

December 3, 2025

City of Manitowoc
Attn: Mackenzie Reed
City Clerk, Deputy Treasurer
900 Quay Street
Manitowoc, Wisconsin 54220

Community Development Authority of the City of Manitowoc
Attn: Adam Tegen, Community Development Director
900 Quay Street
Manitowoc, Wisconsin 54220

Re: Notice of Relocation Claim by Braun Building Center, Inc.

Dear Ms. Reed and Mr. Tegen:

This firm represents Braun Building Center, Inc. ("Braun"). Please accept this letter as Braun's Relocation Claim under Wis. Stat. Chapter 32, Wis. Admin. Code Ch. ADM 92 and 49 C.F.R. pt. 24.

On May 6, 2018 the City of Manitowoc ("City") Common Council approved Action Item 180508 authorizing City's Mayor, City Attorney and Community Development Director to finalize a contract with Canadian National to purchase 24.538 acres owed by Canadian National (the "PROPERTY"). On April 12, 2019 the Community Development Authority purchased the PROPERTY by Quit Claim Deed. City's Common Council adopted Resolution File No. 20-0180 creating Tax Incremental District No. 22 (the "Project") which encompasses portions of the PROPERTY. A more complete Factual Background is attached to this Relocation Claim as EXHIBIT A.

Braun was displaced from its tenancy of premises located on the PROPERTY at 1103 Chicago Street, Manitowoc, Wisconsin on January 4, 2025. Neither City nor CDA prepared a relocation plan for the Project and no relocation services, information or assistance was provided to Braun by City or CDA.

Pursuant to Wis. Stat. Chapter 32, Wis. Admin. Code Ch. ADM 92 and 49 C.F.R. pt. 24 Braun is entitled to relocation services and payments.



December 3, 2025

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Braun submits this Relocation Claim for the following:

1. A replacement business payment of \$80,000.00.
2. Actual reasonable moving costs of \$121,780.42.
3. Search costs of \$1,000.00.
4. A rent refund of \$3,930.78 for prepaid rent from January through May 31, 2025.

Through this Notice of Relocation Claim, Braun demands that City and CDA pay the relocation benefits required pursuant to Wis. Stas. Chapter 32, Wis. Admin. Code Ch. ADM 92 and 49 C.F.R. pt. 24. Braun further demands that City and CDA prepare and file with the State of Wisconsin a relocation plan for the Project and provide Braun with all required relocation payments and assistance.

A copy of the Wisconsin Department of Administration Small Projects Plan is attached as EXHIBIT B.

Please contact me with any questions.

Very truly yours,

MICHAEL BEST & FRIEDRICH LLP

A handwritten signature in blue ink, appearing to read 'Alan Kesner', written over a white background.

Alan Kesner

Enclosures

cc: Eric G. Nycz, Esq., Manitowoc City Attorney

EXHIBIT A

RELOCATION CLAIM

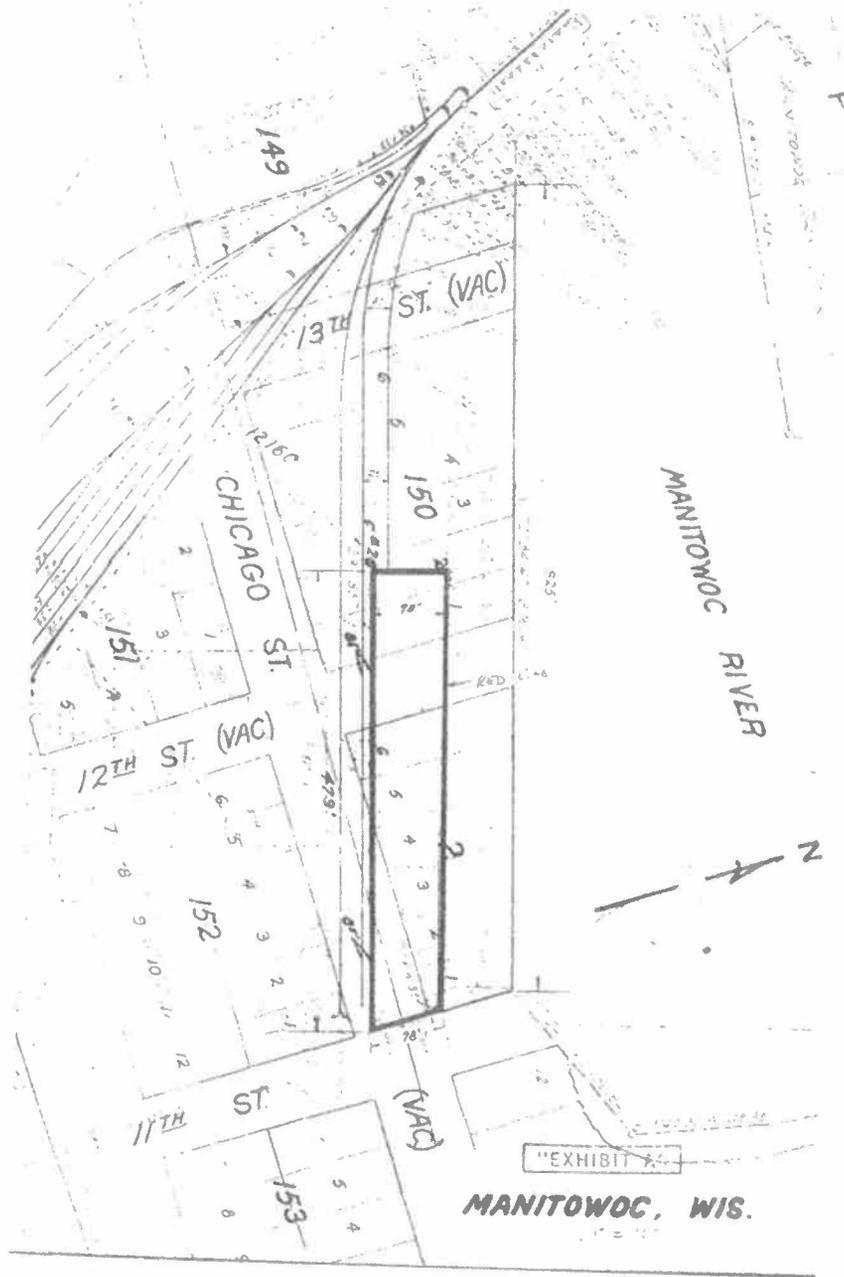
FACTUAL BACKGROUND

1. The City of Manitowoc (“City”) is a Wisconsin municipal corporation.
2. The Community Development Authority of the City of Manitowoc (“CDA”) is a public body corporate and politic created and existing under the laws of the State of Wisconsin.
3. City’s Common Council approved Action Item 180508 authorizing Mayor, City Attorney and Community Development Director to finalize a contract with Canadian National for purchase of 24.538 acres owned by Canadian National (the “PROPERTY”) on May 16, 2018.
4. CDA purchased the PROPERTY from Wisconsin Central Ltd., a Delaware corporation on April 12, 2019 by Quit Claim Deed recorded in Volume 3209, Page 638, Document No. 1204566.
5. City’s Common Council adopted Resolution File No. 20-0180 designating proposed boundaries and approving a project plan for Tax Incremental District No. 22 “Peninsula Redevelopment” (“TID 22”), City of Manitowoc, Wisconsin on February 19, 2020.
6. TID 22 encompasses portions of the PROPERTY and was created by City as a district in need of rehabilitation on conservation work in accordance with the provisions of Wisconsin Statutes Section 66.1105.
7. The TID 22 Project Plan (“Project Plan”) executive summary states that TID 22 “... is a proposed Redevelopment District ...” which “... will be created to pay the costs of various public improvements, potential development incentives, façade improvement, grants, and professional service costs (“Project”) to be developed by the City and Developers.”
8. The preliminary parcel list and analysis in the Project Plan states, on page 14, that Parcel 43 located at 1103 Chicago Street is “Occupied by Braun Building Center, Inc. (“Braun”).
9. Section 13 of the Project Plan states, on page 41, that “should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin Code ADM92.”

10. CDA recommended to City's Common Council approval of a Planned Unit Development ("PUD") to be known as River Point PUD applicable to the PROPERTY at its July 21, 2020 meeting.
11. City's Common Council approved File No. 21-0912 approving the River Point Implementation Plan for Planned Unit Development ("PUD") on September 20, 2021.
12. City's Plan Commission conducted the public hearing required in conjunction with the U.S. EPA's Brownfield Grant for the PROPERTY on October 26, 2022.
13. Pursuant to a Lease Agreement by and between Soo Line Railroad Company dated June 1, 1969 (the "Lease") Braun became the Lessee of certain real property (the "Leasehold Premises") legally described on Page 1 of the Lease and depicted on Exhibit A to the Lease, a copy of which is attached as Exhibit A.
14. Pursuant to an Amendment to Lease by and between Wisconsin Central Ltd. (a successor to Soo Line Railroad Company) dated February 28, 1997 (the "Lease Amendment") the Leasehold Premises was expanded by the addition of an additional area approximately 75' x 220' depicted on Exhibit B to the Lease Amendment, a copy of which is attached as Exhibit B.
15. In a letter dated December 8, 2022 from Assistant City Attorney Eric G. Nycz to Paul J. Bruan, Braun was notified that "... the City has reached an agreement to sell the property described in the Lease and we will require you to vacate the property." The letter continued to state "Please allow this letter to serve as written notice that we are terminating the Lease effective December 31, 2023..."
16. Braun continuously occupied the Leasehold Premises from June 1, 1969 to January 3, 2025, when it vacated the Leased Premises and delivered possession to City/CDA.
17. Braun used the Leased Premises variously as a lumber yard, storage facility and fabricating shop for the fabrication of roof trusses. The Leasehold Premises is located at 1103 Chicago Street, Manitowoc, Wisconsin, Parcel No. 0520007300100. The Leasehold Premises and improvements are further depicted on an aerial photograph from the Port of Manitowoc component of the Manitowoc Downtown and River Corridor Master Plan. A copy of that aerial photograph is attached as Exhibit C.
18. On August 31, 2023 Paul J. Braun filed Articles of Organization to create Athens Development LLC (EIN 93-3256239) ("Athens") as an entity to acquire a site and construct a new roof truss fabrication facility to replace Braun's Leasehold Premises. A copy of the Articles of Organization is attached as Exhibit D.

19. Braun subsequently located a replacement site for the new roof truss fabrication facility in the Woodland Industrial Park in the City of Two Rivers, Wisconsin. On December 18, 2023 Athens and the City of Two Rivers, Wisconsin entered into a Development Agreement which provided for Athens' acquisition of an approximately 9.6 acre site (the "Replacement Site") from the City of Two Rivers and construction of the new roof truss fabrication facility. A copy of the Development Agreement is attached as Exhibit E.
20. On December 28, 2023 Athens purchased the Replacement Site from the City of Two Rivers, Wisconsin for a purchase price of \$106,600. A copy of the Electronic Real Estate Transfer Receipt evidencing such purchase is attached as Exhibit F.
21. Athens substantially completed construction of the new replacement roof truss fabrication facility on December 30, 2024, at a total cost for construction and equipment of approximately \$3,600,000.

**EXHIBIT A TO RELOCATION CLAIM
FACTUAL BACKGROUND**



**EXHIBIT B TO RELOCATION CLAIM
FACTUAL BACKGROUND**

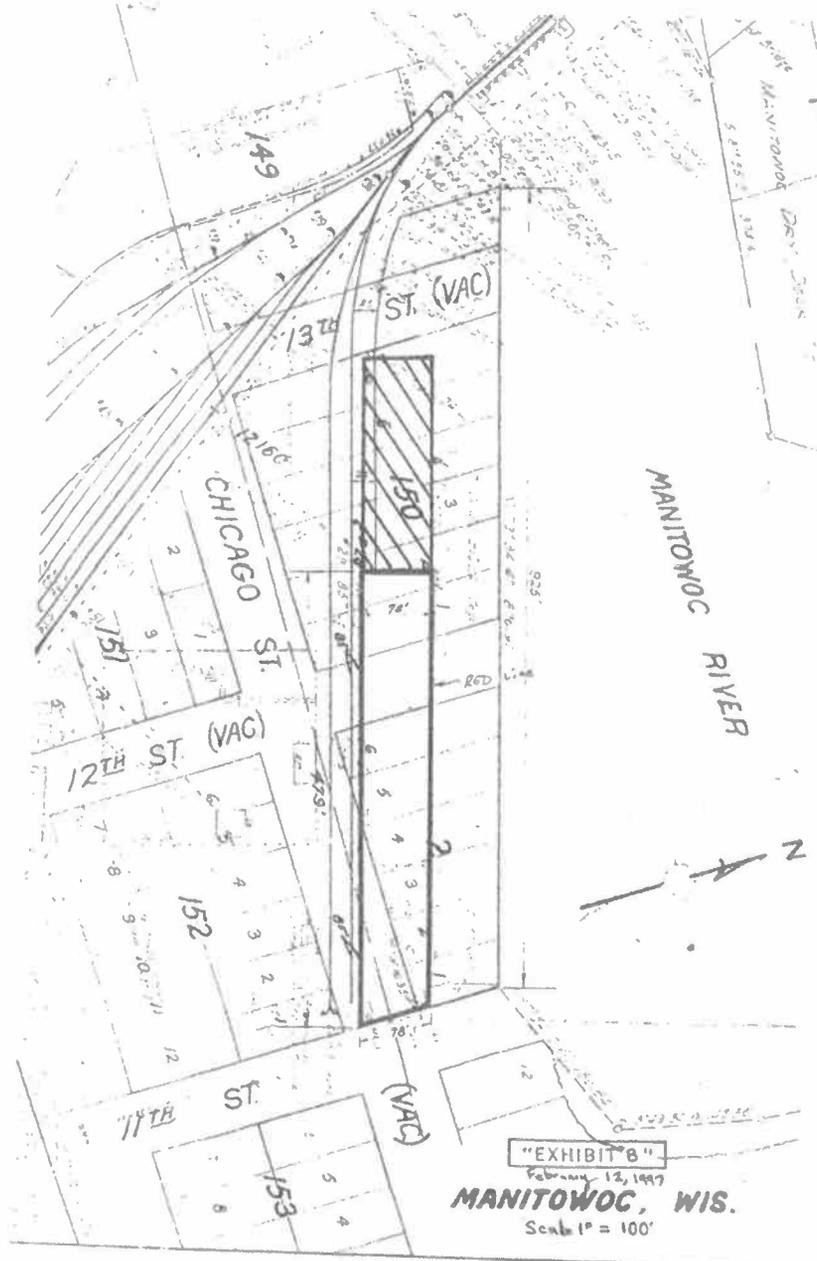


EXHIBIT D TO RELOCATION CLAIM FACTUAL BACKGROUND

Sec. 183.0202
Wis. Stats.



State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

- Article 1. **Name of the limited liability company:**
Athens Development LLC
- Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**
- Article 3. **Name and email address of the initial registered agent:**
Paul J Braun
pbraun@braunbuilding.com
- Article 4. **Street address of the initial registered office:**
3303 Menasha Avenue
Manitowoc, WI 54220
United States of America
- Article 5. **Street address of the principal office:**
3303 Menasha Avenue
Manitowoc, WI 54220
United States of America
- Article 6. **Name and complete address of each organizer:**
Paul J Braun
3303 Menasha Avenue
Manitowoc, WI 54220
United States of America
- Other provisions (optional). (No other provisions declared.)
- Other Information. **This document was drafted by:**
Timothy A Burkard
- Organizer Signature:**
Paul J Braun

jkuehnel@michaelbest.com

Date & Time of Receipt:

8/31/2023 2:12:42 PM

Order Number:

202308316263245

ARTICLES OF ORGANIZATION - Limited Liability Company(Ch. 183)



Filing Fee: \$130.00
Total Fee: \$130.00

ENDORSEMENT

**State of Wisconsin
Department of Financial Institutions**

EFFECTIVE DATE	
8/31/2023	

FILED 8/31/2023	Entity ID Number A108718
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EXHIBIT E TO RELOCATION CLAIM FACTUAL BACKGROUND

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF TWO RIVERS, AND Athens Development LLC

SECTION 1: PREAMBLE

This Agreement ("Agreement") is made as of the 18th day of December 2023 between the City of Two Rivers, Wisconsin, a Wisconsin municipal corporation (hereinafter "City") and Athens Development, LLC, a Wisconsin limited liability company (hereinafter "Developer"). The parties are collectively referenced hereinafter as "The Parties."

City wishes to assist in the successful development of the Woodland Industrial Park, located on Woodland Drive at STH 310, to create new tax base and job opportunities in the community. To that end, City created, Tax Incremental District No. 14 ("TID 14") has adopted Amendment No. 1 to TID 14

Amendment No. 1 to TID 14 amends the Project Plan for TID 14 which identifies an expenditure for a cash grant of \$450,000 to Developer to assist in financing the "Project," as described herein.

Developer has entered into an agreement with City to purchase 9.6 acres of real property located in said industrial park, which is described in Exhibit A attached hereto (the "Development Site" as defined herein). The Development Site is located within the boundaries of TID 14.

Developer proposes to construct improvements on the Development Site—the "Project" as defined herein—to include an approximately 28,000 square foot building, related site improvements, and equipment that is consistent with the Project Site Plan and Elevations attached hereto as Exhibit B. Developer estimates the total cost of the Development Site and the proposed site improvements and equipment to be \$2,050,000, as further detailed in the Project Budget provided by Developer, attached hereto as Exhibit C.

Developer has represented and hereby affirms, that the Project is contingent upon certain City assistance, in the form of the "TID 14 Cash Grant" as defined herein.

By Wisconsin State Statute, Section 66.1105(2)(f)(2)d, the terms for any TID-funded cash grant to a developer must be addressed in a written economic development grant agreement. Such agreement is subject to approval by the Two Rivers City Council.

This Agreement constitutes such an economic development grant agreement subject to approval by the Two Rivers City Council. City confirms no other consent or approval of this Agreement is needed to make it fully enforceable.

This Agreement is null and void if Developer's purchase of the Development Site is not closed by December 31, 2023. Developer may request an extension on the closing timeline.

SECTION 2: DEFINITIONS

- (1) *"Available Tax Increment"* means, for any given Revenue Year, an amount equal to the Tax Increment attributable to the Development Site.
- (2) *"Base Taxes"* means the real property taxes payable for Tax Year 2025 based on the assessed value of the Development Site as of January 1, 2024.
- (3) *"City Assistance"* means the TIF Grant, described herein.
- (4) *"Development Site"* means the location for the project and consists of one parcel of property in the City's Woodland Industrial Park, as described in Exhibit A.
- (5) *"Memorandum"* means a short form memorandum of this Agreement recorded in the real estate records. The parties agree that the form of memorandum attached hereto as Exhibit D is acceptable to both parties.
- (6) *"Private Financing"* means private equity, bank loans or financing from other, non-City sources necessary to fully fund the Project Budget attached hereto as Exhibit C.
- (7) *"Project Cost Breakdown"* means the Development Site, improved with the improvements identified in the reflected in the Project Site Plan and Elevations (Exhibit B) and Project Budget (Exhibit C).
- (8) *"Project Commencement Deadline"* means the date by which construction of the Project on the Development Site must commence. That date is July 1, 2024 .
- (9) *"Project Completion Deadline"* means December 31, 2024.
- (10) *"Revenue Year"* means any calendar year in which the City is reasonably expected to receive the revenue for such calendar year by reason of the actual payment of real estate taxes. By way of example, 2026 is the Revenue Year for the 2025 Tax Year based on the real estate valuation as of January 1, 2025.
- (11) *"Tax Increment"* means the difference between the Base Taxes and the total property taxes attributable to the Development Site in any Revenue Year during the term of this Agreement.
- (12) *"Tax Year"* means each calendar year for which real and personal property taxes are levied.
- (13) *"TIF Grant"* means a "pay as you go" grant of the Available Tax Increment for development of the Project in an amount not to exceed Four Hundred and Fifty Thousand Dollars (\$450,000). Said TIF Grant is to be paid in annual installments to the Developer starting in the year 2026 from the Available Tax Increment.

(14) *"TIF Grant Installment Amount"* for each Revenue Year means the Available Tax Increment for such Revenue Year which has been appropriated by the City Council to make a payment of the TIF Grant; provided, however, that in no event shall the cumulative total of all such TIF Grant Installment Amount payments exceed the total TIF Grant plus applicable interest.

(15) *"TIF Grant Payment Deadline"* means September 30, 2026, for Revenue Year 2026, and on each anniversary thereof for each subsequent Revenue Year.

SECTION 3: OBLIGATIONS OF DEVELOPER

The Developer is required by this Agreement to:

- A.** Secure all necessary Private Financing for the Project (including a firm commitment for permanent take-out financing for any construction financing) as defined herein and shall provide proof of such financing to the City, not later than December 31, 2023.
- B.** Obtain all necessary zoning, site and architectural plan approvals, building plan approvals and all required permits for the Project no later than April 1, 2024.
- C.** Commence construction of the Project not later than July 1, 2024, and complete the approximately 28,000 square foot building and the "Project" not later than December 31, 2024. Project completion shall include completion of the building, purchase, and installation of equipment, as identified in the Project Budget in **Exhibit C**.
- D.** Continue to own and operate the Project in the City of Two Rivers throughout the term of this Agreement.
- E.** Make timely payment of City property taxes, City special assessments and special charges, as well as City utility bills, throughout the term of this Agreement.
- F.** Make timely payment of all payments required and otherwise comply with all provisions of any Loan Agreement between Developer and the Business and Industrial Development Authority of the City of Two Rivers and/or the City of Two Rivers, and the Promissory Note executed by Developer pursuant to that Loan Agreement.

Developer must comply with Obligations A through F above to qualify for the grant assistance addressed in this Agreement. Failure to do so may result in the City declaring Developer in default of this Agreement and withholding TID 14 grant payments pending such default being cured. Failure by Developer to cure such defaults in a timely manner may result in the City terminating this Agreement, in which case any TID 14 grant funds already paid to Developer by the City, subsequent to the default shall be immediately due and payable by Developer to the City.

SECTION 4: OBLIGATIONS OF THE CITY

TIF Grant

- A. The Two Rivers City Council has adopted the Two Rivers Tax Incremental District 14 Amendment No.1 to the Project Plan for TIF 14 which identifies the Project within the Woodland Industrial Park.
- B. City hereby agrees to provide a TIF Grant in the amount of \$450,000 in the form of a pay-as-you-go grant to be paid in annual installments resulting in payments to Developer starting in the Revenue Year 2026 until Revenue Year 2045, subject the Developer's continued compliance with the conditions set forth herein. Such payments shall be made only to the extent that there is an Available Tax Increment in any Revenue Year.

The TIF Grant shall be payable solely from each Available Tax Increment which has been received and retained by the City in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes and appropriated by the City Council to payment of the TIF Grant. The TIF Grant shall be payable in annual installments on or before the TIF Grant Payment Deadline of each Revenue Year, commencing with Revenue Year 2026 (based on the Available Tax Increment generated in 2025) and on or before each TIF Grant Payment Deadline thereafter (based on Available Tax Increment generated in the immediately preceding Tax Year) in an amount equal to the TIF Grant for the respective Revenue Year; provided, however, that the City may, at its option and in its sole discretion, prepay the TIF Grant in whole or in part at any time.

- C. If the total TIF Grant payments have been insufficient to pay the full TIF Grant after the scheduled installment payable on or before the TIF Grant Payment deadline in Revenue Year 2045 (based on the Available Tax Increments generated in 2044), then the TIF Grant and all interest shall be deemed paid in full, the obligation of the City to make any further payment shall terminate, and Developer shall have no right to receive any additional payments.

City makes no representation or covenant, express or implied, that Available Tax Increments will be generated or that they will be sufficient to pay, in whole or in part, the TIF Grant and any applicable interest. No tax increments are pledged to the payment of the TIF Grant. All City payments of tax incremental revenue received by City from TID No. 14 shall be subject to annual appropriation.

As stated above, the application of Available Tax Increments to payment of the TIF Grant each year is subject to future annual appropriation by the Two Rivers City Council. City makes no representation or covenant, express or implied, that any Available Tax Increment will be generated and/or appropriated in any given year, nor does City make any representation or covenant as to any aggregate amount of Available Tax Increments to be paid to Developer.

SECTION 5: DEFAULT; REMEDIES; FORCE MAJEURE

- A. **Notice of Default and Right to Cure.** In the event of any default in or any breach of this Agreement or any of its terms or conditions by any Party hereto, the non- defaulting Party shall give written notice of the default to the defaulting Party. The defaulting Party may then cure such default or breach within ten (10) business days in the event of a monetary default or within thirty (30) calendar days in the event of a non-monetary default after receipt of such notice. In the event the non-monetary breach or default cannot reasonably be cured within said thirty calendar day period, the defaulting -Party shall not be in default hereunder if it timely commences to cure such default within said period and diligently pursues the cure and cures the same within a reasonable time thereafter. If the default or breach is not timely cured under this subsection, the non-defaulting Party may exercise any right or remedy provided for herein.
- B. **Remedies.** Subject to the notice of default and opportunity to cure provisions above, the Parties may exercise any rights or remedies provided for by law or equity in the event of any default in or breach of this Agreement by the other Party, including but not limited to termination of this Agreement, an action for specific performance and an action for the recovery of damages. All rights and remedies may be exercised independently or concurrently. The election of one remedy does not preclude the pursuit of other remedies, unless otherwise provided for by law.
- C. **Waiver.** Any delay by Party in instituting or prosecuting any action or proceeding or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or to deprive it of or to limit such rights in any way. The parties intend by this provision that no Party should be constrained in its efforts to resolve any issues that may arise, and hereby intend to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Agreement because of concepts of waiver, laches or otherwise, or to be compelled to exercise such remedy at a time when it may still hope otherwise to resolve the issue created by the default involved. No waiver in fact made by either Party with respect to any specific default by the other Party under this Agreement shall be considered or treated as the waiver of the rights of the non- defaulting Party with respect to any other defaults by such defaulting Party under this Agreement, or with respect to the default except to the extent specifically waived in writing.
- D. **Rights Cumulative.** The rights and remedies of each Party, whether provided by law, equity or this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same or different times of any other such remedies for the same event of default or breach or of any remedies for any other event of default or breach by either Party.
- E. **Enforcement Costs.** In the event any proceeding is commenced because of a default under this Agreement, the prevailing Party shall be entitled to recover its reasonable costs and expenses (including but not limited to reasonable attorneys' fees) incurred in enforcing the terms and provisions of this Agreement.

- F. Force Majeure. For the purposes of any provisions of this Agreement, a Party shall not be considered in breach or default of its obligations in the event of enforced delay in the performance of such obligations due to causes beyond its reasonable control and without its fault or negligence, including but not restricted to acts of God, acts of public enemy, acts of adjoining property owners, governmental authority, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, and unusually severe weather; it being the Parties' purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of the particular Party shall be extended for the period of the enforced delay.

SECTION 6: TERM

Unless terminated early in accordance with this Agreement, the term of this Agreement (the "Term") shall be for a period commencing upon the Effective Date of this Agreement and expiring on December 31, 2045

SECTION 7: NOTICES AND DEMANDS

A notice, demand or other communication under this Agreement by either Party to the other Party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally.
as follows:

For the City:
City of Two Rivers
Attn: City Clerk
1717 East Park Street
Two Rivers, WI 54241

For Developer:
Athens Development , LLC.
Attn: Paul Braum
1330 Bentwood Lane
Manitowoc, WI 54220

SECTION 8: PUBLIC RECORDS RESPONSIBILITIES

To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, Developer agrees as follows: If the City receives public records requests for records that the City believes might be in the possession of Developer, the City will notify Developer of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Developer shall either provide the City with the record that is requested, for release to the requestor; or Developer shall advise the City that it objects to the release of the requested information because it considers such information confidential or proprietary and provide the basis for the objection.

Regardless of any objection by Developer, however, if for any reason the City reasonably and in good faith concludes that the City is obligated to provide a record to a requestor that is in Developer's possession, Developer shall provide such records to the City promptly upon the City's request. Developer shall not charge for work performed under this section, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law

SECTION 9: MISCELLANEOUS

- A. **Approvals.** Whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by the Party's duly authorized representative. Except as otherwise set forth herein, wherever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld.
- B. **Waiver; Amendment.** No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing.
- C. **Entire Agreement.** This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the Parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the Parties with respect to the subject matter hereof.
- D. **No Third-Party Beneficiaries.** This Agreement is intended solely for the benefit of Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to the subject matter of this Agreement.
- E. **Severability.** If any provision of this Agreement is held invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement, which shall continue in full force and effect.
- F. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as their respective successors, transferees and permitted assigns. The obligations of Developer hereunder run with the land and bind any subsequent owners in title to the Development Site.
- G. **Municipal Approvals; Compliance with Law.** The provisions of this Agreement shall not vest any rights in Developer to any municipal approvals required under applicable law. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with any applicable laws, rules, regulations and ordinances, including the obligation to secure usual and customary building permits and approvals, in addition to compliance with all terms, conditions and covenants contained in this Agreement.

- H. **City's Right of Immunity.** Nothing contained in this Agreement constitutes a waiver of City's ability to assert its rights of immunity to tort claims under applicable law. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of City have any personal liability arising out of this Agreement, and no Party shall seek or claim any such personal liability.
- I. **Governing Law.** This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Manitowoc County, Wisconsin.
- J. **Time is of the Essence; Deadlines.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor. In the event a deadline herein falls on a non-business day, the deadline shall be deemed to fall on the next following business day.
- K. **Relationship of Parties.** This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between City and Developer.
- L. **Captions and Interpretation.** 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.
- M. **Counterparts/Electronic Signature.** This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.
- N. **Exhibits.** All exhibits reference herein are incorporated by reference.

STATE OF WISCONSIN)
) SS.
COUNTY OF MANITOWOC)

Personally appeared before me this ___ day of _____, 2023, the above-named Paul Braun, of Athens Development, LLC to me known to be such person, and acknowledge the same.

Notary Public, State of Wisconsin

Exhibit A

Legal Description of the Development Site

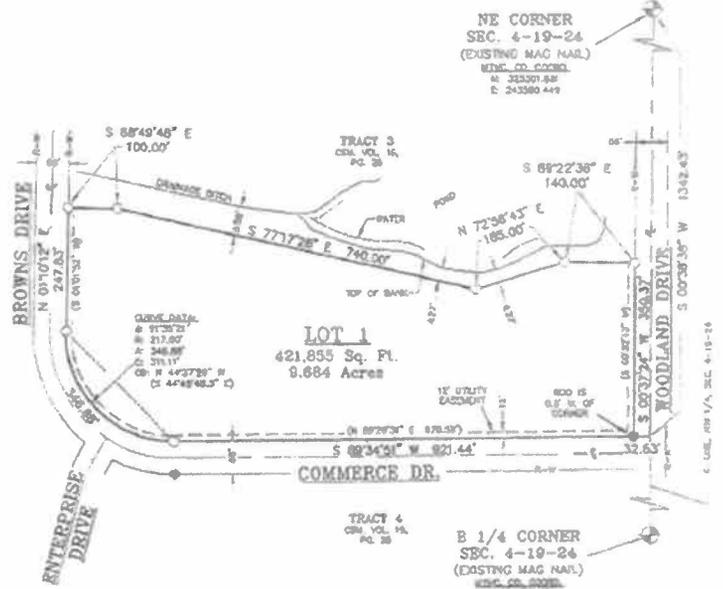
Part of Tract 3 of a Certified Survey Map Recorded in Volume 19, Page 25, Document No. 848244, being located in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 19 North, Range 24 East, City of Two Rivers, Manitowoc County, Wisconsin

CERTIFIED SURVEY MAP
 PART OF TRACT 3 OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 19, PAGE 26, DOCUMENT NO. 848244,
 BEING LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 24 EAST,
 CITY OF TWO RIVERS, MANITOWOC COUNTY, WISCONSIN



LEGEND

- = 3/4" x 16" IRON REBAR SET WEIGHING 1.13 LBS/FT
- = EXISTING 3/4" IRON ROD
- (rec) = "RECORDED AS" DIMENSIONS



CERTIFIED SURVEY MAP
PART OF TRACT 3 OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 19, PAGE 25, DOCUMENT NO. 848244,
BEING LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 24 EAST,
CITY OF TWO RIVERS, MANITOWOC COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, Jeffrey A. DeZeeuw, Professional Land Surveyor with Corner Point, do hereby certify that I have surveyed and mapped the following described parcel:

Part of Tract 3 of a Certified Survey Map recorded in Volume 19, Page 25, Document No. 848244, being located in the NE 1/4 of the NE 1/4 of Section 4, Township 19 North, Range 24 East, City of Two Rivers, Manitowoc County, Wisconsin, described as follows:

Commencing at the NE Corner of said Section; Thence S 00°36'38" W, 1342.43 feet coincident with the east line of said NE 1/4; Thence S 89°34'51" W, 32.53 feet to the southeast corner of said Tract 3, being the point of beginning; Thence continuing S 89°34'51" W, 921.44 feet (recorded as N 89°26'31" E, 920.52'); Thence Northerly, 346.68 feet along the arc of a 217.00 foot radius curve to the right, the chord of which bears N 44°37'29" W (recorded as S 44°45'48.5" E), 311.11 feet; Thence N 01°10'12" E (recorded as S 01°01'52" W), 247.83 feet all coincident with the south and west lines of said Tract 3; Thence S 88°49'48" E, 100.00 feet; Thence S 77°17'28" E, 740.00 feet; Thence N 72°36'43" E, 185.00 feet; Thence S 89°22'36" E, 140.00 feet to the east line of said Tract 3; Thence S 00°37'24" W (recorded as S 00°32'13" W), 350.37 feet to the point of beginning.

Said parcel contains 421,855 Square Feet (9.684 Acres) of land.

That I have made such survey, land division and map at the direction of Elizabeth Runge of the City of Two Rivers.

I further certify that the map hereon is a correct representation of the exterior boundaries of the lands surveyed and the division thereof. Also that I have fully complied with the provisions of Chapter 230.34 of the Wisconsin Statutes and Section 12.07 of the Manitowoc County Subdivision Regulations.

Dated 12/12/2023

Jeffrey A. DeZeeuw
 Jeffrey A. DeZeeuw
 Professional Land Surveyor



OWNER'S CERTIFICATE

As owners we hereby certify that we covered the land described on this map to be surveyed, mapped, divided and dedicated as represented on this map.

Dated December 20, 2023

Gregory E. Buckley
 Gregory E. Buckley, City Manager

CITY OF TWO RIVERS APPROVAL STAMP

THIS SURVEY MAP HAS BEEN REVIEWED
 AND APPROVED BY THE CITY OF TWO RIVERS

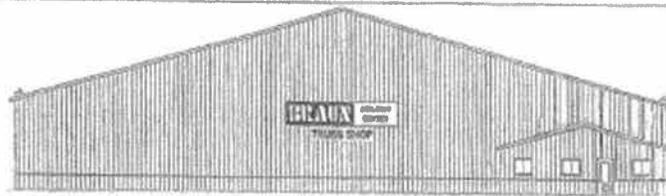
DATE: 12-14-2023

SIGNED: *Robert Taylor*

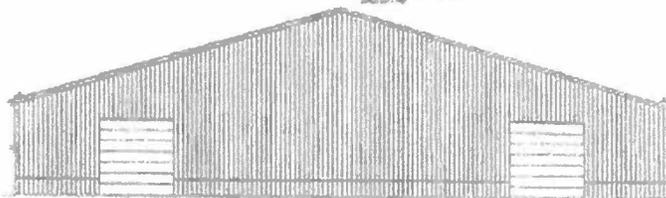


Exhibit B

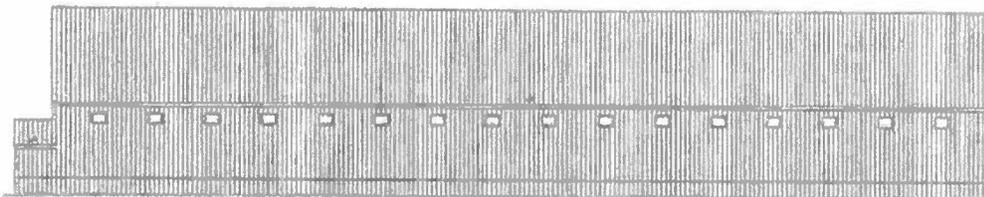
Preliminary Building and Site Plan



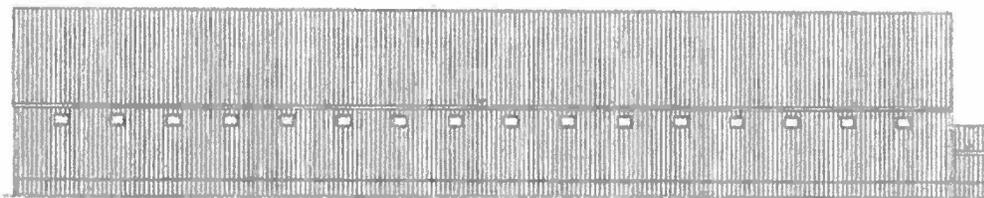
FRONT ELEVATION
20x30'-0"



REAR ELEVATION
20x30'-0"



RIGHT ELEVATION
20x30'-0"



LEFT ELEVATION
20x30'-0"

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

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17.000
18.000
19.000
20.000

BUILDING CENTER

BRAUN

TRUSS SHOP
DRAWING CENTER

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3.000
4.000
5.000
6.000
7.000
8.000
9.000
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16.000
17.000
18.000
19.000
20.000



March 9, 2023
Braun Building
Two Rivers, WI Proj. No.

SITE PLAN



SCALE: 1"=100'

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Exhibit C

Project Budget

City Loan: \$500,000

TID: Pay GO \$450,000

Private Financing: \$1,100,000

Total Project Cost: \$2,050,000

Exhibit D

Memorandum of Agreement

**MEMORANDUM OF
DEVELOPMENT AGREEMENT**

Document Number

Document Name

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (this "Memorandum") is made and entered into as of the 18 day of December, 2023, by and between the CITY OF TWO RIVERS, WISCONSIN, a Wisconsin municipal corporation (the "City"), on the one hand, and ATHENS DEVELOPMENT LLC, a Wisconsin limited liability company ("Developer"), on the other hand (the City and Developer are referred to herein, collectively, as the "Parties").

WHEREAS, the Parties entered into a certain Tax Incremental Financing Cash Grant and Developer Agreement, dated as of [Dec 18], 2023 (as may be amended from time to time, the "Development Agreement"); and

WHEREAS, the Development Agreement relates to certain real estate [a portion of which is] described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Parties desire to place this Memorandum of record in the real estate records for Manitowoc County, Wisconsin to provide notice to third parties of the Development Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Notice is hereby given that the Parties have entered into the Development Agreement affecting the Property. Until termination of the Development Agreement, the Development Agreement runs with the Property and is binding upon, benefits and burdens the Property, Developer and any subsequent owner and/or mortgagee of all or any portion of the Property and each of their successors an assigns.
2. The Development Agreement imposes certain obligations, liabilities and restrictions on the owners and/or mortgagees of all or any portion of the Property.
3. The term of the Development Agreement commenced as of [December 18], 2023, and terminates as provided therein.
4. The terms, conditions and other provisions of the Development Agreement are set forth in the Development Agreement, express reference to which is made for greater particularity as to the

Name and Return Address

City of Two Rivers
1717 East Park Street
Two Rivers, WI 54241
Attn: City Clerk

See Exhibit A attached
Parcel Identification Number (PIN)

This is not homestead property.

terms, conditions and provisions thereof. A copy of the Development Agreement is available upon request from the City at the offices of the City Clerk.

5. This Memorandum is not a complete summary of the Development Agreement. Provisions in this Memorandum shall not be used to interpret the provisions of the Development Agreement. In the event of conflict between this Memorandum and the unrecorded Development Agreement, the unrecorded Development Agreement shall control.

{Signature Pages Follow}

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first set forth above.

DEVELOPER:

ATHENS DEVELOPMENT LLC

By: *Paul Braun*
Name: Paul Braun
Title: MEMBER

STATE OF WISCONSIN)
) ss.
COUNTY OF Madison)

Personally came before me this 27 day of DECEMBER, 2023, Paul J. Braun, to me known to be the person who executed the foregoing instrument and to me known to be the MEMBER of Athens Development LLC, a Wisconsin limited liability company, and acknowledged that s/he executed the foregoing instrument as such authorized representative of said entity and with its authority.

Robert Seal
Notary Public, State of Wisconsin
My commission: 4.17.27



EXHIBIT F TO RELOCATION CLAIM FACTUAL BACKGROUND

Electronic Real Estate Transfer Receipt
Wisconsin Department of Revenue

7SGVV

Instructions

1. Grantors and grantees must review this receipt, noting grantor and grantee responsibilities
2. Mail or deliver the following items:

Manitowoc County Register of Deeds, 1010 S 8TH ST, RM 107, MANITOWOC, WI 54220-5392

- This receipt page and a transfer fee of \$0.00
- The deed or instrument of conveyance and a recording fee of \$30.00 (regardless of the number of pages)

To view real estate transfer return details online, visit:

<https://protect-us.mimecast.com/s/EU03CERKMAFpZBzEtpWwRh?domain=ww2.revenue.wi.gov>. You will need your receipt number, total value of real estate transferred, and the last name of one grantor or grantee.

Receipt 7SGVV . Filed December 28, 2023, 9:35 AM - Manitowoc County . Conveyance date 2023-12-29 .			
Value transferred	\$106,600	Transfer fee	\$0.00
Value subject to fee	\$0	Fee exemption number	2
Grantors	The City of Two Rivers, Wisconsin		
Grantees	Athens Development, LLC		
Tax bill address	Athens Development, LLC, 1330 Bentwood Lane, Manitowoc, Wisconsin 54220		
Property Location	Commerce Drive (City of Two Rivers)		
Parcels	053-204-101-021.03 (S4/T21N/R24E)		
Legal description	Lot One (1), Volume 37, Certified Survey Maps, Page 29, as Doc No. 1268490, being located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4), Section Four (4), Township Nineteen (19) North, Range Twenty-four (24) East, in the City of Two Rivers		
Grantor responsibilities: Grantors are responsible for paying the proper fee amount—verify the total property value, fee amount and fee exemption before sending this receipt to the county Register of Deeds.			
Grantee responsibilities: Grantees assert that this property is <u>not</u> a primary residence.			
Preparer	John M. Bruce, 920-212-2272, jbruce@westdunn.com		
Grantor agent	John M Bruce, 920-212-2272, jbruce@westdunn.com		
Grantee agent	Thomas O. Gartner, 414-270-2716, togartner@michaelbest.com		

If you have questions on the Real Estate Transfer Return (RETR), visit the Wisconsin Department of Revenue's Real Estate Transfer Fee web page at: <https://protect-us.mimecast.com/s/d1JCCJ6EqhKix2NtvUvg6?domain=revenue.wi.gov>, or contact your County Register of Deeds. To locate your Register of Deeds, visit: wrdaonline.org.

Information on a real estate transfer return is used to administer various Wisconsin laws, including: income tax, real estate transfers, rental unit energy efficiency, lottery tax credit, and general property tax. Whether you are a resident, part-year resident, or non-resident, you must report the transfer of Wisconsin real estate in a taxable transaction on your Wisconsin Income tax return. If you are a non-resident, you must file Form INPR to report the sale.

Penalties imposed under the following Wisconsin Statutes or Administrative Code:

Using an improper exemption - sec. 77.26(8), Wis. Stats.; falsifying the property value - sec. 77.27, Wis. Stats.; improperly claiming lottery and gaming credit as primary residence - chapter tax 20.12, Wis. Adm. Code.

Weatherization program under sec. 101.122, Wis. Stats., no longer exists.

EXHIBIT B



WISCONSIN DEPARTMENT OF
ADMINISTRATION

Small Projects Plan

Adm 92.29 Small projects relocation plan. A small projects relocation plan for projects having less than 3 displacements may be submitted in lieu of a complete relocation plan, and shall consist of items specified in s. Adm 92.28 (1), (4) and (10). A small projects relocation plan shall be submitted in a format approved by the department.

Relocation Plan For:

Displacing Agency:

Does the agency intend to use its eminent domain powers for this acquisition?

Yes No

Has the agency provided written information as required by Adm 92.06(2)?

Yes No

Has the agency provided the necessary pamphlets identified in ADM 92.06(3)?

Yes No

If any of the above responses are "No", please explain:

Primary Contact name, address, phone & e-mail address.

Plan prepared by (if different from primary contact):

Date Prepared:

Please submit for review & approval to Division of Legal Services, Dept. of Administration, P.O. Box 7864, Madison, WI 53707-7864. Questions? Call (608) 266-2887.

SMALL PROJECT RELOCATION PLAN CONTENTS

Part 1	Project Description
Part 4	Relocation Feasibility Analysis
Part 10	Assurance - Agency Head

PROJECT DESCRIPTION		PART 1
1. Project Name:	2. Condemner or Displacing Agency:	
3. Project Purpose:	4. Administrative Organization and Staffing for Relocation Assistance:	
5. Acquisition procedure that agency will follow: <input type="checkbox"/> s. 32.05 (please provide relocation order) <input type="checkbox"/> s. 32.06 (please provide determination of necessity of taking) <input type="checkbox"/> Other (specify) _____		
6. Relationship of this plan to total placement: a. <input type="checkbox"/> This plan covers all displacement expected for this project. b. <input type="checkbox"/> This is a continuation or amendment to the above project for which a plan had been previously approved by Dept. of Administration on _____. c. <input type="checkbox"/> This is a 1 st phase plan for the above project which will have subsequent displacement covered in later plans.		
7. If 6c. above is checked, explain the level of additional displacement expected and why it is not included in this plan:		
8. Project Location / Address (include county):		
9. What source(s) and amount of funds will be used in carrying out this project: <input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Private Est. total project cost _____ Est. Local financial contribution _____ Est. State financial contribution _____ Est. Federal financial contribution _____ Est. Private financial contribution _____		10a. If federal funding is expected to support any part of this project, identify the federal agency and program involved: 10b. If state or local funds are expected to be used in any part of the project, identify the agency and program involved:
11. Provide a project narrative including anticipated uniqueness &/or problems, as well as a project timetable.		

RELOCATION FEASIBILITY ANALYSIS - RESIDENTIAL			PART 4	
	Parcel or Unit Number			
DATA ON ACQUIRED	1. Occupants Status	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant	
	2. Family Composition Adults/Children	/	/	
	3. Type of Building Construction			
	4. Habitable Area			
	5. Age/State of Repair	/	/	
	6. Total Rooms/Bedrooms	/	/	
	7. Type of Neighborhood			
	8. Distance To: (S) Shopping (T) Transportation (Sch) School	S: T: Sch:	S: T: Sch:	
FINANCIAL INFORMATION	9. Gross Income	\$	\$	
	10. Current Rent (including utilities)	\$	\$	
	11. Value of Acquired Dwelling	\$	\$	
	12. Ability To Pay Rent or Purchase	\$	\$	
RELOCATION NEEDS	13. Rooms/Bedrooms Needed	/	/	
	14. Habitable Area Required			
	15. Probable Status	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant	
COMPARABLE ANALYSIS	16. Number of Comparables Available			
	17. Number of Comparables Expected at Displacement			
	18. Range of sale Price or Rent of Comparables	\$	\$	
	19. Comparables From Group Number			
	20. Most Comparable Unit Number and Price	Unit #: Price: \$	Unit #: Price: \$	
PAYMENTS ESTIMATES	21. Move Cost Payment <input type="checkbox"/> (A) Actual or <input type="checkbox"/> (F) Fixed	\$	\$	
	22. Search Expenses Payment	\$	\$	
	23. Owner Replacement Payment	\$	\$	
	24. Tenant Replacement Payment: <input type="checkbox"/> R = Rent Differential <input type="checkbox"/> D = Down Payment	\$	\$	
	25. Closing & Incidental Cost Payment	\$	\$	
	26. Mortgage Refinancing Cost Payment	\$	\$	

RELOCATION FEASIBILITY ANALYSIS - BUSINESS OR FARM

PART 4

Parcel or Unit Number			
DATA ON ACQUIRED UNIT	1. Occupants Status	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant
	2. Type of Business or Farm		
	3. Length of Occupancy		
	4. Size of Occupied Area (square feet)		
	5. Estimated # of Parking Spaces Required		
	6. Trade Fixtures Included	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	7. Equipment Requiring Special Move		
	8. Farm Size or Tillable Acreage		
FINANCIAL INFORMATION	9. Estimated Annual Gross Income	\$	\$
	10. Current Rent	\$	\$
	11. Estimated Value of Acquired Property	\$	\$
RELOCATION NEEDS	12. Special Features Needed		
	13. Area Required		
	14. Probable Status	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant
COMPARABLE ANALYSIS	15. Number of Comparables Available		
	16. Number of Comparables Expected at Displacement		
	17. Range of Sale Price or Rent of Comparables	\$	\$
	18. Comparables From Group Number		
	19. Most Comparable Unit Number and Price	Unit #: Price: \$	Unit #: Price: \$
PAYMENT ESTIMATES	20. Move Cost Payment <input type="checkbox"/> Actual <input type="checkbox"/> Payment in Lieu	\$	\$
	21. Search Expenses	\$	\$
	22. Estimated Owner Replacement Payment	\$	\$
	23. Tenant Replacement Payment: <input type="checkbox"/> R = Rent Differential <input type="checkbox"/> D = Down Payment	\$	\$
	24. Closing & Incidental Costs	\$	\$
	25. Mortgage Refinancing Cost Payment	\$	\$
	26. Reestablishment Cost Payment	\$	\$

RELOCATION PLAN ASSURANCES

PART 10

I Certify that this relocation plan contains accurate information and has been prepared in accordance with, and adequately provides for, the delivery of relocation services and payments prescribed under Wis. Stat. ss. 32.185 - 32.27 and Adm 92. I further assure that:

1. Displaced persons shall have an opportunity to occupy comparable, decent, safe and sanitary replacement housing.
2. Displaced business, farm operation or nonprofit organizations shall have an opportunity to occupy a comparable replacement and shall be assisted in reestablishing with a minimum of delay and loss of earnings.
3. Prompt and complete relocation payments will be made.
4. Project and program activities are designed to minimize displacement hardship.
5. Persons covered under Wisconsin's Open Housing Law shall be assisted to ensure equal opportunity to obtain housing from within a community's total housing supply.
6. Persons shall receive equal treatment in the relocation process.
7. Persons shall be given a reasonable time to move, and may not be required to move unless a comparable replacement is provided for or available.
8. Persons shall receive assistance consistent with needs, including referrals for social service, job and housing counseling, and transportation to available replacement dwellings.

Name (Chief Executive Officer or Agency Head)

Title

Date Signed

Signature