORPORATION BY WARRANTY DEED DATED AUGUST 14, 1996 AND RECORDED AUGUST 21, 1996 IN DEED BOOK 752, PAGE 321.

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Site Name: Abbotsford
Site Number: US-WI-5043

Exhibit B

Legal Description of the Premises

LOT A BEING PART OF LOT 3 AND 4, MARATHON COUNTY CERTIFIED SURVEY MAP (CSM) 5765, VOL. 21 OF CSM, PAGE 83 AND ALSO PART OF THE SW ¼ OF THE FRACTIONAL NE ¼ SECTION 6, T28N, R2E, AND ALSO CITY OF ABBOTSFORD, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ¼ CORNER OF SECTION 6, T28N, R2E, MARKED BY A MARATHON COUNTY SURVEY MARKER PIN; THENCE S 25° 56' 14" E, 1624.76' TO THE NORTHWEST CORNER OF SAID LOT 4 CSM 5765, MARKED BY A ¾" DIAMETER STEEL ROD; THENCE S 2° 05' 55" E, 332.39 FEET ALONG THE WEST LINE OF SAID LOT 4 TO A ¾" DIAMETER STEEL ROD MARKING THE PLACE OF BEGINNING.

THENCE N 87° 54' 05" E, 83.90 FEET TO ¾" DIAMETER STEEL ROD ON THE WEST LINE OF PARCEL VOLUME MICRO 752, PG. 321, MARATHON COUNTY RECORDS; THENCE S 0° 42' 34" W, 72.11 FEET TO A ¾" DIAMETER STEEL ROD AT THE SOUTHWEST CORNER OF SAID PARCEL VOLUME MICRO 752, PG. 321; THENCE S 89° 17' 26" E, 250.00 FEET ALONG SAID SOUTH LINE OF PARCEL VOLUME MICRO 752, PG. 321, TO A ¾" DIAMETER STEEL ROD AT THE SE CORNER OF SAID PARCEL; THENCE CONTINUING S 89° 17' 26" E, 169.62 FEET TO THE WESTERLY RIGHT-OF-WAY OF ELEVENTH STREET, DEFINED BY CSM 9922; THENCE S 0° 26' 04" W, 373.47 FEET ALONG SAID WESTERLY RIGHT-OF-WAY OF ELEVENTH STREET, DEFINED BY SAID CSM 9922; THENCE S 87° 54' 05" W, 482.96 FEET TO A ¾" DIAMETER STEEL ROD ON THE WEST LINE OF SAID LOT 4 CSM 5765 " THENCE N 2° 05' 55" W, 465.69 FEET ALONG SAID WEST LINE OF LOT 4, CSM 5765, TO THE PLACE OF BEGINNING.

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Site Name: Abbotsford
Site Number: US-WI-5043

Exhibit C
Form of Memorandum of Lease
[SEE ATTACHED]

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Site Name: Abbotsford
Site Number: US-WI-5043

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

Vertical Bridge REIT, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: General Counsel

Site Name: Abbotsford
Site Number: US-WI-5043

SECOND MEMORANDUM OF AMENDMENT TO REAL ESTATE LEASE AGREEMENT

This Second Memorandum of Amendment to Real Estate Lease Agreement (“**Memorandum**”) evidences a Real Estate Lease Agreement, dated September 19, 2000, as amended by that certain Amendment to Real Estate Lease Agreement, dated as of March 7, 2013, and as further amended by that certain Second Amendment to Real Estate Lease Agreement (collectively, the “**Lease**”) by and between **City of Abbotsford, Wisconsin**, whose address is P.O. Box 589, Abbotsford, WI 54405 (“**Lessor**”), and **Nsight Tower Holdings, LLC**, by its attorney-in-fact **VB-S1 Assets, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 (“**Lessee**”).

WHEREAS, Lessor owns certain real property described on **Exhibit A-1** attached hereto (the “**Property**”).

WHEREAS, pursuant to the Lease, Lessor leases to Lessee a portion of the Property (the “**Premises**”) described on **Exhibit A-2** (and together with **Exhibit A-1**, collectively, **Exhibit A**).

WHEREAS, the Lease commenced on September 19, 2000, for an initial term of thirty (30) years, and the Lease was amended to add ten (10) additional five (5) year renewal terms.

WHEREAS, the Lease, as amended, further provides as follows:

1. The Premises may be used exclusively by Lessee for certain purposes, including, without limitation, erecting, installing, operating, reconstructing, and maintaining certain radio and communications towers, buildings, and equipment.

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Site Name: Abbotsford
Site Number: US-WI-5043

2. Lessee is entitled to sublease and/or sublicense the Premises, including, without limitation, any communications tower located thereon.

3. Lessor may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property.

4. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Lessor and Lessee and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

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ON NEXT PAGE]

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Site Name: Abbotsford
Site Number: US-WI-5043

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM as of the date last signed by a party hereto.

WITNESSES:

LESSOR:

City of Abbotsford, Wisconsin

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

STATE OF WISCONSIN

COUNTY OF _____

This instrument was acknowledged before me on _____, 2023, by _____
_____ (name of signatory), as _____
(title of signatory) of City of Abbotsford, Wisconsin.

Notary Public

Print Name: _____

My Commission Expires: _____

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Site Name: Abbotsford
Site Number: US-WI-5043

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[Lessee's Signature Page to Memorandum]

WITNESSES:

Name: _____

Name: _____

LESSEE:

Nsight Tower Holdings, LLC
By: VB-S1 Assets, LLC,
a Delaware limited liability company
Its: Attorney-in-Fact

By: _____
Name: Buddy Norman
Title: Vice President
Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

This instrument was acknowledged before me on _____, 2023, by Buddy Norman, as Vice President of VB-S1 Assets, LLC.

Notary Public

Print Name: _____

My Commission Expires: _____

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Site Name: Abbotsford
Site Number: US-WI-5043

EXHIBIT A
(TO MEMORANDUM OF LEASE)

EXHIBIT A-1
The Property

PARCEL FOUR (4) OF MARATHON COUNTY CERTIFIED SURVEY MAP NO. 5765, DATED JANUARY 19, 1990, AND RECORDED JANUARY 30, 1990, IN VOLUME 21 OF CERTIFIED SURVEY MAPS, PAGES 83-84, AS DOCUMENT #920127; BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 2 EAST, CITY OF ABBOTSFORD.

LESS AND EXCEPT THAT PORTION OF PROPERTY CONVEYED TO MARATHON COUNTY FROM CITY OF ABBOTSFORD, A MUNICIPAL CORPORATION BY WARRANTY DEED DATED AUGUST 14, 1996 AND RECORDED AUGUST 21, 1996 IN DEED BOOK 752, PAGE 321.

EXHIBIT A-2
The Premises

LOT A BEING PART OF LOT 3 AND 4, MARATHON COUNTY CERTIFIED SURVEY MAP (CSM) 5765, VOL. 21 OF CSM, PAGE 83 AND ALSO PART OF THE SW ¼ OF THE FRACTIONAL NE ¼ SECTION 6, T28N, R2E, AND ALSO CITY OF ABBOTSFORD, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ¼ CORNER OF SECTION 6, T28N, R2E, MARKED BY A MARATHON COUNTY SURVEY MARKER PIN; THENCE S 25° 56' 14" E, 1624.76' TO THE NORTHWEST CORNER OF SAID LOT 4 CSM 5765, MARKED BY A ¾" DIAMETER STEEL ROD; THENCE S 2° 05' 55" E, 332.39 FEET ALONG THE WEST LINE OF SAID LOT 4 TO A ¾" DIAMETER STEEL ROD MARKING THE PLACE OF BEGINNING.

THENCE N 87° 54' 05" E, 83.90 FEET TO ¾" DIAMETER STEEL ROD ON THE WEST LINE OF PARCEL VOLUME MICRO 752, PG. 321, MARATHON COUNTY RECORDS; THENCE S 0° 42' 34" W, 72.11 FEET TO A ¾" DIAMETER STEEL ROD AT THE SOUTHWEST CORNER OF SAID PARCEL VOLUME MICRO 752, PG. 321; THENCE S 89° 17' 26" E, 250.00 FEET ALONG SAID SOUTH LINE OF PARCEL VOLUME MICRO 752, PG. 321, TO A ¾" DIAMETER STEEL ROD AT THE SE CORNER OF SAID PARCEL; THENCE CONTINUING S 89° 17' 26" E, 169.62 FEET TO THE WESTERLY RIGHT-OF-WAY OF ELEVENTH STREET, DEFINED BY CSM 9922; THENCE S 0° 26' 04" W, 373.47 FEET ALONG SAID WESTERLY RIGHT-OF-WAY OF ELEVENTH STREET, DEFINED BY SAID CSM 9922; THENCE S 87° 54' 05" W, 482.96 FEET TO A ¾" DIAMETER STEEL ROD ON THE WEST LINE OF SAID LOT 4 CSM 5765 " THENCE N 2° 05' 55" W, 465.69 FEET ALONG SAID WEST LINE OF LOT 4, CSM 5765, TO THE PLACE OF BEGINNING.

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Site Name: Abbotsford
Site Number: US-WI-5043

Exhibit D

Pre-Existing Tenants

VB Site ID	Site Name	Tenant Name	Tenant Lease Execution Date	Tenant Lease Commencement Date
US-WI-5043	Abbotsford	Verizon Wireless		
		AT&T		
		Cellcom		
		T-Mobile		

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Site Name: Abbotsford
Site Number: US-WI-5043

PREPARED BY AND
WHEN RECORDED MAIL TO:

Ann K. Ultsch, Esq.
EIP Holdings II, LLC
c/o Everest Infrastructure Partners
Two Allegheny Center
Nova Tower 2, Suite 1002
Pittsburgh, PA 15212

_____ SPACE ABOVE THIS LINE FOR RECORDER'S USE _____

LEASE

THIS LEASE (“Agreement”) is made as of the ____ day of _____, 202__ (“Effective Date”) by and between **CITY OF ABBOTSFORD, WISCONSIN** (“Lessor”) and **EIP HOLDINGS II, LLC**, a Delaware limited liability company (“Lessee”). Lessor and Lessee are at times collectively referred to hereinafter as the “Parties” or individually as a “Party”.

RECITALS:

WHEREAS, Lessor is the owner of that certain real property located at or about 315 S. 11th Street, Abbotsford, WI 54405 (“Property”), which Property is more particularly described on Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, Lessor and Lessee have entered into that certain Letter Agreement last executed the ____ day of _____, 202__ (“Letter Agreement”), in which Lessor has agreed to lease to Lessee certain rights to the Property in accordance with the terms herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, and intending to be legally bound, Lessor and Lessee hereby agree and covenant to and with each other the following:

1. Recitals; Letter Agreement. The recitals and definitions set forth above and the Letter Agreement are incorporated herein by reference and made a part of this Agreement.

2. Lease. Lessor leases to Lessee:

(a) those portions of the Property (“Site Premises”) leased and/or otherwise utilized pursuant to the leases or other agreements listed on Exhibit “B” (“Current Agreements”), for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, cabinets, buildings, signage, ice bridges, fences, gates and all related facilities (collectively “Facilities”), and any and all activities and uses of the Site Premises related to the operation of a wireless communications site, which Site Premises shall be exclusive except for any contrasting rights granted prior to the Effective Date via the Current Agreements and exclusive upon the expiration or earlier termination of the Current Agreements, except that Grantor shall be permitted to add equipment for emergency services (“Emergency Services Equipment”) and operate on the Site Premises at no additional cost of Grantor; and

(b) non-exclusive easements (“Access and Utility Easements”) in, to, under and over the portions of the Property leased and/or otherwise utilized pursuant to the Current Agreements for ingress and egress to and from the Site Premises and a publicly dedicated roadway, and for the construction, installation, maintenance, repair, replacement, improvement, operation and removal of utilities, fiber and the like providing service to and from the Site Premises and the Facilities, and any related activities and uses (the Site Premises and Access and Utility Easements are collectively referred to herein as the “Premises”).

3. Current Agreements. Lessor shall not transfer or assign to Lessee all or any portion of its rights, obligations, title and interest in, to and under the Current Agreements. During the term of the Current Agreements, maintenance of the Premises is the responsibility of any tenants under the Current Agreements, and Lessee shall not be responsible for any default thereof by any tenants under the Current Agreements nor obligated to cure or seek remedy for such default. Lessor shall not extend or revise the Current Agreements without Lessee’s prior written consent, which consent may be denied in Lessee’s sole discretion. Lessor hereby irrevocably constitutes and appoints Lessee as Lessor’s true and lawful attorney-in-fact to deliver notices and effectuate on behalf of Lessor (i) termination of any Current Agreements and (ii) waiver of any removal of improvements and/or site restoration obligations under the Current Agreements.

4. Use of Premises. Subject to the remaining term of the Current Agreements, Lessor shall provide to Lessee the quiet enjoyment and use of the Premises. Lessee shall have the exclusive, unrestricted right to lease, sublease, license, transfer, assign or encumber, in whole or in part, or grant the use of the Premises and/or Lessee’s rights under this Agreement to any parties, including but not limited to (i) any lessee, sublessee or licensee under the Current Agreements, (ii) communication service providers or tower owners or operators, (iii) the affiliates, subsidiaries, parents and successors of Lessee, and (iv) holders of security interests (collectively, including successors and assigns, “Customers”). Lessee and its Customers shall have the right to enter and access the Premises at any time, twenty-four (24) hours a day, seven (7) days a week.

5. Term. This Agreement and the terms herein shall commence on the Effective Date and extend for fifty (50) years following the date of expiration or earlier termination of all Current Agreements (“Term”). Notwithstanding the foregoing, the grant of the Lease herein and Lessee’s right to possess the

Lease, and all use terms herein which inherently require Lessee's possession of the Lease to be effective, shall commence on the expiration or earlier termination of the Current Agreements, and extend until terminated in accordance with the terms herein.

6. Termination. In the event Lessee and its Customers cease all use of all portions of the Premises for a period of more than five (5) consecutive years (for reasons other than casualty or force majeure) subsequent to the expiration of the Current Agreements, the Premises shall be deemed abandoned and this Agreement shall be terminated. Limited or partial use of the Premises by Lessee or any Customers shall not be deemed a surrender or abandonment of the Premises or any unused portion thereof, nor prevent Lessee from benefiting from the full use and enjoyment of the entirety of the Premises. This Agreement may not be terminated by Lessor except in the event of a Lessee default as follows: (i) if Lessee fails to timely pay any sums due to Lessor and Lessee fails to cure such default within fifteen (15) days after receipt of written notice from Lessor of non-payment, or (ii) if Lessee fails to observe or perform any of the other covenants, conditions or provisions of this Agreement and Lessee fails to cure such default within sixty (60) days after receipt of written notice from Lessor of such default, or if such default cannot be reasonably cured within sixty (60) days then unless Lessee begins to cure such default within sixty (60) days and diligently pursues such cure to completion, then Lessor may terminate this Agreement by providing written notice of termination to Lessee delivered prior to Lessee's cure or commencement of a cure in accordance (i) or (ii). Upon termination Lessee and Lessor shall cooperate in the execution and recordation of any document reasonably required to evidence such termination.

7. Improvements. Lessee and its Customers may construct improvements in, to, under and over the Premises, all of which shall be deemed part of the Facilities. The Facilities shall remain the personal property of Lessee and its Customers, as applicable, and Lessor shall possess no right, title or interest therein.

8. Taxes. Upon the expiration of the Current Agreements, Lessee shall thereafter pay as a site expense all taxes directly attributable to the Facilities as evidenced by an applicable tax bill. Lessor shall pay all other taxes that are not directly attributable to the Facilities.

9. Exclusive Use; Interference. Subject to the terms and conditions of Wis. Stat. §§ 66.0404, 66.0406, & 66.0414, Lessor shall not permit (nor shall any third party with rights to the Property originating after the Effective Date permit) any of Lessee's Customers to use or occupy the Property, or any other property owned or controlled by Lessor within a one (1) mile radius of the Property (excluding any Customer that is already using or occupying any other property at the time of acquisition of such other property by Lessor subsequent to the Effective Date), for wireless communications purposes without the prior written consent of Lessee, which consent may be withheld in Lessee's sole discretion. For purposes of this paragraph, (i) each Customer of Lessee shall be deemed to remain a Customer for the full term of this Agreement even if such Customer ceases use of the Premises, and (ii) Lessor and each Customer is deemed to include all reasonably related parties thereto. Lessor shall not require the consent of Lessee to permit any third party that is not a Customer of Lessee to use or occupy the Property or any other property for wireless communications purposes. Lessor shall not install or permit to be installed any structure or equipment which causes measurable interference to the equipment of Lessee or its Customers, or otherwise permit any portion of the Property to be used in a manner which materially interferes with the operations of Lessee or its Customers. Provided, however, Lessor shall be permitted to construct a new tower for the Emergency Services Equipment and use by the Lessor only. Lessor shall not be permitted to add any additional tenants to such additional tower without the prior written consent of Lessee, which consent may be withheld in Lessee's sole discretion. Lessor and Lessee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, Lessee shall have the right to specifically enforce the provisions herein in a court of competent jurisdiction.

10. Environmental Covenants and Indemnity. Neither Lessor nor Lessee will introduce or use any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (“Hazardous Materials”) on, under or about the Property or the Premises in violation of any applicable law or regulation. Lessor and Lessee shall each indemnify, defend and hold the other Party harmless from and against any and all losses, costs, claims, enforcement actions and expenses, including reasonable attorneys’ fees, arising out of the presence of Hazardous Materials upon or affecting the Property or the Premises and caused by the indemnifying Party. The foregoing indemnity shall survive any termination of this Agreement.

11. General Indemnity. Lessor and Lessee shall each indemnify, defend and hold the other Party harmless from and against any and all losses, costs, claims and expenses, including reasonable attorneys’ fees, arising out of (i) the breach of any representation, warranty or covenant of such indemnifying Party set forth herein, or (ii) the use and/or occupancy of the Property or the Premises by the indemnifying Party, except to the extent arising from the negligence or intentional misconduct of the indemnified Party. The foregoing indemnity shall survive any termination of this Agreement.

12. Transfer of the Property; Assignment. The provisions and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors and assigns. Should Lessor sell or otherwise convey all or any part of the Property, such sale or conveyance shall be under and subject to the terms contained in this Agreement and Lessee’s rights hereunder. Notwithstanding the foregoing, this Agreement and the Premises are for the benefit of Lessee and its successors and assigns, rather than for the benefit of any other tract of land, and may be assigned freely, in whole or in part, by Assignee and its successors and assigns, to (i) any affiliate, subsidiary or parent of the assigning party, or (ii) any assignee which cumulatively owns, manages or is assigned a minimum of two hundred fifty (250) telecommunications sites or agreements. Any other assignment in whole shall require the consent of Assignor, such consent not to be unreasonably withheld, conditioned or delayed. Any assignee in whole shall assume all of the obligations of Assignee under the terms of this Agreement.

13. Estoppel Certificate. Each Party shall, within ten (10) days after request by the other Party, execute and deliver to the requesting Party a statement certifying (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether, to the responding Party’s knowledge, either Party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each default; and (iii) any other information reasonably requested concerning this Agreement or the Property.

14. Condemnation. In the event of any condemnation of the Premises in whole or in part, Lessee shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Premises is located, business dislocation expenses and any other award or compensation to which Lessee may be legally entitled.

15. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Lessor and Lessee as set forth on the signature pages. Either Party may change its notice address by providing notice as set forth herein.

16. Miscellaneous.

- (a) This Agreement, including all exhibits attached hereto and the Letter Agreement, constitutes the entire agreement and understanding of both Parties with respect to

the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements, and any amendments to this Agreement must be in writing and executed by both Parties;

- (b) this Agreement is governed by the laws of the state in which the Property is located;
- (c) in the event that either Party fails to pay when due any taxes, loans, judgments or payments attributable to or encumbering the Property, Premises or this Agreement, the other Party shall have the right, but not the obligation, to pay such sums on behalf of the non-paying Party, and the non-paying Party shall thereafter reimburse the paying Party for the full amount of such sums paid within five (5) business days of the non-paying Party's receipt of an invoice from the paying Party, or at the paying Party's option the paying Party may offset such amount, plus reasonable interest thereon, against any sums due from the paying Party to the non-paying Party;
- (d) in the event Lessee encumbers, pledges or otherwise assigns the Premises and/or Lessee's rights under this Agreement as collateral to secure any debt or other obligation of Lessee, (i) Lessor consents to such collateral assignment, (ii) the applicable holder of such collateral and its administrative agents shall be third party beneficiaries of such Lessor consent, and (iii) such Lessor consent may not be amended without the consent of the holder and its administrative agents;
- (e) if any provision of this Agreement is held to be void, invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to be operative, valid and enforceable to most closely reflect the intent of the Parties as expressed herein, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement and the other provisions of this Agreement shall remain in full force and effect;
- (f) the Parties shall perform, execute and/or deliver promptly any and all such further acts and documents as may be reasonably required to consummate and continue to effectuate the transaction contemplated in this Agreement, including but not limited to the execution of any applicable zoning or land use forms, utility easements, and transfer and recordation forms for this Agreement and the transaction contemplated herein;
- (g) the section headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement;
- (h) this Agreement has been negotiated at arm's-length, and in the event of any ambiguity in any of the terms and provisions, this Agreement shall be interpreted in accordance with the intent of the Parties and shall not be interpreted against or in favor of either Lessor or Lessee;
- (i) each Party acknowledges that neither Party has provided any legal or tax advice to the other regarding the transaction contemplated in this Agreement or in connection with the execution of this Agreement or any ancillary documents, and each Party has had the full opportunity to avail itself of legal and financial representation;

- (j) if any Party files an action for the enforcement or breach of this Agreement, the substantially prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs;
- (k) any Party, at its own expense, may record this Agreement upon the full execution hereof; and
- (l) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[Signatures to immediately follow.]

IN WITNESS WHEREOF, and intending to be legally bound, Lessor and Lessee have executed this Agreement.

LESSOR:

City of Abbotsford, Wisconsin

Printed Name: _____

Title: _____

PO Box 589
Abbotsford, WI 54405

STATE OF _____)

) SS:

COUNTY OF _____)

On this ____ day of _____, 202__, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of City of Abbotsford, Wisconsin, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name on behalf of said City by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

Exhibit “A”

Property

In the County of Marathon, Wisconsin

Legal Description:

[To be inserted per title report.]

Parcel/Tax Number: 201-2802-061-0985

Exhibit “B”

Current Agreements

1. That certain Real Estate Lease Agreement initially entered into by and between City of Abbotsford, Wisconsin, as lessor, and Wausau Cellular Telephone Company Limited Partnership, as lessee, dated September 19, 2000, including any amendments thereto.
2. Any other leases, licenses or agreements related to any wireless communications facilities on the Property to which Lessor is a party.