*** All present are expected to conduct themselves in accordance with our City's Core Values ***

OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department, Committee, Agency, Corporation, Quasi-Municipal Corporation, or sub-unit thereof.

Meeting: Economic Development Committee
Date/Time: Tuesday, December 6, 2022 at 5:15 p.m.
Location: City Hall, Council Chambers

Members: Sarah Watson (C), Chad Henke (VC), Lisa Rasmussen, Tom Kilian, and Carol Lukens

AGENDA ITEMS FOR CONSIDERATION

(All items listed may be acted upon)

1. Approval of Minutes from 11/1/22

2. Discussion and possible action approving the purchase of 722 Washington Street (Stratz)

3. Discussion and possible action approving the sale of 206 N. 6th Avenue (Stratz)

4. Discussion and possible action approving the Wausau Opportunity Condominium Plat, Declaration of Condominium by Wausau Opportunity Zone, Inc., Bylaws and Articles of Incorporation of Wausau Opportunity Condominium Association, Inc., Deeds of the Condominium Units, and appointment of City Director on Condominium Association Board for Wausau Opportunity Condominium Association, Inc.

5. Update on Macndon Ventures, LLC Development Agreement for Athletic Park (Fifrick)

6. Update on Riverlife Wausau, LLC Development Agreement for Riverlife Condo Project (Fifrick)

7. **CLOSED SESSION** pursuant to 19.85(1)(g) of the Wisconsin Statutes for Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved: relating to legal options and strategy to be adopted by body pursuant to Notice of Default for uncured violations of the Development Agreement with Riverlife Condos, LLC, including termination

8. **RECONVENE** into Open Session to take action on Closed Session items, as necessary

9. Discussion and possible action on January 2023 meeting date

10. Adjourn

It is likely that members of, and a quorum of the Council and/or members of other committees of the Common Council of the City of Wausau will be in attendance at the above-mentioned meeting to gather information. **No action will be taken by any such groups.**

This Notice was posted at City Hall and emailed to the Media on 11/30/22

Members of the public who do not wish to appear in person may view the meeting live on Channel 981 of Cable TV or the City of Wausau Meetings YouTube Channel at **https://tinyurl.com/WausauCityCouncil** (go to playlist and choose the meeting playlist desired). Any person wishing to offer public comment who does not appear in person to do so, may email **randy.fifrick@ci.wausau.wi.us** with “EDC public comment” in the subject line by 4:30 p.m. on the meeting day. All public comments received, either by email or in person, if agendized, will be limited to items on the agenda only. Messages related to agenda items received by 4:30 p.m. on the meeting day will be provided to the Committee Chair.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in it's services, programs or activities. If you need asssitance or reasonable accommodations to participate in this meeting or event due to a disability as defined under the ADA, please call the ADA Coodinator at (715) 261-6590 or email ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event, the City of Wausau will make a good faith effort to accommodate your request.

Other Distribution: Media, Alderpersons, Mayor, City Departments

Date | time Tuesday, November 1, 2022, at 5:15 P.M. | *Meeting called to order by* Watson at 5:15 P.M.

In Attendance

Members Present:	Sarah Watson, Chad Henke, Tom Kilian, Carol Lukens, Lisa Rasmussen
Others Present:	Liz Brodek, Randy Fifrick, Shannon Graff, Tammy Stratz, MaryAnne Groat, Mayor Rosenberg, Atty. Anne Jacobson, Lt. Jacob Chittum, Tracy Rieger, Rick Rubow, Alder Gary Gisselman, Trent Claybaugh (Gorman & Company, LLC), Rolly Lokre, David and Rebecca Hummer (Wausau Museum of Contemporary Art)

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

Agenda Item 1 – Approval of Minutes from 10/17/22

Kilian motioned to approve minutes from 10/17/22, seconded by Henke.

Approved Unanimously 5-0.

Agenda Item 2 – Discussion and possible action approving First Amendment to Planning Option for Gorman & Co. at 415 S. 1st Avenue (Brodek, Claybaugh)

Brodek reminded the committee that Gorman won a response to an RFP for 415 1st Avenue. They submitted a tax credit application in December of 2021 that was not approved but plan to resubmit the application this year. Brodek explained the current planning option goes through December 2022 with an option to extend 6 months. Gorman requested an extension through December 31, 2023, in part because of the WHEDA tax credit cycle which usually occurs at the end of the year is occurring in early 2023.

Rasmussen motioned to approve amendment, seconded by Kilian.

Approved Unanimously 5-0.

Agenda Item 3 – Discussion and possible action approving sale of 110 S 84th Avenue in the Business Campus to Wausau Coated Enterprises II, LLC (Fifrick)

Fifrick advised staff was approached by Wausau Coated about purchasing a land locked parcel that adjoins their existing facility, which would be used for future expansion and parking. Fifrick stated the typical asking price for land in the Business Park is $12,500 but this parcel is unique because it has a crick running through the north half of it restricting further development and because it is landlocked. Wausau Coated offered $10,000 and Fifrick stated staff felt that was a fair offer.

Rasmussen motioned to approved to accept the offer for the sale of 110 S 84th Avenue, seconded by Henke.

Approved Unanimously 5-0.

Agenda Item 4 – Discussion and possible action on the Waiver of First Right of Refusal for Jim N.E. Cricket, LLC at 309 McClellan Street (Stratz, David Hummer – Museum Owner)

Stratz stated David and Rebecca Hummer of Jim N E Cricket, LLC and owners of Wausau Museum of Contemporary Art received a commercial rehabilitation loan to assist with the repairs of the building when he purchased it. As part of this program, the borrower signed a Right of First Refusal so the property would remain taxable. Stratz explained the owners would like to transfer their LLC to their non-profit to see if their property taxes could be exempt. Stratz noted her conversations with them about the First Right of Refusal they signed and discussed the option of a PILOT payment to save money, but they struggled to make it work because the tax amount was higher than anticipated.

Rasmussen commented that she saw the condition of the building when the Hummer's took over the property and noted how dire the condition of the building was and that it wasn't fit for anyone to operate out of. She explained the Hummer's used the rehabilitation loan to complete what the previous owner tore apart and left and created something that now draws in room tax. Rasmussen said she does not understand why the city would demand a pilot payment from this entity when the Woodson Art Museum doesn't operate under the same standard. She noted Woodson Art Museum operates on an endowment, don't pay tax, and receive room tax on two separate allocations none of which the Hummer's receive for their museum. She stated that both facilities are bringing art appreciation to the community and deserve to receive the same benefits. She also commented the fear when this museum was established that it would cut into the fund's others receive but that has not occurred. She noted the Hummer's vision to renovate the upstairs of the building to then rent out as event space which if happens, that portion would remain taxable even though the museum is a non-profit.

Rasmussen motioned to approve waiving First Right of Refusal and waive the imposition of a PILOT payment, seconded by Henke.

Kilian asked if the Woodson Art Museum signed a First Right of Refusal. Brodek responded she is not aware of one.

Kilian commented he was not aware of the Woodson signing one other and thinks a PILOT approach would be appropriate but requested more details. He noted the packet stated the PILOT payment would be based on the city's current tax rate but asked how that would apply to future assessments.

Stratz noted she reviewed the current tax bill which was about $15,000 and the city's portion of the taxes was just over $6,000. Stratz indicated she would have to discuss with finance because she was unsure whether the amount would be the same forever or if it would fluctuate.

Kilian noted the assessed value is $595,900 but also noted it was recently listed for sale for $950,000 and although he is unsure whether it is sold/closed yet he commented on the wide variance between the numbers. Kilian agreed it makes sense to transfer the property to the non-profit but from other perspectives does not think waiving a valid agreement would be warranted. He stated if the PILOT payment would be reflective of the current rate and future assessments, he would support it.

Mr. Hummer, owner of the museum, spoke to the committee about the positive impact it has had on the community.

Approved 4-1 with Kilian being the dissenting vote.

Agenda Item 5 – Discussion and possible action approving the sale of 205 N 10th Street to Nathan Tvedten (Stratz)

Stratz advised she received an offer to purchase from the neighbor of the city-owned lot at 205 N. 10th Street. She said the offer was for $2,000 and they potential buyer wants to increase their lot size because the lot their home sits on is small. Stratz noted the lot, which was included in the recent request for ARPA funds to build single family homes, is one of the difficult lots to build on.

Kilian commented the city purchased the lot for $10,000 and demolished the duplex that was located on the site, but the offer received is for $2,000. He asked if the assessed value of the vacant lot is known.

Stratz said she doesn't have an assessed value on it because it's tax exempt but when she asked the attorney's office what the value of a lot would be she was told it would depend on whether there are utilities to the lot because it would be more valuable than other lots. Stratz noted this lot does not even have a driveway, nor any curb cuts for one. She stated when the city bought the property and demolished it, it didn't have a true driveway and was encroaching on the neighboring property and the lot lines needed to be fixed. Stratz said considering the complexities of the lot to make it developable, she would assume the value would not exceed $5-6,000.

Kilian clarified that there was a duplex on the lot prior to the city owning it. Stratz confirmed there was a duplex on it but when it was inspected, it was determined it was not habitable, which precipitated the demolition of it. Kilian recalled the adjacent properties, one of similar size and one slightly larger, have assessed values between $15-17,000. He noted that other lots around town, some which are vacant, appear to have a consistent value of $15,000 and feels that $2,000 for this lot is exceptionally low and although he doesn't necessarily think it should be sold at a price consistent with how the city assesses, he also does not think the city should sell it at a loss and recommended a sale price of $10,000. Kilian said citizens are paying taxes for lots of similar size with an assessed value around $15,000 and said he would likely approve this sale if the city would reevaluate how they are currently assessing these other lots throughout Wausau.

Rasmussen mentioned if the lot requires regular upkeep (lawn mowing, snow removal, etc.) and is a challenging lot with no prospects in 10 years, the city is likely incurring maintenance costs that this sale would eliminate and potentially provide cost savings. Stratz commented the city has been maintaining the property for the past 10 years. She also noted the city attempted to sell it to the previous owner of this home, but they were unable to afford it.

Watson also noted the city could benefit from the sale considering they would no longer have to provide maintenance.

Henke noted that although there's a difference between industrial and residential, a sale was just approved in the industrial park for $10,000 where typically lots sell for $12,500. He said if it was a .165 size lot, which would equate to $2,000 and wonders if there could be a mid-point, like $5,000 for this lot.

Lukens asked if the sale of this lot would then generate tax revenue. Stratz replied, it would. Lukens noted she likes Henke's idea but does see the benefit of selling it at the current offer, through tax revenue and reduced maintenance costs.

Watson asked if this offer is comparable to the sale of lots in the past. Stratz replied it is in the range and also commented that if someone would make an offer of $2,000 on a more desirable city-owned, she would argue against selling at that price. Stratz noted it would cost much more to build a home on this lot than it would ever be worth.

Rasmussen motioned to approve sale as proposed, seconded by Henke.

Kilian asked in the timeframe the city has owned the property, was it actively put on the market for sale. Stratz said yes, since it was purchased, it's been on the property disposition page and ads in the paper for some time and there is a sign on the lot. Kilian asked if it was ever put on a list for the private sector. Stratz said they have not ever hired a realtor to list it because the commission that would need to be paid would be more than the lot would be worth and it would also increase the cost of the property to the private sector but has not been on the MLS because an agent was not hired.

Approved 4-1 with Kilian being the dissenting vote.

Agenda Item 6 – Update on parcel 722 Jefferson Street an opportunity for a COPs building (Stratz, Lt. Chittum)

No action needed for this agenda item.

Agenda Item 7 – Discussion and possible action on First Amendment to the Development Agreement of Mountain Lanes apartments at 1401 Elm Street (Michael Loy, Atty. Jacobson)

Rasmussen motioned to approve First Amendment to the Development Agreement, seconded by Lukens.

Approved Unanimously 5-0.

Agenda Item 8 – Discussion and possible action consenting to Assignment and Assumption of sale of Mountain Lanes apartments from 1401 Elm Street, LLC and Roland Lokre to Dean Kincaid, Inc. (Michael Loy, Atty. Jacobson)

Rasmussen moves to approve transfer, seconded by Henke.

Approved Unanimously 5-0.

Agenda Item 9 – Discussion and possible action approving Wausau Opportunity Zone (WOZ) Condominium Declarations and Plat (Brodek, Atty Roang, Atty. Mella, Ghidorzi)

This item was removed from the agenda at meeting start.

Agenda Item 10 – Discussion and possible action on potential amendment to Riverlife Condo Development Agreement (Brodek).

Discussion occurred in closed session as it was agendized.

Agenda Item 11 – CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: relating to Update and Review of T. Wall/Foundry on Third Development Agreement & Review and Possible Action on Third Amendment to Riverlife Condos Development Agreement.

Motioned by Rasmussen, seconded by Kilian to move into closed session.

Roll call vote Approved Unanimously 5-0.

Agenda Item 12 – RECONVENE into Open Session to take action on Closed Session items, as necessary

Rasmussen motioned to direct staff to issue the appropriate notice of default under the development agreement to the developer and that will then start the timeline for the process. Seconded by Lukens.

Approved Unanimously 5-0.

Agenda Item 13 – Discussion and possible action on December meeting date.

Brodek stated she would not be available for the 12/6/22 meeting and asked the committee if they would like to keep the meeting date the same and have Fifrick run it or change the date. The committee agreed to keep the meeting date the same for December.

Agenda Item 14 – Adjournment

Henke motioned to adjourn, seconded by Lukens

Approved Unanimously 5-0

Meeting adjourned at 6:52 p.m.

Planning, Community and Economic Development
Liz Brodek, Development Director

TEL: (715) 261-6680
FAX: (715) 261-6808

WAUSAU
WISCONSIN

MEMO

TO: Economic Development Committee Members

FROM: Tammy Stratz, Community Development Manager

DATE: November 28, 2022

RE: Community Development Loan, 722 Washington Street

On July 10, 1990, the City of Wausau, Community Development Department issued a rehabilitation loan to a Vang Moua Chang and Chue Yang in the amount of $49,115.99. This was a special program at the time of which staff worked with a local lender (Marathon Savings and Loan – now Marathon Bank) and an approved household for the purchase and renovation of a home. The property was located at 722 Washington Street, Wausau. The terms of the loan were that it carried a 0% interest rate and repayment was not due and payable until the homeowner sells the house or is no longer the primary resident. The borrower has not made any payments on this loan.

On September 19, 2022, we received notification that Marathon Bank was starting foreclosure proceedings against this homeowner for default of payment. Staff has had a few conversations with Marathon Bank to keep us abreast of the situation. The Findings of Fact and Conclusions of Law and Judgment indicates that Marathon Bank has just under $10,000 in uncollected fees and loan balance.

We have just received confirmation that the Sheriff's Sale will happen on January 3, 2023. In most cases, it does not make sense for the City to bid on these parcels as the amount of the first position loan is higher than what would make sense to pay. In this case, we believe it would be in the City's best interest to attempt to purchase the property during the Sheriff's Sale for renovation and resale purposes. There is a chance that we might be outbid by someone else, but in that case both Marathon Bank and the City will be made whole.

Staff is requesting your authorization to bid on the property at the Sheriff's Sale to purchase the property. If you have any questions, please feel free to call me directly at 715-261-6682 or e-mail me at tammy.stratz@ci.wausau.wi.us.

Thank you.

Document Number	**Lis Pendens** **Title of Document**

STATE OF WISCONSIN - MARATHON COUNTY
RECORDED
09-02-2022 at 1:38 PM
DEAN J. STRATZ, REGISTER OF DEEDS
DOC#: **1868985**
Pages: 3

This document has been electronically recorded and returned to: Eaton Law, LLP

Recording Area

Name and Return Address
Scott A. Jackman, Esq.
Eaton Law, LLP
513 Grant Street
Wausau, WI 54403

291-2907-361-0146
Parcel Identification Number (PIN)

This instrument was drafted by:
Scott A. Jackman, Esq. - Eaton Law, LLP

STATE OF WISCONSIN CIRCUIT COURT MARATHON COUNTY
BRANCH IV

MARATHON BANK,
f/k/a MARATHON SAVINGS AND LOAN ASSOCIATION,

Plaintiff,

-vs-

VANG MOUA CHANG,

CHUE YANG,

CITY OF WAUSAU,

DISCOVER BANK,

BANK OF AMERICA
c/o Messerli & Kramer PA,

STATE OF WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT
c/o The Attorney General,

-and-

CAVALRY SPV I, LLC
c/o Gurstel Law Firm P.C.,

Defendants.

Case No. 22-CV-519
Classification Code: 30404

LIS PENDENS

Notice is hereby given that an action has been commenced and is pending in the above-named court upon a Complaint of the above-named plaintiff Marathon Bank; that the object of said action is to declare plaintiff's interest in the below described real property; that this action affects the title to the real estate described herein as follows (the "Mortgaged Premises"):

The West one-half (W ½) of Lot nine (9) in Block four (4) of A. Warren Jr.'s Second Addition to Wausau, Marathon County Wisconsin.

AND

That part of Lot five (5) in Block four (4) of Stewart, Manson & Parcher's Second Addition to the City of Wausau, Marathon County, Wisconsin, described as follows:

Beginning at the Southeast corner of said Lot 5; thence running northerly along the East line of said Lot 5, 58 feet; thence Southerly, parallel with the West line of said Lot 5, 57 feet and 6 inches to the North line of Washington Street; and thence East along the North line of Washington Street, 6 feet and 6 inches to the point of beginning.

PIN: 291-2907-361-0146
Address: 722 Washington Street, Wausau, WI 54403

This Lis Pendens is filed in connection with the Mortgage dated December 1, 1989 and recorded with the Register of Deeds Office for Marathon County, Wisconsin on December 4, 1989 as Document No. 917583.

Dated this 2nd day of September, 2022.

EATON LAW, LLP
Attorneys for Plaintiff

By: ______________________
Scott A. Jackman
State Bar No. 1030370

Subscribed and sworn to before me this
2nd day of September, 2022, by the above named
Scott A. Jackman.

Renea L. Kania

Renea L. Kania, Notary Public
Marathon County, Wisconsin
My commission expires 11/19/25.

RENEA L. KANIA
NOTARY
PUBLIC
STATE OF WISCONSIN

4742-630525187-26/0.1

WAUSAU
WISCONSIN

Planning, Community and Economic Development

PROPERTY DISPOSITION PROGRAM for REDEVELOPMENT PURPOSES APPLICATION

Date submitted: 11/16/22 Address requesting: 206 N. 6th Ave., Wausau WI 54401

Applicant's name and address: Habitat for Humanity of Wausau

Applicant's phone number: 715-560-8630

Offering purchase price: $1,000 subject to Attached Conditions

Proposed use: Construction of single family home for Habitat for Humanity of Wausau

Proposed timeline: Close March 15, 2023, Home occupancy 9/23

Financing/Owner Downpayment Info: Cash

Applicant's signature

Please submit pertinent documentation; i.e., drawing of proposed building, financing commitments, contractor information, income information (if required), and any other documents that may assist to better explain your proposed project.

Date Introduced to Economic Development Committee ______

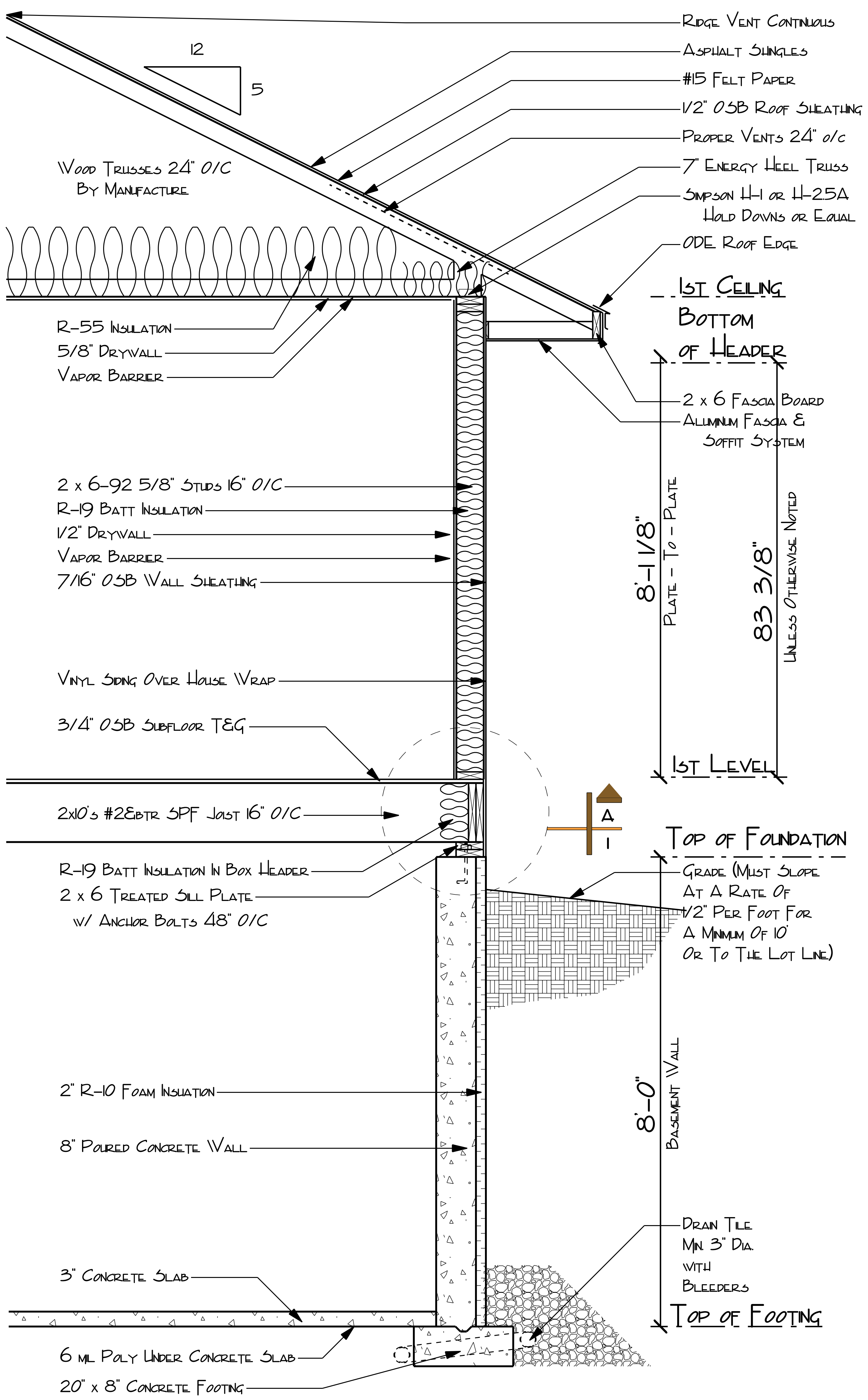
Economic Development recommendation ______

Date Introduced at Common Council ______

Common Council recommendation ______

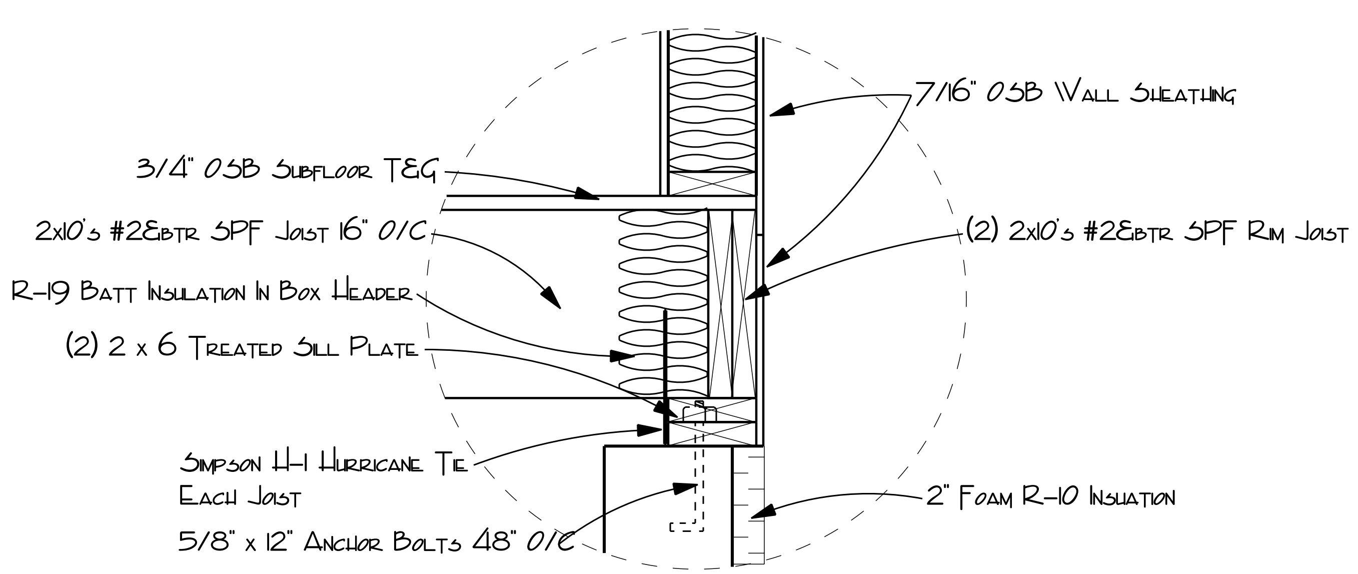
Additional Conditions for offer on 206 N. 6th Ave., Wausau WI

1. CSM at Sellers Expense to be delivered to Buyer by 1/1/2023
2. Removal of all Trees from the property and boulevard by closing to accommodate crane swing and delivery of home on site.
3. Closing on March 15, 2023.



Section | Typical

N.T.S.



Detail A 1

1" = 1'-0"

Rear Elevation

1/4" = 1'-0"

Front Elevation

1/4" = 1'-0"

4 Corners Design Studio

4 Corners
Design Studio
230867 N. 152nd Ave
Marathon, WI 54448
715-370-7846

Residential Design Services

All designs, ideas, arrangements and plans indicated by these drawings and specifications are the property and copyright of 4 Corners Design Studio. These shall not be used for any other work, be disclosed to another person, or copied for any other use without written permission from 4 Corners Design Studio. Written dimensions take precedence over scaled, contractor shall check all details and dimensions and shall be responsible for same.

Owner/Builder: Habitat for Humanity

Job Name/Project: New Residence for Job #71 (DC Everest)

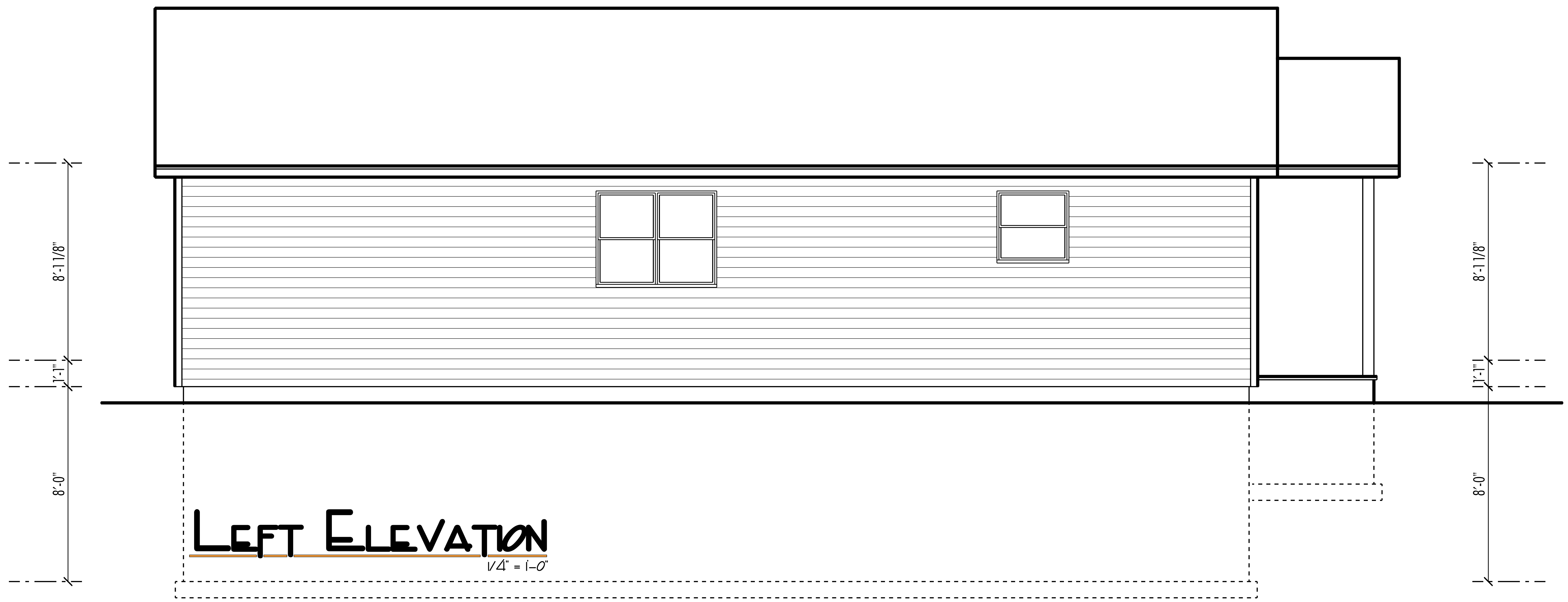
Date: 8/25/2022

Drawn By: RH Roerig

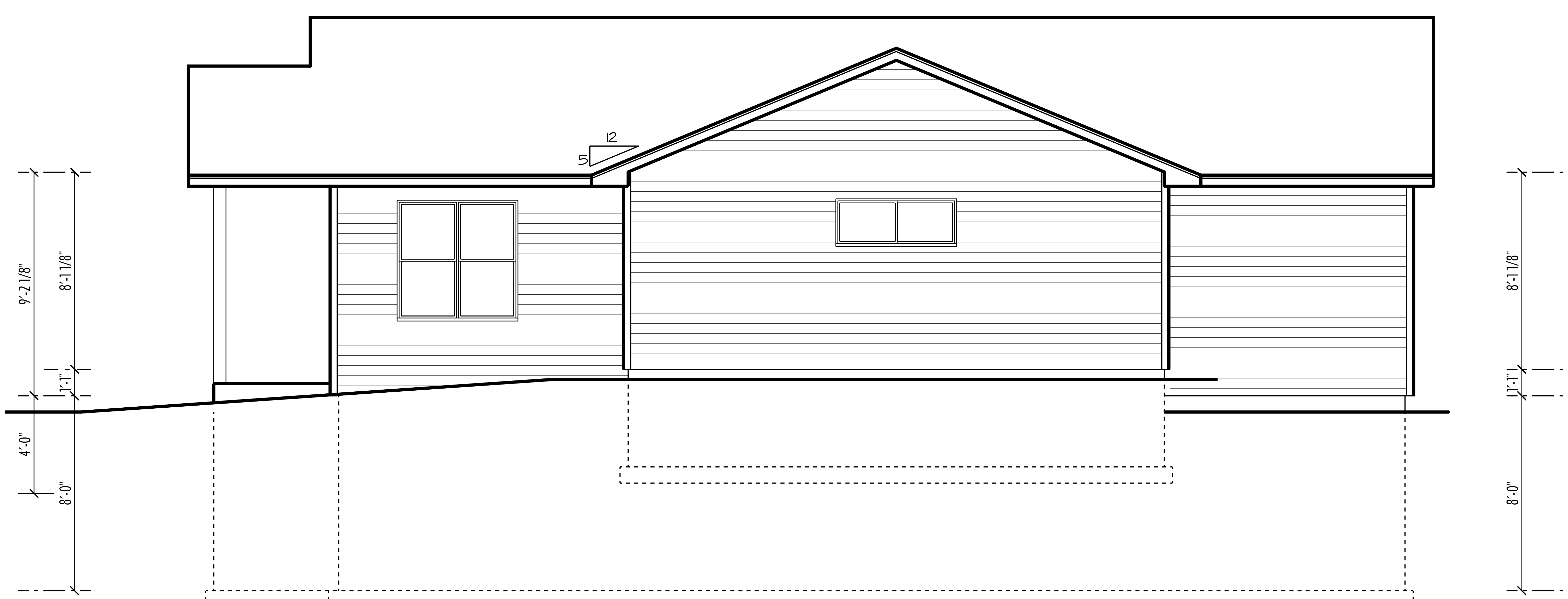
Checked By: RH Roerig

Scale: As Shown

Elevations



Left Elevation
1/4" = 1'-0"



Right Elevation
1/4" = 1'-0"

4 Corners Design Studio

4 Corners
Design Studio
230867 N. 152nd Ave
Marathon, WI 54448
715-370-7846

Residential Design Services

All designs, ideas, arrangements and plans Indicated by these drawings and specifications are the property and copyright of 4 Corners Design Studio. These shall not be used for any other work, be disclosed to another person, or copied for any other use without written permission from 4 Corners Design Studio.
Written dimensions take precedence over scaled, contractor shall check all details and dimensions and shall be responsible for same.

Owner/Builder:
Habitat for Humanty

Job Name/Project:
New Residence for Job #71 (DC Everest)

Date:
8/25/2022

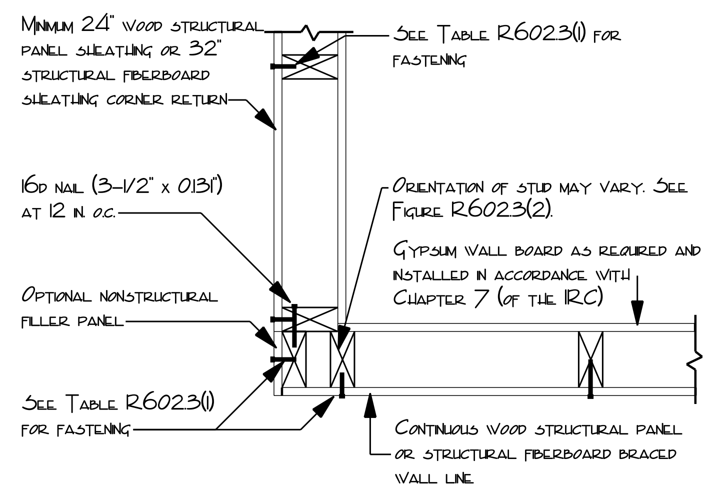
Drawn By:
RH Roerig

Checked By:
RH Roerig

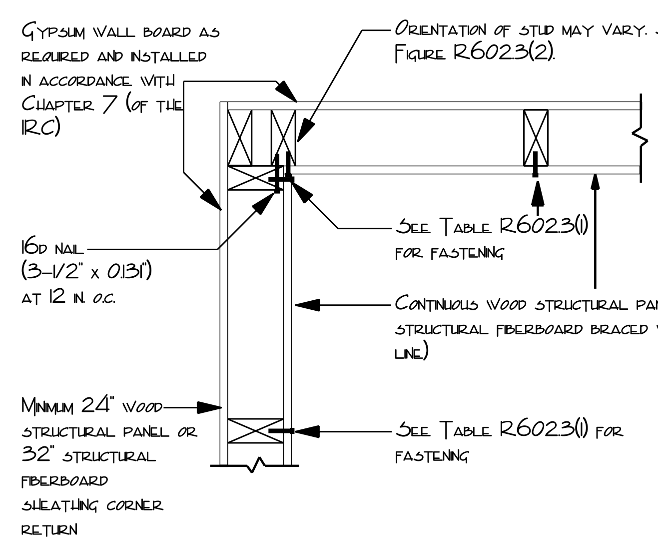
Scale:
As Shown

Elevations

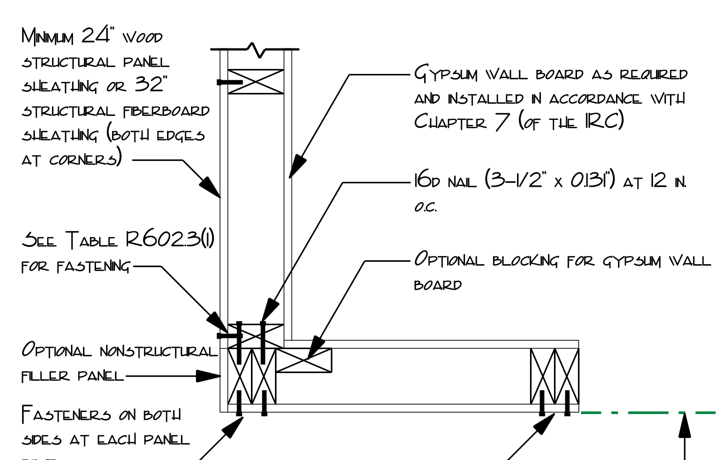
2
of 5
Sheets



Outside Corner Detail



Inside Corner Detail



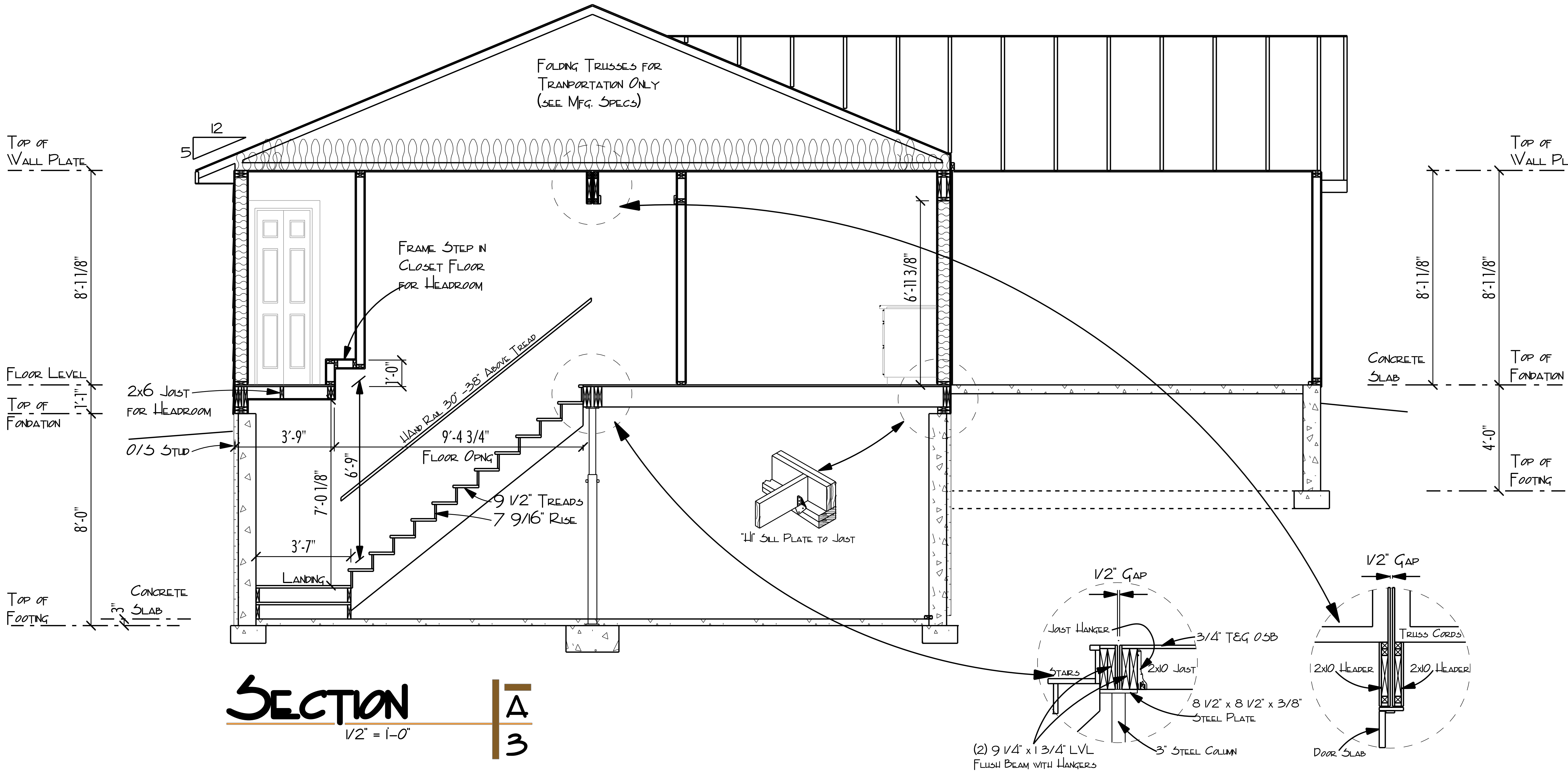
Garage Corner Detail

Braced Wall Legend

Wall Corner Bracing per 2125(8) & (9)

CS-WSP	Wood Structural Panel Length of Panel (48")
CS-G	Wood Structural Panel Adjacent to Gar. Opng.
CS-PF	Wood Structural Panel Continuous Portal Frame
GB	Gypsum Board 1/2" Panel(s) Length of pan. (1or2 sides)

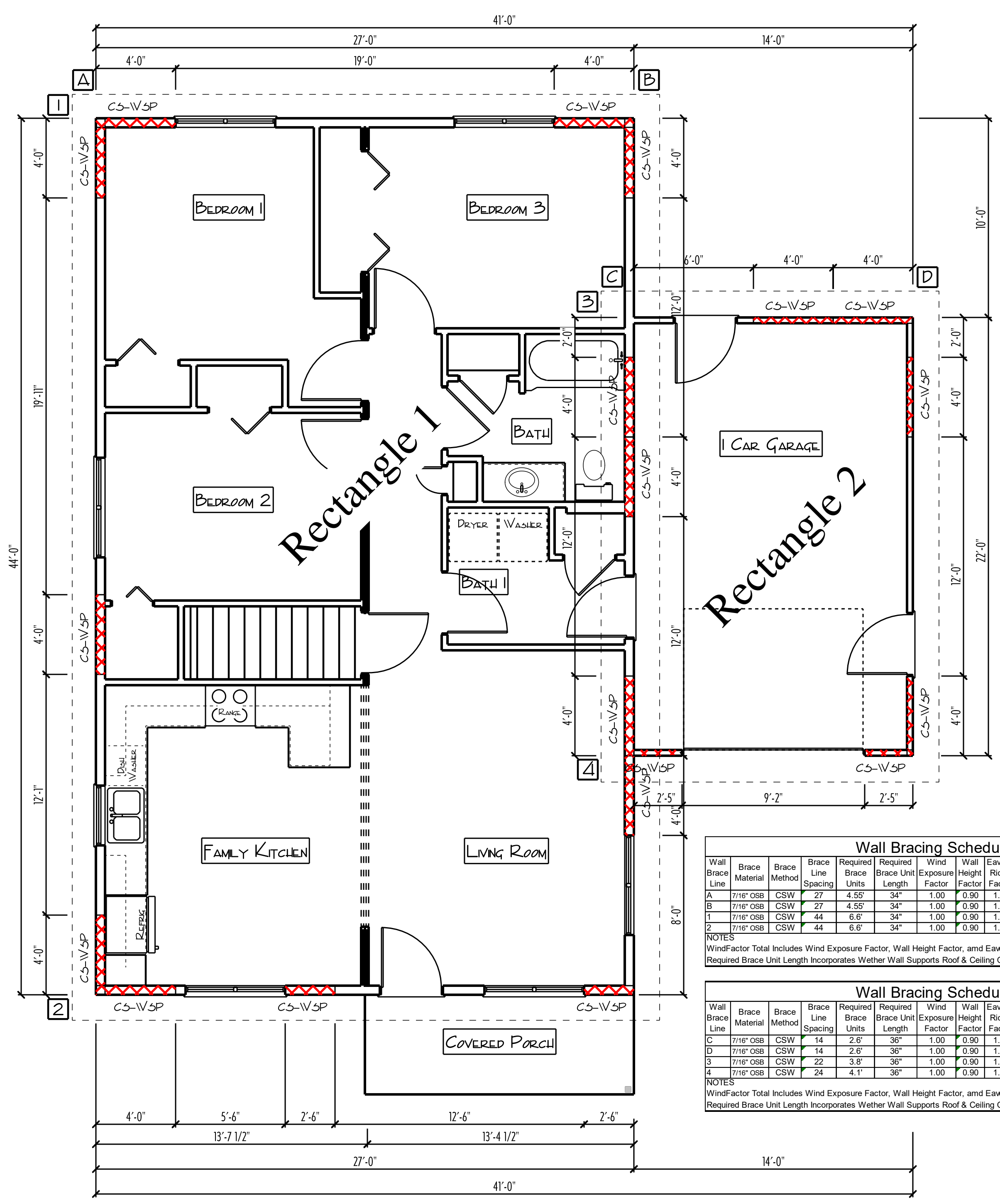
Methods per IRC for Continuous SP. Sheathing



Section

1/2" = 1'-0"

A
3



Wall Brace Line	Brace Material	Brace Method	Brace Line Spacing	Required Brace Units	Required Brace Unit Length	Wind Exposure Factor	Wall Height Factor	Eave to Ridge Factor	Drywall Omission Factor	Adjust Factor Total	Total Braced Unit Length (Ft)	Brace Units Provided	Maximum Opening Height (In.)	Detail
Wall Bracing Schedule "Rectangle 1"														
A	7/16" OSB	CSW	27	4.55'	34"	1.00	0.90	1.00	1.00	0.90	5'	12'00"	82"	
B	7/16" OSB	CSW	27	4.55'	34"	1.00	0.90	1.00	1.00	0.90	5'	12'00"	82"	
1	7/16" OSB	CSW	44	6.6'	34"	1.00	0.90	1.00	1.00	0.90	6'	8'00"	82"	
2	7/16" OSB	CSW	44	6.6'	34"	1.00	0.90	1.00	1.00	0.90	6'	11'00"	82"	

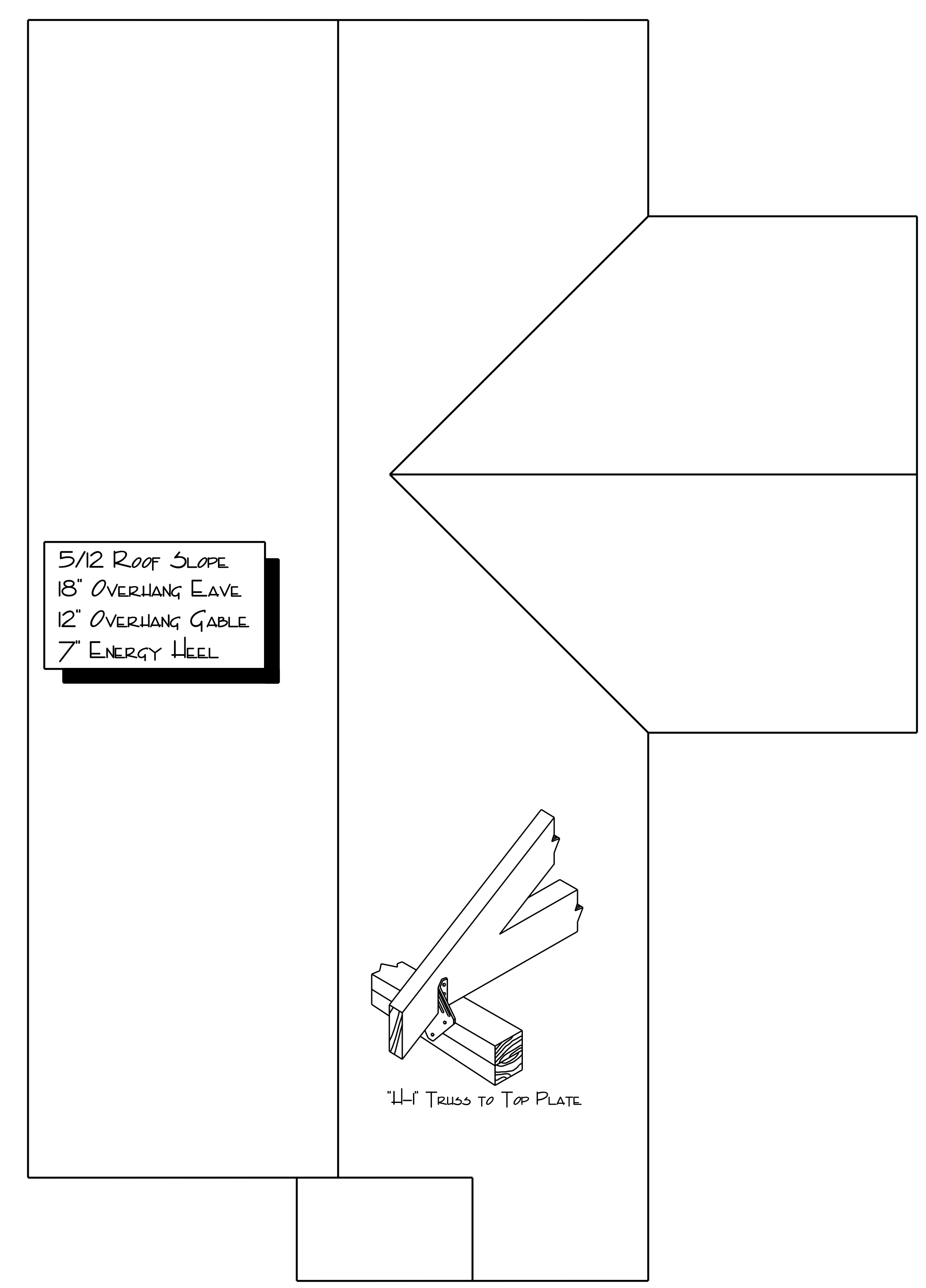
NOTES
WindFactor Total Includes Wind Exposure Factor, Wall Height Factor, amd Eave to Ridge Factor
Required Brace Unit Length Incorporates Wether Wall Supports Roof & Ceiling Only; One Floor, Roof & Ceiling or Two Floors, Roof & Ceiling

Wall Brace Line	Brace Material	Brace Method	Brace Line Spacing	Required Brace Units	Required Brace Unit Length	Wind Exposure Factor	Wall Height Factor	Eave to Ridge Factor	Drywall Omission Factor	Adjust Factor Total	Total Braced Unit Length (Ft)	Brace Units Provided	Maximum Opening Height (In.)	Detail
Wall Bracing Schedule "Rectangle 2"														
C	7/16" OSB	CSW	14	2.6'	36"	1.00	0.90	1.00	1.00	0.90	3'	8'00"	84"	
D	7/16" OSB	CSW	14	2.6'	36"	1.00	0.90	1.00	1.00	0.90	3'	8'00"	84"	
3	7/16" OSB	CSW	22	3.8'	36"	1.00	0.90	1.00	1.00	0.90	4'	8'00"	84"	
4	7/16" OSB	CSW	24	4.1'	36"	1.00	0.90	1.00	1.00	0.90	4'	4'10"	84"	

NOTES
WindFactor Total Includes Wind Exposure Factor, Wall Height Factor, amd Eave to Ridge Factor
Required Brace Unit Length Incorporates Wether Wall Supports Roof & Ceiling Only; One Floor, Roof & Ceiling or Two Floors, Roof & Ceiling

Floor Plan Braced Wall Plan

1/8" = 1'-0"



Roof Layout

1/8" = 1'-0"

4 Corners Design Studio
230867 N. 152nd Ave
Marathon, WI 54448
715-370-7846

Residential Design Services

All designs, ideas, arrangements and plans Indicated by these drawings and specifications are the property and copyright of 4 Corners Design Studio. These shall not be used for any other work, be disclosed to another person, or copied for any other use without written permission from 4 Corners Design Studio.
Written dimensions take precedence over scaled, contractor shall check all details and dimensions and shall be responsible for same.

Owner/Builder: Habitat for Humanity

Job Name/Project: New Residence for Job #71 (DC Everest)

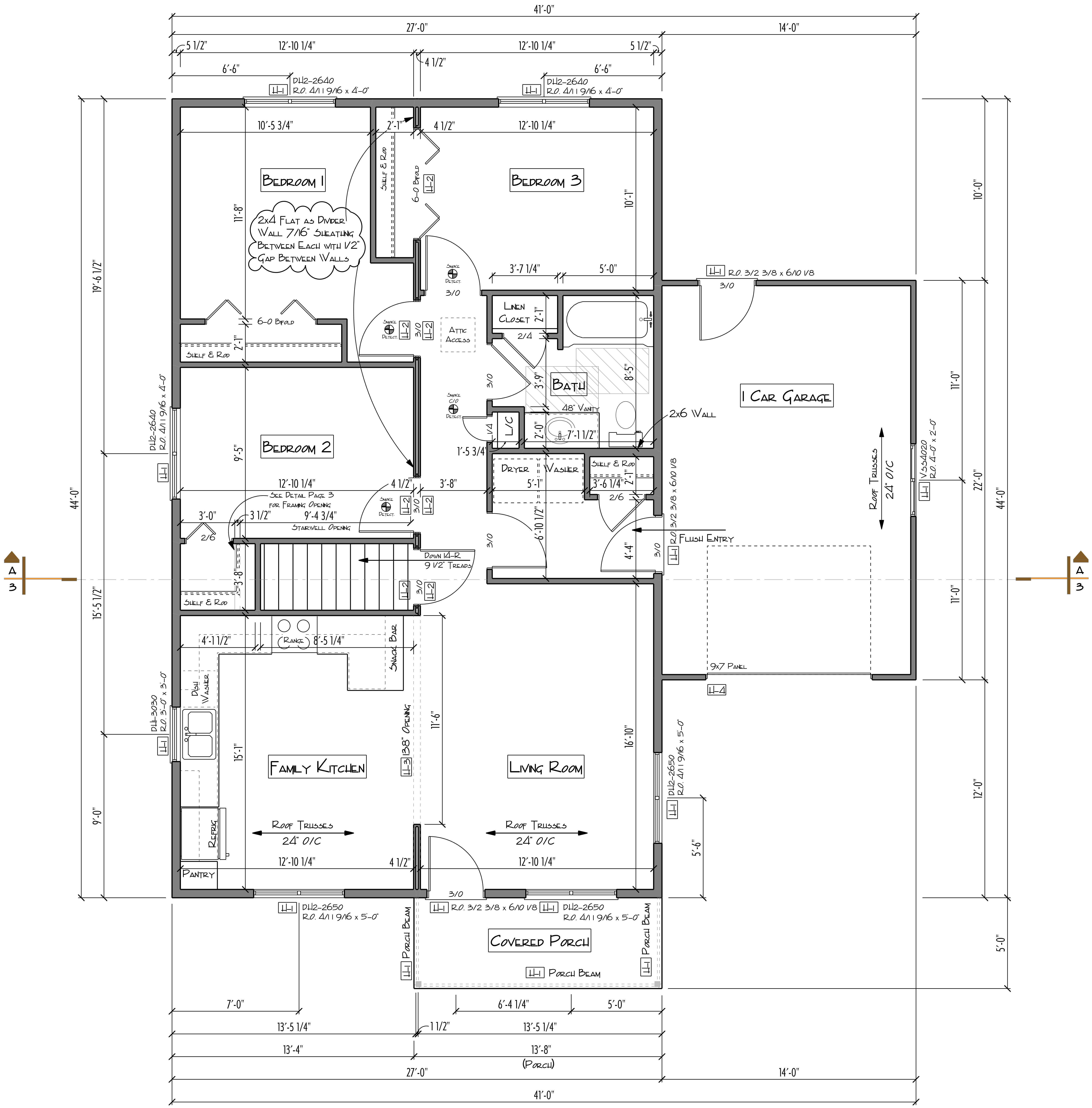
Date: 8/25/2022

Drawn By: RH Roerig

Checked By: RH Roerig

Scale: As Shown

Braced Wall/Section



Floor Plan 1/4" = 1'-0"

1188 Sq. Ft.

General Information

1) All Dimensions Are Face of Stud to Face of Stud
2) Exterior House Walls are 2X6 92 5/8" Studs 16" O/C [Total Wall Height 97 1/8" Unless Noted]
3) Interior House Walls are 2X4 92 5/8" Studs 16" O/C [Total Wall Height 97 1/8" Unless Noted]
4) Garage Walls are 2X4 Studs 16" O/C as Req'd
5) Builder to Locate and Provide 2x6 Plumbing Wall
6) Builder to Locate and Provide Attic Scuttle Minimum 14" x 24"
7) Bottom of Window Headers Shown At 83 3/8" Unless Otherwise Noted
8) All Cantilevered Floors To Be Designed By Joist Mfg. And Must Be Verified By Builder Before Framing – See Wisc. UDC Comm. 21.66 (6)

Header Schedule

Loc.	Size & Type	End Bearing
H-1	(2) 2 X 10's DF #2&btr	(1) 2 X 6's
H-2	(1) 2 X 10's DF #2&btr	(1) 2 X 4's
H-3	(1) 2 X 12's DF SelStr	(2) 2 X 4's
H-4	(2) 1 3/4" x 11 7/8" LVL 1.9E	(2) 2 X 4's

All Int. Non-load Bearing Headers (2) 2 X 4 (Typ) w/(1) Trimmer

Kolbe & Kolbe Single Hung Vinyl Windows

Roof Design Loads

1) TCLL = 40#/ SF
2) TCDL = 7#/ SF
3) BCDL = 10#/ SF
4) 24" O/C Spacing (Typical)
5) Duration = 15% Increase
6) Deflection = L/240 Minimum
7) Roof Pitch Per Elevations

Floor Design Loads

1) TCLL = 40#/ SF
2) TCDL = 10#/ SF
3) BCDL = 5#/ SF
4) 16" O/C Spacing (Typical)
5) Duration = 100%
6) Deflection = L/480 Minimum
7) Add DL 10#/ SF for Tile

Wall Design Loads

1) Wind Load 20#/SF
2) Support Applied Vert. Live & Dead Loads
3) Max. Height of 2x6 Studs 16" O/C 10'
4) Walls Over 10' by Structural Design
5) Wall Corner Bracing per 21.25(8) & (9)
6) Deflection = L/120 Siding – L/180 Windows L/240 Brick/Stone – L/360 Stucco

4 Corners Design Studio
230867 N. 152nd Ave
Marathon, WI 54448
715-370-7846

Residential Design Services

All designs, ideas, arrangements and plans Indicated by these drawings and specifications are the property and copyright of 4 Corners Design Studio. These shall not be used for any other work, be disclosed to another person, or copied for any other use without written permission from 4 Corners Design Studio. Written dimensions take precedence over scaled, contractor shall check all details and dimensions and shall be responsible for same.

Owner/Builder: Habitat for Humanity

Job Name/Project: New Residence for Job #71 (DC Everest)

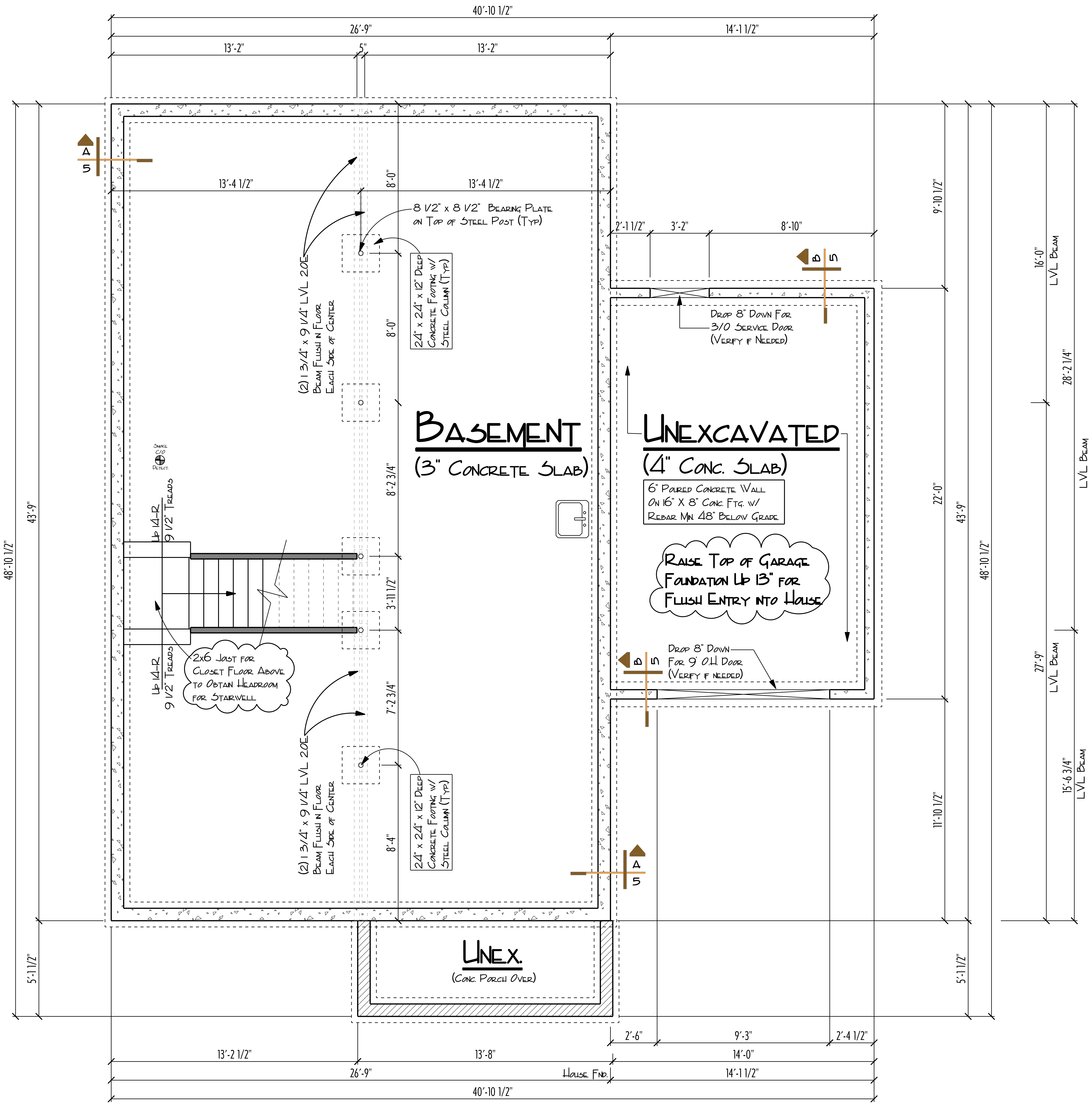
Date: 8/25/2022

Drawn By: RH Roerig

Checked By: RH Roerig

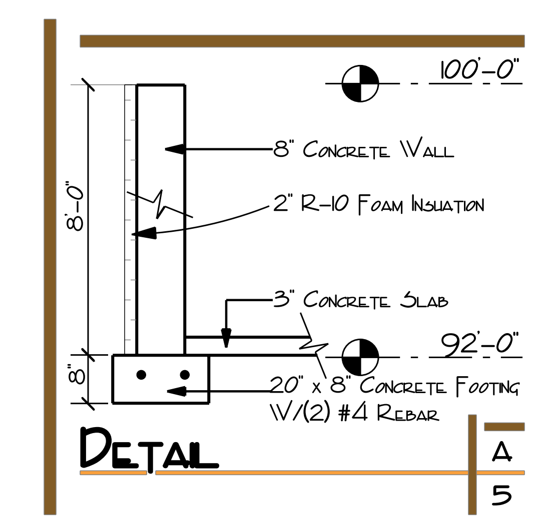
Scale: As Shown

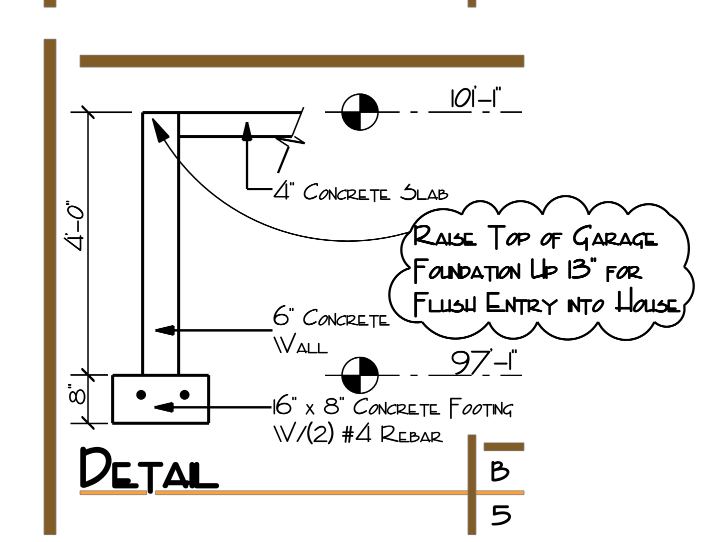
Floor Plan



Foundation Plan

1/4" = 1'-0"





4 Corners Design Studio

4 Corners
Design Studio
230867 N. 152nd Ave
Marathon, WI 54448
715-370-7846

Residential Design Services

All designs, ideas, arrangements and plans Indicated by these drawings and specifications are the property and copyright of 4 Corners Design Studio. These shall not be used for any other work, be disclosed to another person, or copied for any other use without written permission from 4 Corners Design Studio. Written dimensions take precedence over scaled, contractor shall check all details and dimensions and shall be responsible for same.

Owner/Builder: Habitat for Humanity

Job Name/Project: New Residence for Job #71 (DC Everest)

Date: 8/25/2022

Drawn By: RH Roerig

Checked By: RH Roerig

Scale: As Shown

Foundation Plan

5 of 5 Sheets

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Wausau Opportunity Condominium Plat, Declaration of Condominium by Wausau Opportunity Zone, Inc., Bylaws and Articles of Incorporation of Wausau Opportunity Condominium Association, Inc., Deeds of the Condominium Units, and appointment of City Director on Condominium Association Board for Wausau Opportunity Condominium Association, Inc.

Committee Action:

Fiscal Impact:

File Number: | **Date Introduced:** December 13, 2022

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes ☒ No ☐		
	Included in Budget:	Yes ☐ No ☐	*Budget Source:*	
	One-time Costs:	Yes ☐ No ☐	*Amount:*	
	Recurring Costs:	Yes ☐ No ☐	*Amount:*	
SOURCE	*Fee Financed:*	Yes ☐ No ☐	*Amount:*	
	Grant Financed:	Yes ☐ No ☐	*Amount:*	
	Debt Financed:	Yes ☐ No ☐	*Amount*	*Annual Retirement*
	TID Financed:	Yes ☐ No ☐	*Amount:*	
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐			

RESOLUTION

WHEREAS, the City entered into a Purchase and Development Agreement with Wausau Opportunity Zone ("WOZ"), effective January 17, 2020, for the purchase by WOZ of the Wausau Center Mall; and

WHEREAS, on November 24, 2020, the Common Council approved a redevelopment plan and related term sheet summarizing the City's participation in the mall demolition and public infrastructure construction; and

WHEREAS, a First Amendment to the Development Agreement was approved on January 26, 2021, and a Second Amendment on May 24, 2022, Section 15 of which requires the formation of a condominium to address the vertical planes of ownership existing in the Penney's building, and parking ramp beneath it ("Parking Lot 1"), and includes "Block A" of the redevelopment project; and

WHEREAS, this condominium structure will facilitate further redevelopment and clarity of the three proposed condominium units through the approval of:

- A Condominium Plat – depicts the proposed units (Unit 1 – southern portion of Block A – owned by WOZ) (Unit 2 – former Penney's Building – owned by WOZ) (Unit 3 – Parking Lot 1 – owned by the City as long as operated as a parking ramp)
- Condominium Declaration – sets forth individual ownership of each unit, rights and responsibilities of owners, and intended uses
- Condominium Association Bylaws – sets forth the governing guidelines for the Condominium

Association

- Condominium Association Articles of Incorporation – constitutes the formation document for the Condominium Association
- Quitclaim Deeds for Condominium Units – recorded to confirm unit ownership in the Declaration and provide clear title (Deed from City to WOZ for Units 1 & 2, and deed from WOZ to City for Unit 3)

WHEREAS, the Condominium Association Bylaws provide for one Member of the Association for each Unit owner, and each Member appoints one Director; therefore, it is recommended that the Mayor be authorized to appoint and replace the City's Director on the Condominium Association Board from Department Director level staff.

NOW THEREFORE, BE IT RESOLVED, that the Common Council hereby approves the Condominium Plat, Declaration, Bylaws, Articles of Incorporation, and form of Quitclaim Deeds in substantial and material compliance with the attached documents and authorizes the appropriate City officials to execute the same, along with any ancillary documents necessary to complete the transaction and further authorizes the Mayor to appoint and replace the City's Director on the Condominium Association Board from Department Director level staff.

Approved:

____

Katie Rosenberg, Mayor

To: Economic Development Committee

From: Liz Brodek, Development Director

Date: December 6, 2022

Re: Wausau Opportunity Zone Condo Agreements

Introduction

As was contemplated and agreed to by the City in Section 15 of the 4/25/2022 Second Amendment to the 1/17/2020 Purchase and Development Agreement between Wausau Opportunity Zone's (WOZ) and the City of Wausau (the "Development Agreement"), the parties have been working through a condominium form of ownership of the Penney's ramp, (called Parking Lot 1 in the Development Agreement) and the larger "Block A" of WOZ's redevelopment project. The condominium ownership structure is being used because Parking Lot 1 is underneath the former Penney's building, which WOZ is charged with redeveloping, along with re remainder of Block A. The Ground and Air Rights Lease was extinguished in the Second Amendment to the Development Agreement, which was the previous method for separating the ownership of the lower and upper buildings. As condominium is the only way in WI law to have different ownership of buildings stacked on top of each other, the parties are now forming the "Wausau Opportunity Condominium" for Bock A in three separate condominium units. This condominium structure will facilitate further redevelopment of certain condo units within the Condominium, while also making it clear that the condo unit for Parking Lot 1 remains under City ownership. Currently, different potions of the block are owned by the City and WOZ, so both the City and WOZ are entering into the condominium documentation to convert Block A into a condominium ownership structure.

The Condominium is being formed by the documents outlined below: (1) the Condominium Plat; (2) the Declaration of Condominium; (3) Condominium Association Bylaws; and (4) Condominium Association Articles of Incorporation.

CONDOMINIUM FORMATION DOCUMENTS

(1) Condominium Plat

Purpose: The purpose of the Condominium Plat is to draw the various condominium Units and other areas of the condominium.

Units: The Condo Plat depicts the proposed Units, which was reviewed and confirmed, after various revisions, by City Staff to confirm consistency with the requirements and objectives of the Development Agreement. Block A has been split into three Condo Units: Unit 1 (generally the southern portion of the Block) will be owned by WOZ for the purpose of redevelopment, Unit 2 (generally the elevated building located where the Penney's building is) will be owned by WOZ for the purpose of redevelopment, and the City's sole ownership is in Unit 3 (generally the Penny's ramp), which will be for the purpose of a parking ramp as long as it is owned and operated by the City. If no longer operated as a parking ramp, Unit 3 will be available for redevelopment as well. These Units are described in further detail in Article II of the Condominium Declaration.

(2) Condominium Declaration

Purpose: The purpose of the Condominium Declaration is to set forth how the condominium units depicted in the Condominium Plat will function. This allows for individual ownership of each Unit and articulates intended uses for each Unit as well as the various rights and responsibilities for each Unit.

Ownership Interest & Voting Rights: Generally, each unit Owner has exclusive ownership and possession/control of its own unit and can do what it likes with its unit (at its own cost). As noted above, Unit 3 must remain a parking lot except in circumstances noted below, which is consistent with the Development Agreement.

Each Unit Owner has a 1/3 interest in the condominium. Day to day decisions about the overall functioning of the condominium are governed by the Condo Association, which is addressed in the Bylaws, discussed below. But this condominium is intended to have the majority of the decisions/costs be by each Unit owner individually given that the Units were designed to be mostly all-inclusive of what is needed for that unit to function. By necessity a limited number of decisions will need to be made among the owners. Accordingly, each Unit Owner receives 10 votes (for a total of 30). Section 16.13 of the Declaration requires a unanimous vote among Unit Owners to change the Declaration or the Plat. This voting structure ensures that no major decisions can be made without the City/Unit 3 Owner voting in favor of a proposal.

Common Elements: Common Elements in condominiums include everything that is not a Unit. Some common elements are associated with specific units. As shown in the Plat, the aim was to limit the number of Common Elements so each Unit Owner is responsible for their own Unit. Because there are a handful of shared elements, Common Elements need to exist because they are shared, such as portions of the ventilation system, service facilities, and foundations, columns, and support structures. WOZ does not anticipate many, if any, common expenses because of the purposeful design to get most area within Units rather than shared space. Also, as contemplated in the Development Agreement, there is space reserved for a pedestrian walkway, to be dedicated to the City after construction.

Miscellaneous: Generally, City Staff and legal counsel focused on confirming consistency between the requirements of the Second Amendment and Condominium Declaration. Additionally, as contemplated in the Development Agreement, WOZ has an option to purchase Unit 3/Parking Lot 1, for fair market value, if the City decides to discontinue the Unit’s use as a parking lot. We will also enter into one of more quitclaim deeds at the time of condominium formation to make it clear which party owns which Unit(s).

(3) Condominium Association Bylaws
Bylaws are the governing document for the Condominium Association. Each Unit Owner has one Member of the Association, and the Member appoints one Director. Instead of majority vote of Unit Owners to appoint Directors, we negotiated for each Unit Owner to appoint a Director so the City is guaranteed a vote. As noted above, the Association will have very little to do as most of the responsibility is at the individual Unit ownership level. Amendments to the Bylaws require a 67% vote from Unit Owners, effectively meaning that no amendments can be made without City approval.

(4) Condominium Association Articles of Incorporation
Articles of Incorporation is the formation document for the Condominium Association.

Staff recommends that this Committee approve the above-described Condominium formation Documentation with Wausau Opportunity Zone.

WAUSAU OPPORTUNITY CONDOMINIUM

LOT 1, LOT 2, OUTLOT 1, OUTLOT 2, AND OUTLOT 6 OF ALEXANDER DAVIS PLAT, RECORDED AS DOCUMENT NUMBER XXXXXX, IN THE MARATHON COUNTY REGISTER OF DEEDS; LOCATED IN GOVERNMENT LOT 5 OF SECTION 35 AND GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

Register of Deeds
Marathon County, Wis.

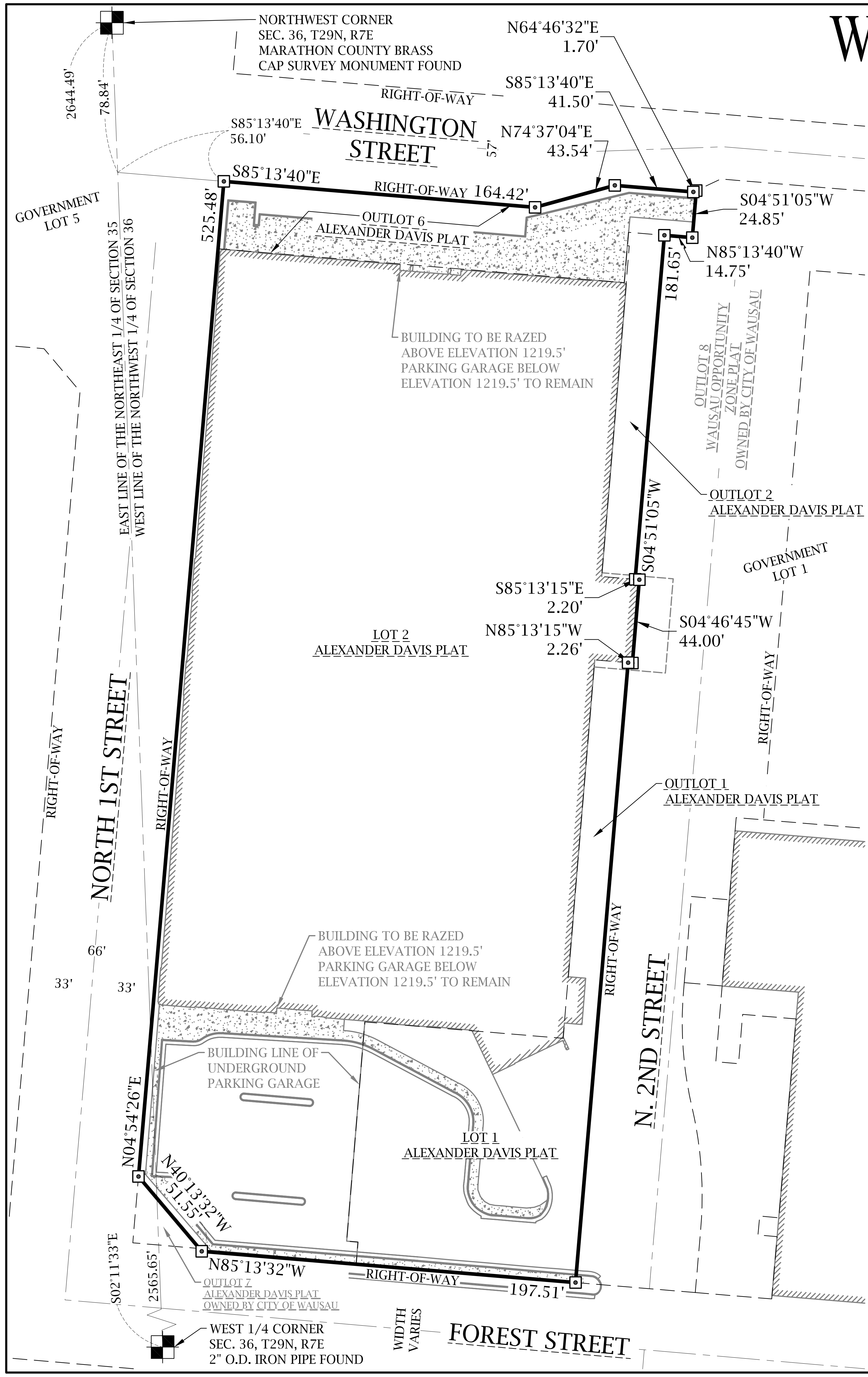
Received for Record this _________

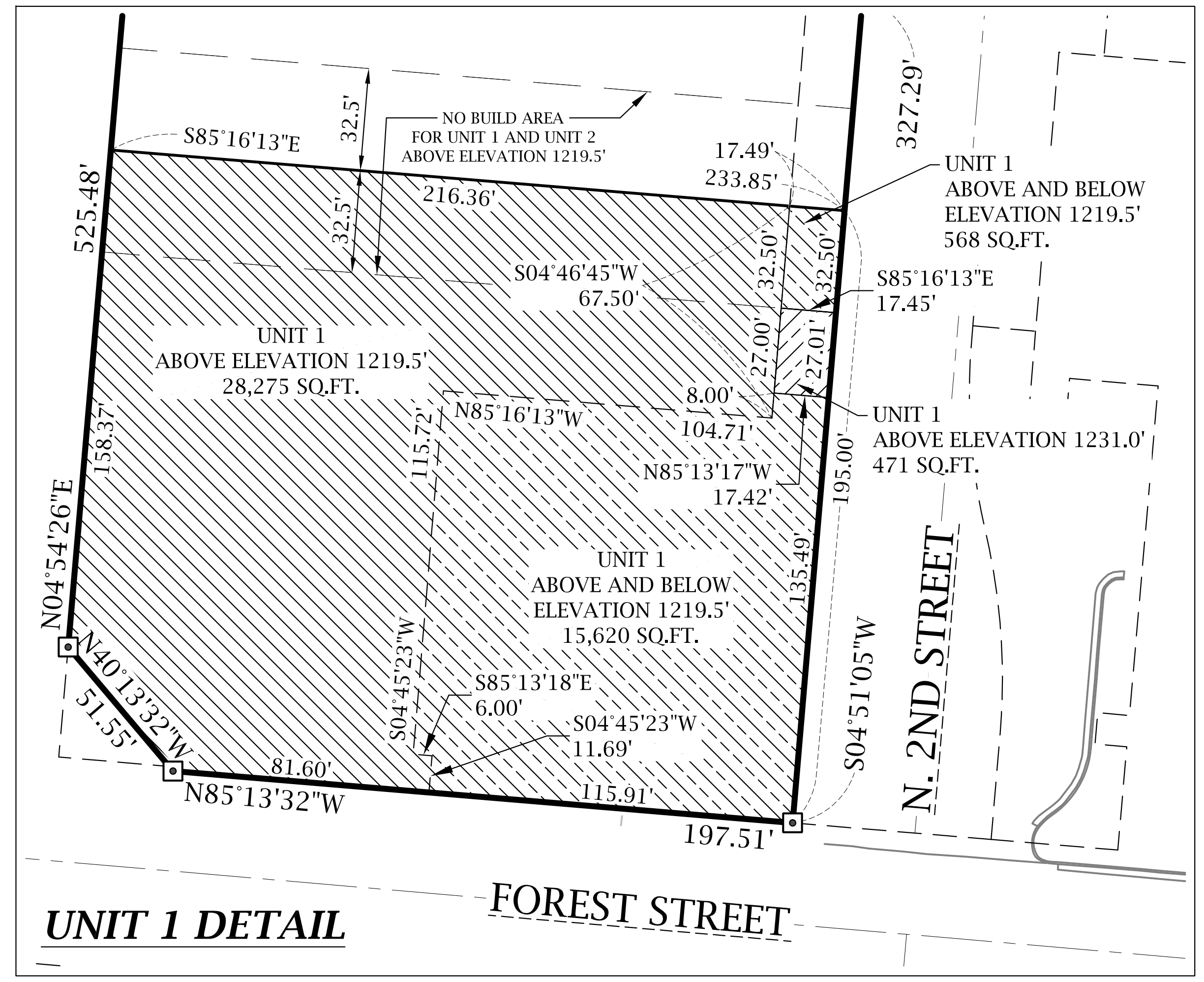
day of _____________ A.D. 2022

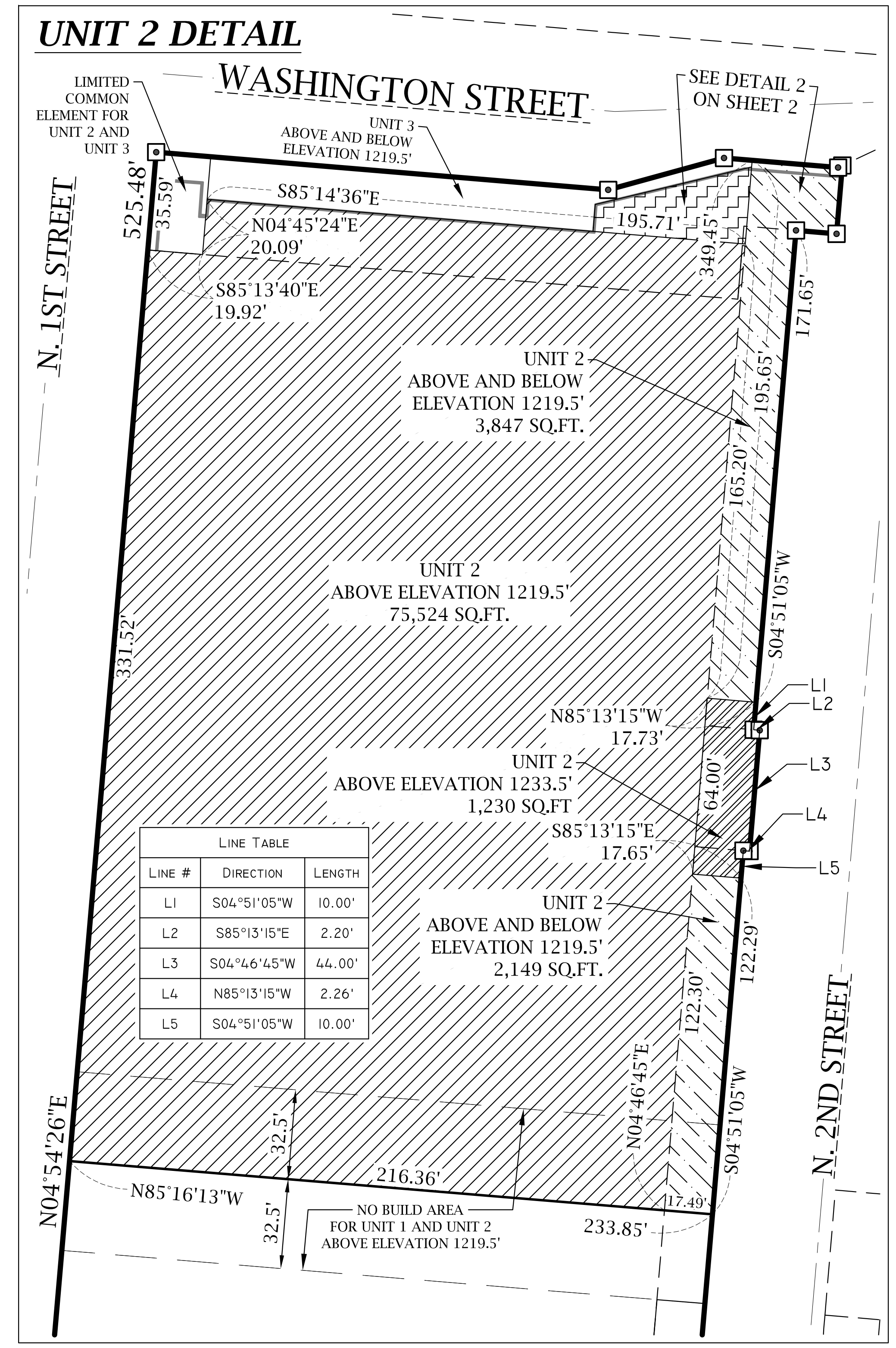
at _______ o'clock _____ M. in Plat

Cabinet No. ____ on page ________

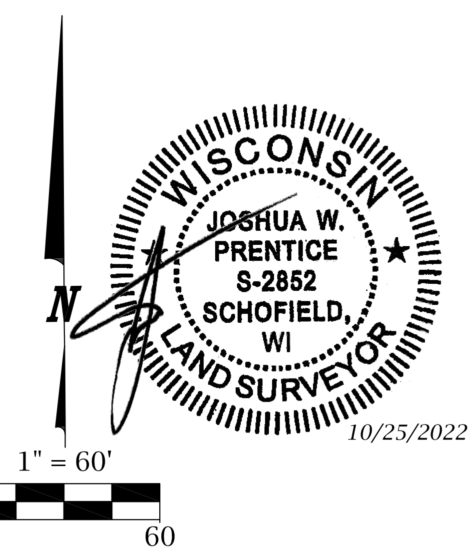
REGISTRAR







Line Table		
Line #	Direction	Length
L1	S04°51'05"W	10.00'
L2	S85°13'15"E	2.20'
L3	S04°46'45"W	44.00'
L4	N85°13'15"W	2.26'
L5	S04°51'05"W	10.00'

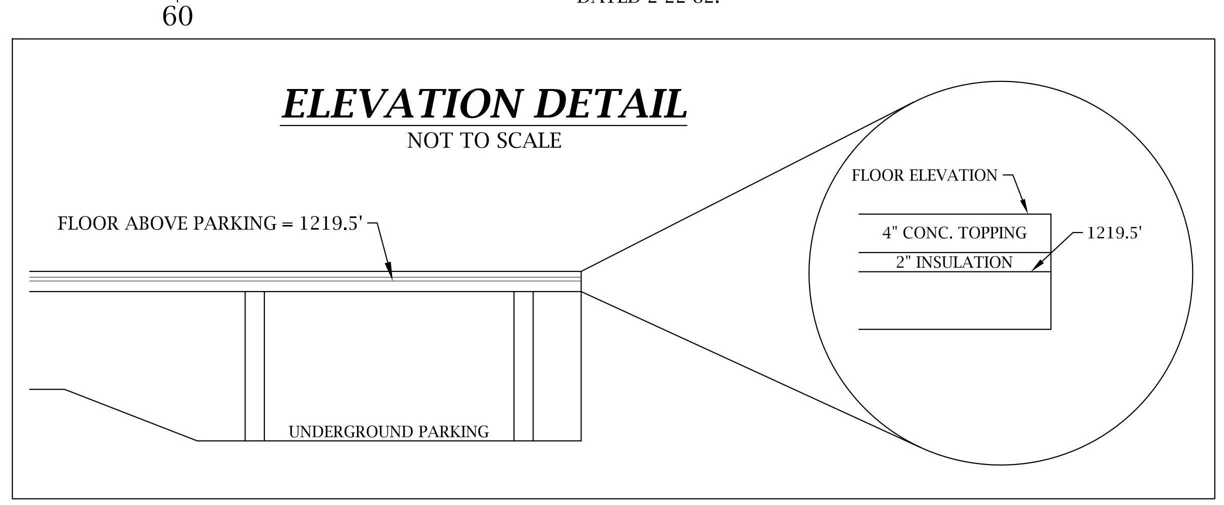


LEGEND

⊡	DRILL HOLE FOUND
(126.00')	RECORDED BEARING/LENGTH
126.00'	MEASURED BEARING/LENGTH

NOTES:

1. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM NAD 83(2011) DATUM AND REFERENCED TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH 89°26'04" WEST.
2. FIELDWORK WAS COMPLETED ON 4/11/2022.
3. SEE SHEET 2 FOR UNIT 3 AND COMMON ELEMENT DETAIL.
4. BUILDING SHOWN IS BASED ON PLANS PROVIDED BY THE CLIENT AND DOES NOT REPRESENT AS-BUILT CONDITIONS.
5. ELEVATION OF 1219.5' AS SHOWN BETWEEN THE UNITS IS BASED ON PREVIOUS DOCUMENTS AND IS DESCRIBED AS THE FLOOR ABOVE THE UNDERGROUND PARKING. SEE ELEVATION DETAIL BELOW. DETAIL IS BASED ON JCPENNEY PLANS BY CENTER RIDGE DESIGN SERVICE INC. DATED 2-22-82.

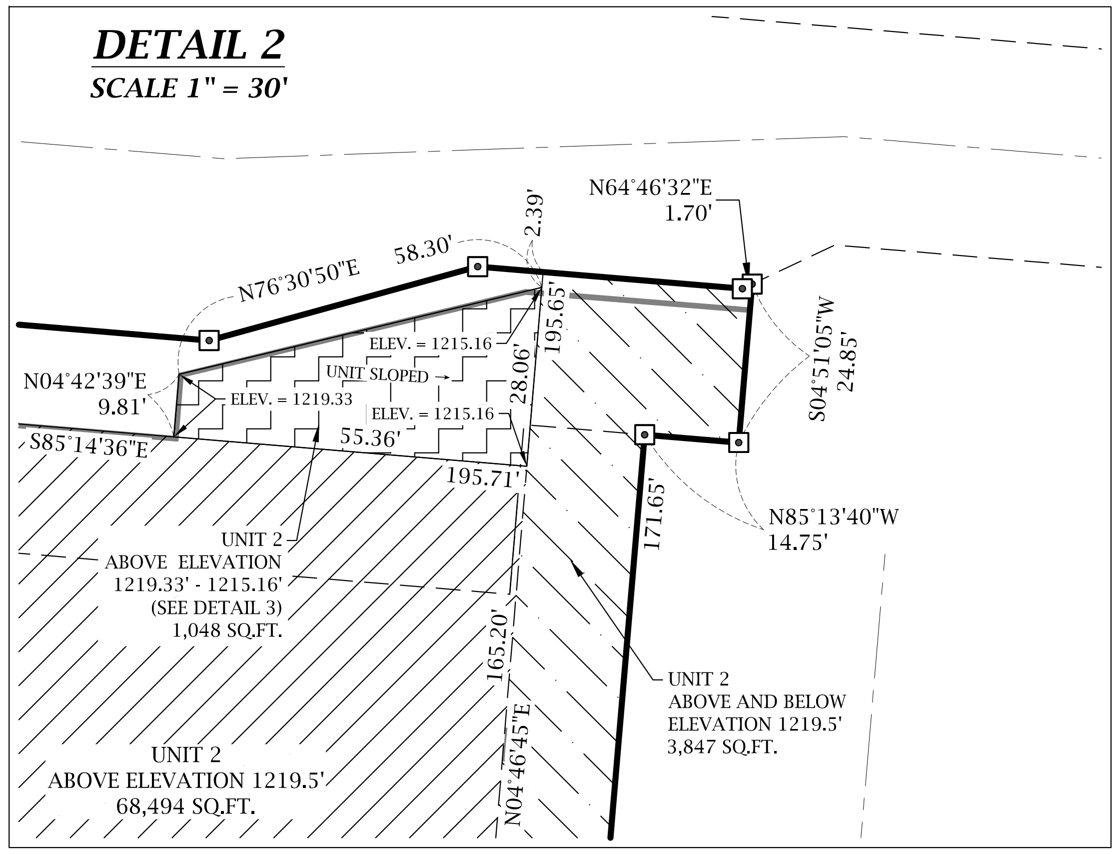


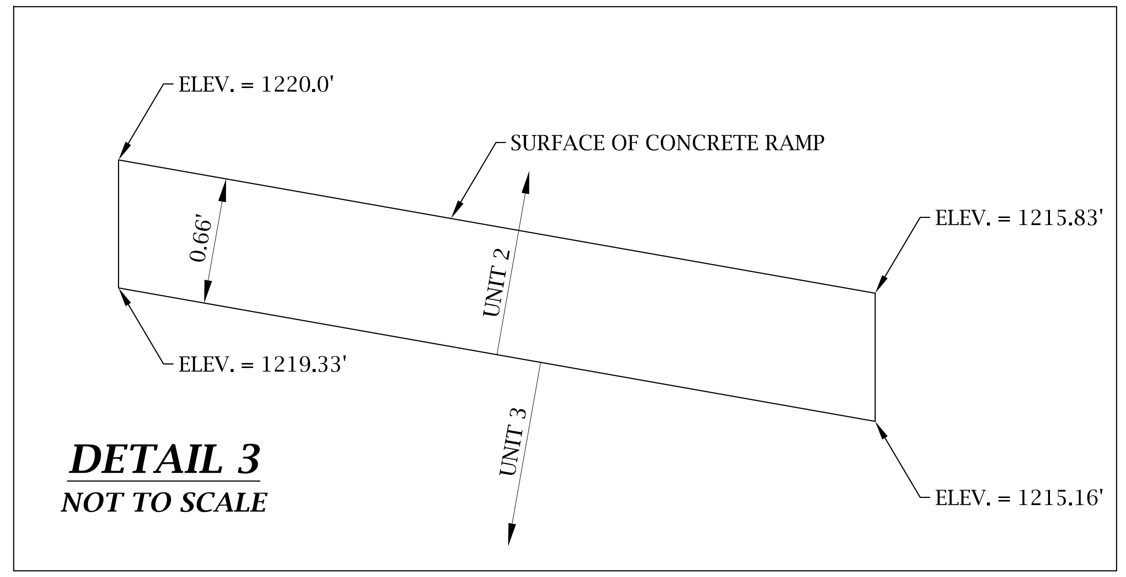
REI
CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20th AVENUE
WAUSAU, WISCONSIN 54401
PHONE: (715) 675-9784 FAX: (715) 675-4060
EMAIL: mail@REIengineering.com

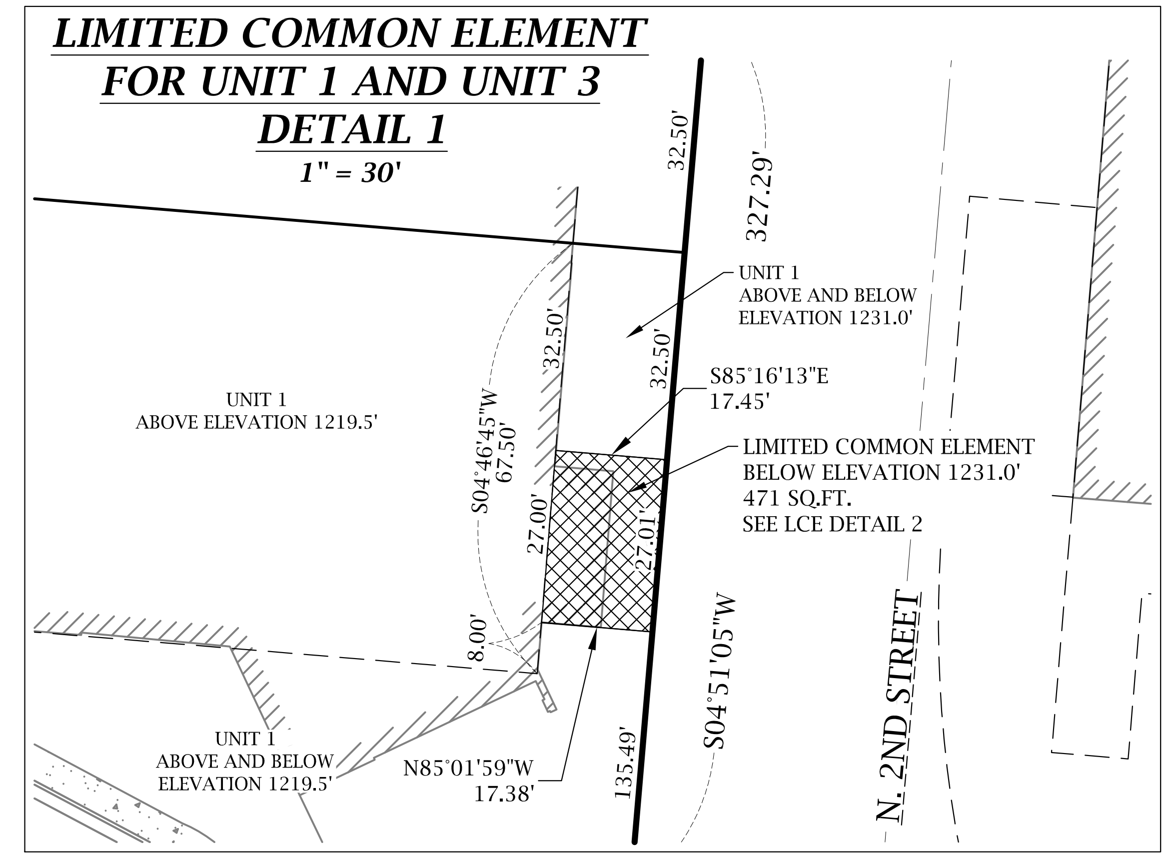
SHEET	PROJECT No.
1 OF 4	9485

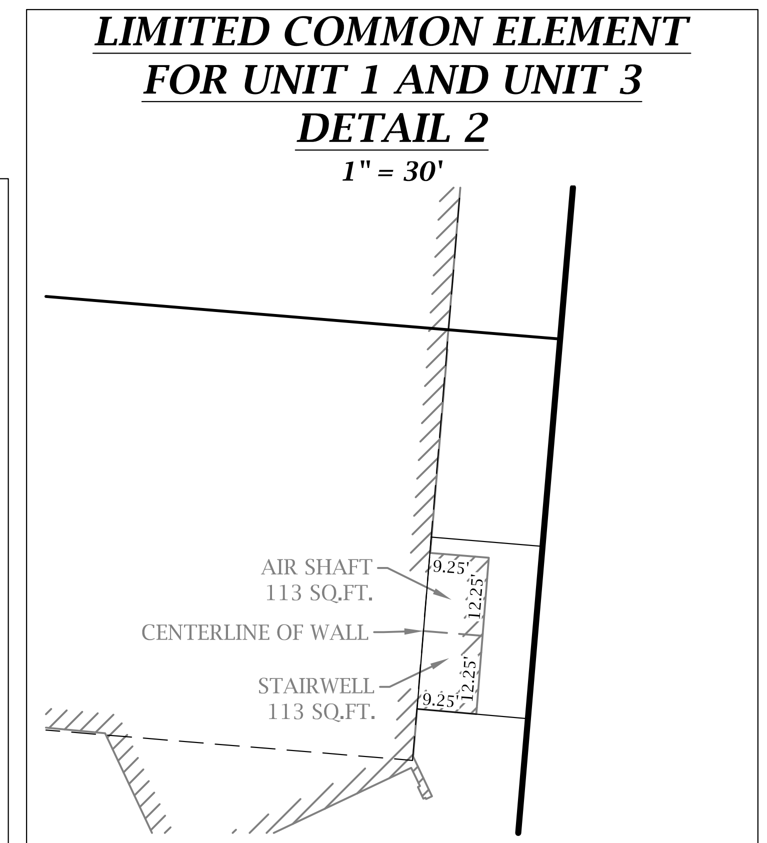
WAUSAU OPPORTUNITY CONDOMINIUM

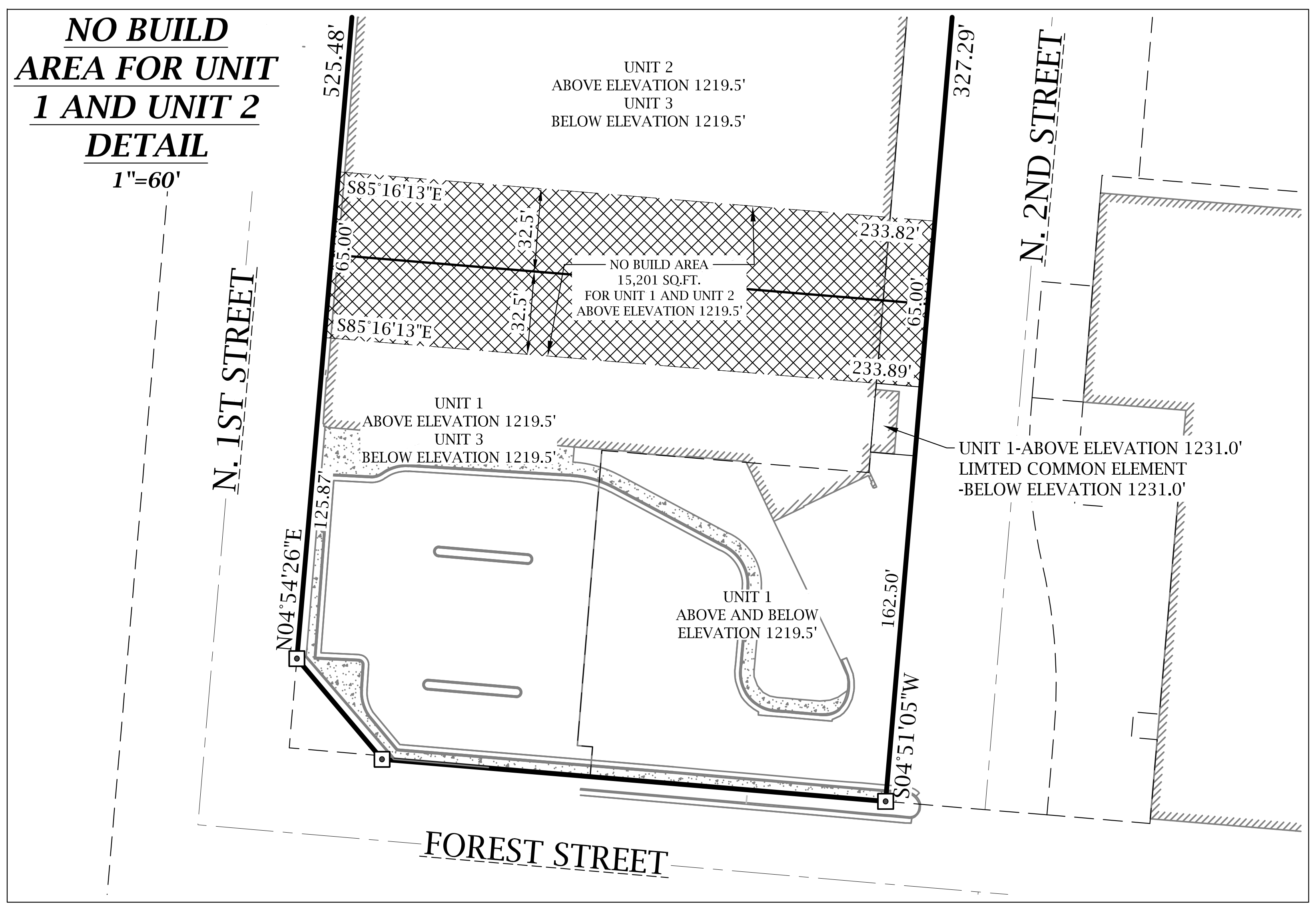
LOT 1, LOT 2, OUTLOT 1, OUTLOT 2, AND OUTLOT 6 OF ALEXANDER DAVIS PLAT, RECORDED AS DOCUMENT NUMBER XXXXXX, IN THE MARATHON COUNTY REGISTER OF DEEDS; LOCATED IN GOVERNMENT LOT 5 OF SECTION 35 AND GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

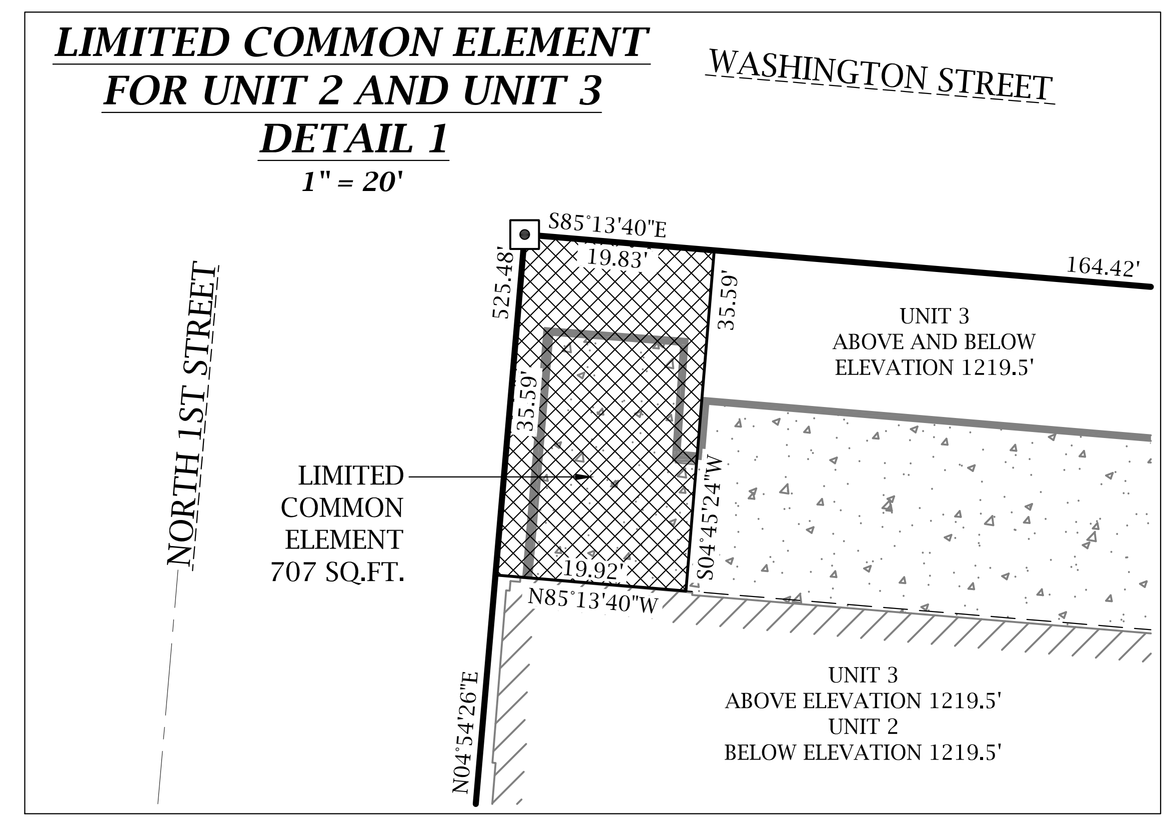












N

WISCONSIN
JOSHUA W.
PRENTICE
S-2852
SCHOFIELD,
WI
LAND SURVEYOR

10/25/2022

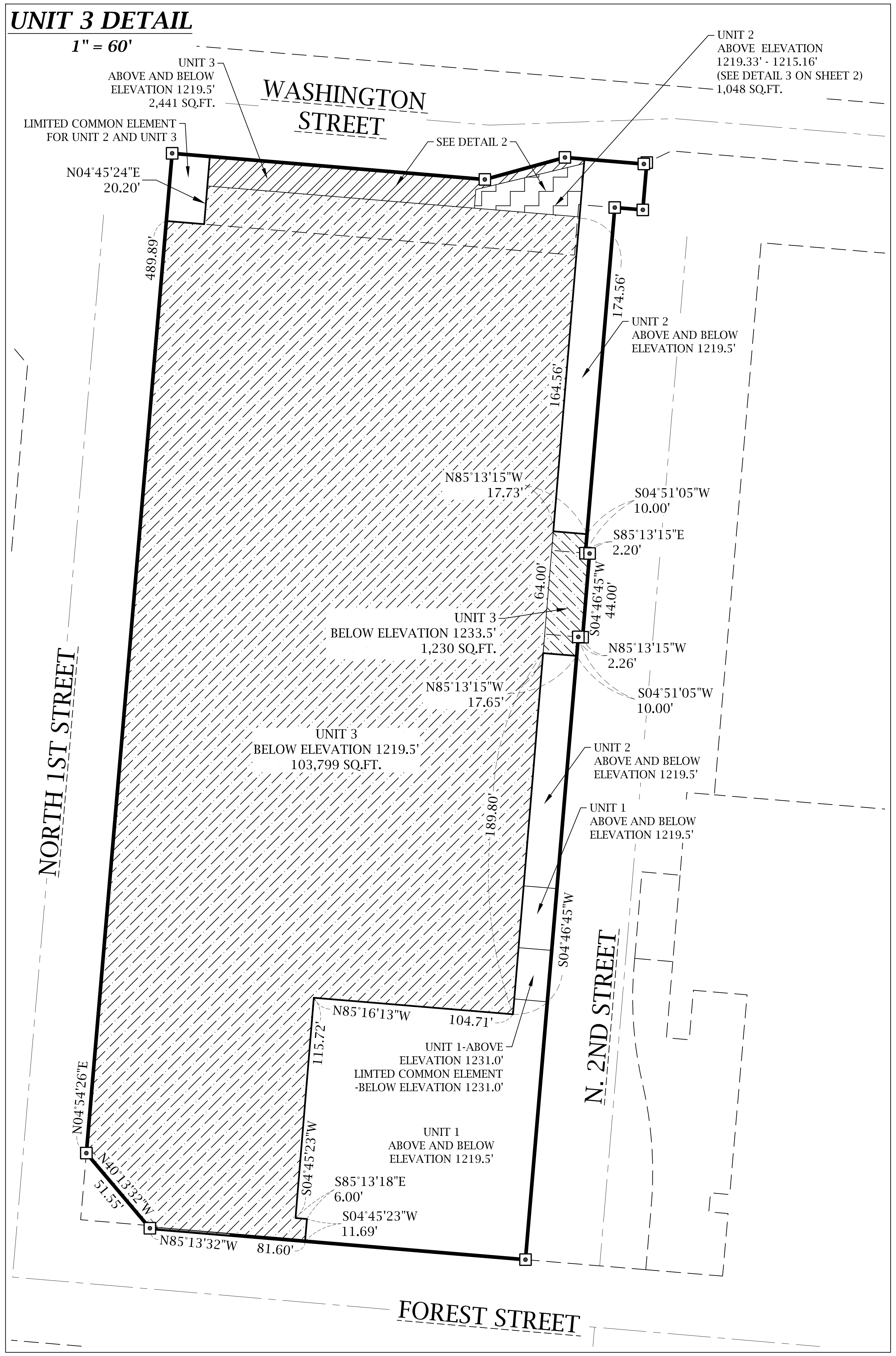
LEGEND	
▣	DRILL HOLE FOUND
(126.00')	RECORDED BEARING/LENGTH
126.00'	MEASURED BEARING/LENGTH

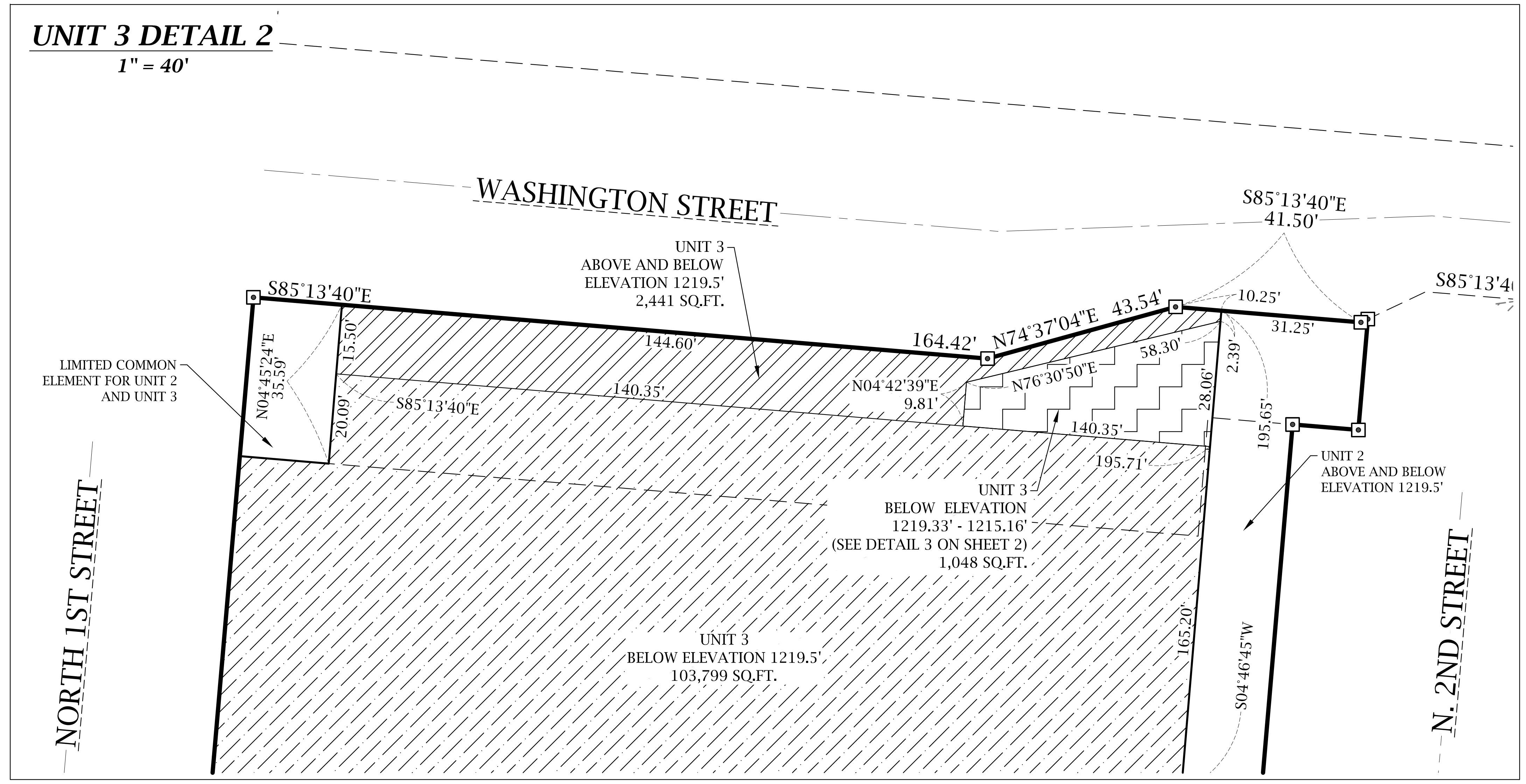
REI
CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20th AVENUE
WAUSAU, WISCONSIN 54401
PHONE: (715) 675-9784 FAX: (715) 675-4060
EMAIL: mail@REIengineering.com

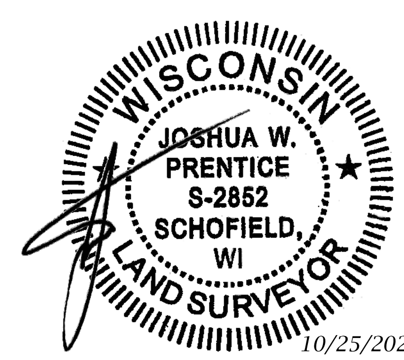
SHEET	PROJECT No.
2 OF 4	9485

WAUSAU OPPORTUNITY CONDOMINIUM

LOT 1, LOT 2, OUTLOT 1, OUTLOT 2, AND OUTLOT 6 OF ALEXANDER DAVIS PLAT, RECORDED AS DOCUMENT NUMBER XXXXXX, IN THE MARATHON COUNTY REGISTER OF DEEDS; LOCATED IN GOVERNMENT LOT 5 OF SECTION 35 AND GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.







10/25/2022

N

LEGEND	
⊡	DRILL HOLE FOUND
(126.00')	RECORDED BEARING/LENGTH
126.00'	MEASURED BEARING/LENGTH

REI CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20th AVENUE WAUSAU, WISCONSIN 54401
PHONE: (715) 675-9784 FAX: (715) 675-4060
EMAIL: mail@REIengineering.com

SHEET	PROJECT No.
3 OF 4	9485

WAUSAU OPPORTUNITY CONDOMINIUM

LOT 1, LOT 2, OUTLOT 1, OUTLOT 2, AND OUTLOT 6 OF ALEXANDER DAVIS PLAT, RECORDED AS DOCUMENT NUMBER XXXXXX, IN THE MARATHON COUNTY REGISTER OF DEEDS; LOCATED IN GOVERNMENT LOT 5 OF SECTION 35 AND GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED THIS CONDOMINIUM PLAT CONSISTING OF FOUR SHEETS AND IT IS A CORRECT AND ACCURATE REPRESENTATION OF WAUSAU OPPORTUNITY CONDOMINIUM, BEING LOT 1, LOT 2, OUTLOT 1, OUTLOT 2, AND OUTLOT 6 OF ALEXANDER DAVIS PLAT, RECORDED AS DOCUMENT NUMBER XXXXXX, IN THE MARATHON COUNTY REGISTER OF DEEDS; LOCATED IN GOVERNMENT LOT 5 OF SECTION 35 AND GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

THAT THE IDENTIFICATION OF EACH UNIT, THE LOCATION OF THE COMMON ELEMENTS AND ITS APPROXIMATE DIMENSIONS ARE SHOWN ON SHEETS 1 AND 2 OF THIS CONDOMINIUM.

THAT THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 131,882 SQUARE FEET OR 3.028 ACRES MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF WAUSAU OPPORTUNITY ZONE, LLC, AGENT OF SAID PARCEL.

THAT SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHT-OF-WAYS OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 703 OF THE WISCONSIN STATUTES.

DATED THIS ____*25TH*____ DAY OF ____*OCTOBER, 2022*____

____

REI
JOSHUA W. PRENTICE
WI P.L.S. S-2852

WISCONSIN
JOSHUA W. PRENTICE
S-2852
SCHOFIELD, WI
LAND SURVEYOR

10/25/2022

OWNER'S CERTIFICATE - WAUSAU OPPORTUNITY ZONE, LLC

WAUSAU OPPORTUNITY ZONE, LLC., AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS CONDOMINIUM PLAT TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS CONDOMINIUM PLAT.

IN WITNESS WHEREOF, THE SAID WAUSAU OPPORTUNITY ZONE, LLC, HAS CAUSED THESE PRESENTS

TO BE SIGNED BY ______________________________, MEMBER AT______________, WISCONSIN,

THIS _______ DAY OF ____________________, 2022

IN THE PRESENCE OF: WAUSAU OPPORTUNITY ZONE, LLC

(SIGNATURE)____

(PRINT NAME)______________________________________, MEMBER

STATE OF WISCONSIN)
) SS
____________________ COUNTY)

PERSONALLY CAME BEFORE ME THIS______DAY OF________________, 2022 THE ABOVE NAMED

____________________, MEMBER OF THE ABOVE NAMED WAUSAU OPPORTUNITY ZONE, LLC AND TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE AND TO ME KNOWN TO BE SUCH MEMBER OF SAID COMPANY, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE AS SUCH MEMBER AS THE DEED OF SAID COMPANY, BY ITS AUTHORITY.

____

NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES____________________________________

OWNER'S CERTIFICATE - CITY OF WAUSAU

CITY OF WAUSAU, AS OWNER, DOES HEREBY CERTIFY THAT THEY CAUSED THE LAND DESCRIBED ON THIS CONDOMINIUM PLAT TO BE SURVEYED, DIVIDED, AND MAPPED, AS REPRESENTED ON THIS CONDOMINIUM PLAT. IN WITNESS WHEREOF, CITY OF WAUSAU, HAS CAUSED THESE PRESENTS

TO BE SIGNED BY (PRINT NAME)______________________, (TITLE)________________________

AND COUNTERSIGNED BY (PRINT NAME)____________________, (TITLE)______________________ ,

AT ___________________________________, WISCONSIN, THIS_____, DAY OF __________________, 2022.

IN THE PRESENCE OF: CITY OF WAUSAU

(SIGNATURE)__________________________________

(PRINT NAME)____________________________

SIGNATURE)__________________________________

(PRINT NAME)____________________________

STATE OF WISCONSIN)
SS
______________COUNTY)

PERSONALLY CAME BEFORE ME THIS______DAY OF__________, 2022,

THE ABOVE NAMED (PRINT NAME)______________________, (TITLE)________________________

AND (PRINT NAME)______________________, (TITLE)________________________,

OF THE ABOVE NAMED TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH OFFICERS OF SAID CITY OF WAUSAU, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CITY OF WAUSAU, BY ITS AUTHORITY.

____

NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES______________________________________

CITY OF WAUSAU
APPROVED FOR RECORDING BY THE CITY OF WAUSAU

BY:__________________________________

DATE: ________________________________

CITY OF WAUSAU ZONING DEPARTMENT

REI
CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20th AVENUE
WAUSAU, WISCONSIN 54401
PHONE: (715) 675-9784 FAX: (715) 675-4060
EMAIL: mail@REIengineering.com

PROJECT No.
9485

Document Number	**DECLARATION OF CONDOMINIUM FOR WAUSAU OPPORTUNITY CONDOMINIUM**	

Recording Area

Name and Return Address:
Joseph M. Mella
Ruder Ware, L.L.S.C.
500 N. 1st Street, Suite 8000
Wausau WI 54403

Parcel Identification Number

This instrument was drafted by Joseph M. Mella

DRAFT

Table of Contents
Declaration of Condominium

DRAFT

DRAFT

DRAFT

DRAFT

DECLARATION OF CONDOMINIUM

WAUSAU OPPORTUNITY ZONE CONDOMINIUM

RECITALS

This Declaration of Condominium for Wausau Opportunity Zone Condominium (“Declaration”) is made as of ____________, ____, 2022, by Wausau Opportunity Zone, Inc, a Wisconsin corporation (“WOZ”) and the City of Wausau, Wisconsin, a Wisconsin municipality (the “City”, which, together with WOZ, are hereinafter collectively defined as “Declarants”), to subject the land located within the City of Wausau, Marathon County, Wisconsin, described on **Exhibit A** attached to this Declaration (the “Land”), together with all improvements now or hereafter located on the Land (collectively, the “Buildings”), to the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes (the “Condominium Act”). The Declarants intend to subject the Land and the Buildings to the Condominium Act to create a condominium consisting of three (3) separate units (each defined as a “Unit” and collectively defined as the “Units”), Limited Common Elements (as defined in Section 3.3 hereof), General Common Elements (as defined in Section 3.2 hereof) (the Limited Common Elements and General Common Elements collectively defined as the “Common Elements”), Service Facilities (as defined in Section 16.1(kk) hereof) and all other components described in this Declaration (the Land, Buildings, Units, Common Elements, Service Facilities and other components collectively defined as the “Condominium”). Each Unit will be initially owned by a Declarant as provided in this Declaration and may be sold or transferred in whole or in part to a Person or a combination of Persons who hold legal title in one or more Units (each Declarant and each such Person being defined as a “Unit Owner”).

PREAMBLE

Declarants intend that the City will, subject to the Option to Purchase (as defined herein), continue to own, operate, and maintain a parking ramp within Unit 3 and that WOZ will redevelop the remaining Units in accordance with that certain Plat of Wausau Opportunity Zone Condominium attached hereto as **Exhibit B** (the “Plat”).

On or prior to the date that this Declaration is made, Declarants have organized Wausau Opportunity Condominium Association, Inc., a Wisconsin non-stock not for profit corporation (the “Association”) formed under Chapter 181 of the Wisconsin Statutes (the “Act”) to be managed by a board of managers (as constituted from time to time, the “Board”), to serve as the Association for the Condominium. The Association has adopted Bylaws (the “Bylaws”) to serve as the Bylaws of the Condominium as provided in Section 703.10 of the Condominium Act. The percentage ownership interest in the Common Elements (collectively, the “Percentage Interests” and otherwise the “Percentage Interest(s)”), the number of votes at Association meetings (collectively, the “Votes”) shall be set forth in Section 6.2, and the percentage interest for the allocation of Common Expenses (as defined in Section 7.1 of this Declaration) (the “Assessment Interests”) that are appurtenant to each of the Units shall be the fraction one-third (1/3), and the use, occupancy and other rights with respect to the Condominium are further governed by this Declaration, the Bylaws and any rules and regulations adopted pursuant to the Bylaws (the

DRAFT

"Rules & Regulations")(this Declaration, the Plat, the Bylaws and the Rules & Regulations being hereinafter collectively defined as the "Condominium Documents").

The Condominium will consist of three (3) Units. City will initially own Unit 3 in the Condominium. WOZ will initially own Unit 1 and Unit 2 in the Condominium. The Unit Owner of Unit 1 and Unit Owner of Unit 2 shall have the right to demolish, alter, modify or construct structures ("Future Buildings") within Unit 1 and Unit 2. The Unit Owners of Unit 1 and Unit 2 shall have the right to divide Units 1 and 2 into one or more sub-condominiums, with one or more sub-units and one or more sub-associations, all as provided in this Declaration or to combine or modify the boundaries of Units 1 and 2 as provided in this Declaration.

The Declarants hereby acknowledge and agree that Units 1 and 2 (sometimes referred to herein as the "WOZ Units") and Unit 3 sometimes referred to herein as the "City Unit") in the Condominium have fundamentally separate and distinct structures and uses which share few Common Elements. As a result, primary management and operation of the WOZ Units and the City Unit may be more practically allocated and/or delegated to WOZ and the City themselves and/or to the sub-associations of any sub-condominiums created within such Units. The Declarants have therefor intentionally designed the Condominium to allow for the potential allocation and/or delegation of as much of the administration, management and operation of the WOZ Units and the City Unit to WOZ and the City respectively and/or sub-associations as may be desired.

ARTICLE I
General Information; Declaration

1.1 **Name and Address.** The name and address of the Condominium shall be Wausau Opportunity Condominium with address of 500 N. 1st Street, Suite 8000, Wausau, WI 54403.

1.2 **Description of Land and Statement of Intent.** The land on which the Condominium is located is the Land described on **Exhibit A** attached to this Declaration. The Declarants, who are the sole owners of the Land and all improvements located thereon hereby state their intention to subject the Land and Buildings to the condominium form of ownership under this Declaration and the Condominium Act.

1.3 **Resident Agent.** The name and address of the initial resident agent of the Condominium under Section 703.23 of the Condominium Act shall be the same as the registered agent of the Association under the Act and set forth in the records of the Wisconsin Department of Financial Institutions, who shall initially be Joseph M. Mella, Ruder Ware, L.L.S.C., 500 N. 1st Street, Suite 8000, Wausau, WI 54403.

ARTICLE II
Units

2.1 **Description of the Units and Statement of Purposes.** The Condominium shall consist of three Units: Unit 1, Unit 2, and Unit 3, each of which are defined and described below in this Article II. A Unit Owner of a Unit is entitled to the exclusive ownership and possession of such Unit. A general description of each Unit, including its approximate perimeters, location and other data sufficient to identify such Units with reasonable certainty are shown on the Plat. Additional information about each Unit, including a general statement as to each Unit's intended purposes and uses, is described in this Section 2.1.

(a) **Unit 1.** Unit 1 is hereby conveyed to WOZ by the Declarants and shall be owned by WOZ. Unit 1 shall be for the purpose of redevelopment as allowed by law.

(b) **Unit 2.** Unit 2 is hereby conveyed to WOZ by the Declarants and is intended to be owned by WOZ. Unit 2 shall be for the purpose of redevelopment as allowed by law.

(c) **Unit 3.** Unit 3 is hereby conveyed to City by the Declarants and is intended to be owned by City. Unit 3 shall be for the purpose of a parking ramp so long as it is owned and operated for a parking ramp by the City. Once no longer operated as a parking ramp, Unit 3 shall be for the purpose of redevelopment as allowed by law.

2.2 **Location and Perimeters.** Each Unit shall consist of the three (3)-dimensional spaces located within the boundaries set forth in the Plat and as otherwise provided herein. For purposes of this Section 2.2, any discrepancy between the description of the perimeters and boundary lines of the Units between this Section 2.2 and the Plat shall be resolved in favor of the Plat (and, as a result of this provision, such discrepancy shall not be deemed to be a conflict in the provisions of this Declaration and the Plat as described in Section 703.30(4) of the Condominium Act). The vertical boundaries of each Unit shall be as follows:

(a) Unit 1.

(1) As to the vertical boundary separating horizontally adjacent Unit 1 and Unit 3, the boundary of Unit 1 and Unit 3 shall be the vertical plane of the exterior surface of the wall of Unit 3.

(2) As to the vertical boundaries separating horizontally adjacent Unit 1 and any Limited Common Elements, the boundary of Unit 1 shall be the vertical plane transecting the boundary line between this Unit and the Limited Common Elements as depicted in the Plat.

(3) As to any other vertical boundary, such boundary shall be the vertical plane described by the exterior surface of the exterior wall of Unit 1 (including within such boundary all physical elements of such exterior surface such as, but not limited to, windows, doors and building facades).

(b) Unit 2.

(1) As to the vertical boundary separating horizontally adjacent Unit 2 and Unit 3, the boundary of Unit 2 and Unit 3 shall be the vertical plane of the exterior surface of the wall of Unit 3.

DRAFT

(2) As to the vertical boundaries separating horizontally adjacent Unit 2 and any Limited Common Elements, the boundary of Unit 2 shall be the vertical plane transecting the boundary line between this Unit and the Limited Common Elements as depicted in the Plat.

(3) As to any other vertical boundary, such boundary shall be the vertical plane described by the exterior surface of the exterior wall of such Unit 2 (including within such boundary all physical elements of such exterior surface such as, but not limited to, windows, doors and building facades).

(c) Unit 3.

(1) As to the vertical boundary separating horizontally adjacent Unit 1 and Unit 3, the boundary of Unit 1 and Unit 3 shall be the vertical plane of the exterior surface of the wall of Unit 3.

(2) As to the vertical boundary separating horizontally adjacent Unit 2 and Unit 3, the boundary of Unit 2 and Unit 3 shall be the vertical plane of the exterior surface of the wall of Unit 3.

(3) As to the vertical boundaries separating horizontally adjacent Unit 3 and any Common Elements, such boundaries shall be the vertical plane of the exterior surface of the wall of Unit 3.

(4) As to any other vertical boundary, such boundary shall be the vertical plane described by the exterior surface of the exterior wall of such Unit 3 (including within such boundary all physical elements of such exterior surface such as, but not limited to, windows, doors and building facades).

The lower elevation boundary of Unit 1 is set forth in the Plat. The lower elevation boundary of Unit 2 is set forth in the Plat. The lower elevation of Unit 3 shall be the lowest portions of any concrete slab or foundation element that is not otherwise a Common Element as the same exist on the effective date of recording of this Declaration. The upper elevation boundaries of Unit 3 is set forth in the Plat. Certain additional defined horizontal boundaries between Unit 3 and Units 1 and 2 are set forth in the Plat.

2.3 **Additional Items Included within Units.** In addition to the foregoing Sections 2.1 and 2.2, and except as otherwise provided in this Declaration, each Unit shall include the following:

(a) All structural components contained within each Unit, including but not limited to, all piles, rafts, caps, footings, columns, beams, pads,

DRAFT

foundations, girders, slabs, posts, pillars, pilasters, supports, walls (both load bearing and non-load bearing), and all other structural parts within such Unit;

(b) All physical spaces and amenities within such Unit, including but not limited to, all entrances, vestibules, hallways, elevators, shafts, chutes, stairways, landings, corridors, lobbies, rooms, offices, apartments, community rooms, fitness centers, swimming pools, restrooms, closets and any other space identified within such Unit on the Plat;

(c) Any Service Facilities located within a Unit and exclusively serving such Unit (the "Unit Service Facilities");

(d) All exterior walls, facades, roofs, floors, doors, windows, screens, ceilings, internal walls (including studs and framing), interior partitions, parking ramps, garage doors, garage door opening mechanical systems. and/or loading docks within such Unit;

(e) All driveways and other facilities exclusively providing ingress and egress to and from such Unit;

(f) All retaining walls, open space, landscaped areas and similar areas and related improvements within such Unit; and

(g) All other items depicted as being part of the Unit on the Plat.

ARTICLE III
Common Elements

3.1 **Common Elements.** The Common Elements of the Condominium shall be those portions of the Condominium that are not part of any Units. The Common Elements shall consist of General Common Elements and Limited Common Elements. The Common Elements shall only be used for the purposes stated in the Condominium Documents or, if not expressly stated, those purposes for which the Common Elements were designed or intended.

3.2 **General Common Elements.** The General Common Elements ("General Common Elements") shall be those portions of the Condominium which are not designated as either a Unit or a Limited Common Element. It is intended that there will be few General Common Elements in the Condominium. The General Common Elements shall be those areas designated on the Plat and/or in this Section 3.2, and shall include, but not be limited to, the following:

(a) Any and all rights and easements appurtenant to the Land;

(b) Any Service Facilities wherever located serving all of the Units; and

(c) Any other items depicted as General Common Elements on the Plat.

3.3 **<u>Limited Common Elements</u>.** The Limited Common Elements ("<u>Limited Common Elements</u>") shall be those portions of the Condominium that are designated as Limited Common Elements on the Plat and/or in this Section 3.3, and/or which otherwise constitute the fixtures described in Section 703.09(1)(d) of the Condominium Act. The following Limited Common Elements shall be appurtenant to those Units:

(a) <u>Limited Common Elements of Unit 1</u>. The following shall be Limited Common Elements appurtenant to Unit 1 and shall be reserved for the exclusive use of the Unit Owner of Unit 1 (the "<u>U-1 LCEs</u>"):

(1) Any Service Facilities exclusively serving Unit 1 that are located outside of Unit 1.

(2) All other items depicted on the Plat as Limited Common Elements appurtenant to Unit 1.

(b) <u>Limited Common Elements of Unit 2</u>. The following shall be Limited Common Elements appurtenant to Unit 2 and shall be reserved for the exclusive use of Unit Owner of Unit 2 (the "<u>U-2 LCEs</u>"):

(1) Any Service Facilities exclusively serving Unit 2 that are located outside of Unit 2.

(2) All other items depicted on the Plat as Limited Common Elements appurtenant to Unit 2.

(c) <u>Limited Common Elements of Unit 3</u>. The following shall be Limited Common Elements appurtenant to Unit 3 and shall be reserved for the exclusive use of the Unit Owner of Unit 3 (the "<u>U-3 LCEs</u>"):

(1) Any Service Facilities exclusively serving Unit 3 that are located outside of Unit 3, including but not limited to those portions of the gas and condensing lines located within Unit 1 and Unit 2, but only serving equipment located within Unit 3.

(2) All other items depicted on the Plat as Limited Common Elements appurtenant to Unit 3.

(d) <u>Joint Limited Common Elements of Unit 1 and Unit 3</u>. The following shall be Limited Common Elements appurtenant to Unit 1 and Unit 3 and shall be reserved for the joint use of the Unit Owners of Unit 1 and Unit 3 (the "<u>U-1-3 LCEs</u>"):

(1) The Limited Common Element depicted in the Plat adjoining Unit 1 and Unit 3.

All other items depicted on the Plat as Limited Common Elements appurtenant to Unit 1 and Unit 3.

DRAFT

(e) Joint Limited Common Elements of Unit 2 and Unit 3. The following shall be Limited Common Elements appurtenant to Unit 1 and Unit 2 and shall be reserved for the joint use of the Unit Owners of Unit 2 and Unit 3 (the "U-2-3 LCEs"):

(1) The Limited Common Element depicted in the Plat adjoining Unit 2 and Unit 3.

(2) All other items depicted on the Plat as Limited Common Elements appurtenant to Unit 2 and Unit 3.

(f) Rights and Interests to Limited Common Elements.

(1) Except as otherwise provided in the Condominium Act or the Condominium Documents, the Unit Owner of the Unit to which Limited Common Elements are solely appurtenant shall have the exclusive right to use and occupy such Limited Common Elements for all purposes described in this Declaration and/or incidental to the use and occupancy of their respective Unit, which right shall be appurtenant to and run with such Unit. A Unit Owner of a Unit to which a Limited Common Element is solely appurtenant may, at such Unit Owner's cost and expense, alter or improve such Limited Common Elements provided such alteration or improvement complies with Section 703.13(5m)(a) and (b) of the Condominium Act.

(2) Except as otherwise provided in the Condominium Act or the Condominium Documents, the Unit Owners of the Units to which Limited Common Elements are jointly appurtenant shall have the exclusive right to use and occupy such Limited Common Elements for all purposes described in this Declaration and/or incidental to the use and occupancy of their respective Units, which right shall be appurtenant to and run with each such Unit. A Unit Owner of a Unit to which a Limited Common Element is jointly appurtenant may, at such Unit Owner's cost and expense, and with the consent of the other joint Unit Owner alter or improve such Limited Common Elements provided such alteration or improvement complies with Section 703.13(5m)(a) and (b) of the Condominium Act.

ARTICLE IV
Ownership, Percentage Interests

4.1 **Ownership of Units.** Except as otherwise provided in the Condominium Act and/or the Condominium Documents, each Unit Owner shall have exclusive ownership and possession of such Unit Owner's Unit.

4.2 **Ownership of Common Elements.** Each Unit Owner shall own an undivided one-third (1/3) interest in the Common Elements. Except as otherwise set forth in the Condominium Act, the Common Elements shall be and remain undivided. A Unit, together with

DRAFT

the undivided interest in the Common Elements allocated to such Unit, constitutes real property for all purposes.

4.3 **Percentage Interest.** The Percentage Interest of each Unit in the Common Elements shall not be separated from any Unit Owner's ownership of such Unit. No Unit Owner shall execute any deed, mortgage, land contract or other instrument of conveyance affecting title to any Unit that does not include both such interests. Any such deed, mortgage, land contract or other instrument purporting to affect either of such interests without including the other shall be deemed and taken to include such other interest even though it is not expressly mentioned or described in the document.

ARTICLE V
Construction Rights

5.1 **Buildings in Plat**.

(a) Unit 1. The Owner of Unit 1 shall have and hereby reserves the exclusive right to remove any existing improvements in Unit 1 and construct Unit 1, the U-1 LCEs and any and all other improvements connected to Unit 1 substantially in accordance with the Plat. The Owner of Unit 1 shall be solely responsible for the entire cost of the construction, maintenance, repair, replacement, restoration and insurance (including, but not limited to, builder's risk insurance), of all such improvements during such construction. The Owner of Unit 1 and its successor(s) shall have the right to enforce any warranties associated with such work. The Unit 1 Owner shall indemnify, defend, and hold the other Unit Owners harmless from and against any claims, suits, damages, fines, or similar costs and losses (including reasonable attorneys' fees and costs) resulting from the removal of the existing Unit 1 improvements and reconstruction of Unit 1. A portion of Unit 1 is subject to a no building restriction as depicted in the Plat (the "No Building Restriction Area"). The No Building Restriction Area is intended to accommodate the Pedestrian Walkway and Pedestrian Walkway Structures. The Unit 1 Owner shall not construct or install foundations or footings or other building improvements within the No Building Restriction Area. This restriction is not intended to restrict improvements to the No Building Restriction Area consistent with its use for a promenade or similar use, sidewalk, pedestrian walkway and green space.

(b) Unit 2. The Owner of Unit 2 shall have and hereby reserves the exclusive right to remove any existing improvements in Unit 2 and to construct Unit 2, the U-2 LCEs and any and all other improvements connected to Unit 2 substantially in accordance with the Plat. The Owner of Unit 2 shall be solely responsible for the entire cost of the construction, maintenance, repair, replacement, restoration and insurance (including, but not limited to, builder's risk insurance), of all such improvements during such construction. The Owner of Unit 2 and its successor(s) shall have the right to enforce any warranties associated with such work. The Unit 2 Owner shall indemnify, defend, and hold the other Unit Owners harmless from and against any claims, suits, damages, fines, or similar costs and losses (including reasonable attorneys' fees and costs) resulting from the removal of the existing Unit 2 improvements and reconstruction of Unit 2. A portion of Unit 2 is subject to the No Building Restriction Area. The No Building Restriction Zone is intended to accommodate the Pedestrian Walkway and Pedestrian Walkway Structures. The Unit 2 Owner shall not construct or install foundations or footings or other building improvements within the No Building Restriction Area. This restriction is not intended to restrict improvements to the No Building Restriction Area consistent with its use for a promenade or similar use, sidewalk, pedestrian walkway and green space.

(c) Unit 3. The Owner of Unit 3 and any successor Owner of Unit 3 shall have and hereby reserves the exclusive right to operate and maintain a parking ramp and to lease and license portions thereof. The Owner of Unit 3 shall be solely responsible for the entire cost of the construction, insurance, maintenance, repair, replacement and/or restoration of the parking ramp improvements (including, but not limited to, builder's risk insurance) during such construction. The Owner of Unit 3 and their successor(s) shall have the right to enforce any warranties associated with such work. The Unit 3 Owner shall indemnify, defend, and hold the other Unit Owners harmless from and against any claims, suits, damages, fines, or similar costs and losses (including reasonable attorneys' fees and costs) resulting from the removal of the existing Unit 3 improvements and reconstruction of Unit 3.

(d) Design.

(1) As to the construction of Unit 1, the Unit 1 Owner shall have, and hereby reserves, the right to change the layout, location, dimensions and other construction details and specifications for Unit 1 and/or the U-1 LCEs from those shown in the Plat at any time and from time to time prior to the completion of the construction of Unit 1 and the U-1 LCEs. Prior to completion of Unit 1, Unit 1 Owner may revise the design plans and specifications as they relate to Unit 1 without the consent of any other Unit Owner. Unit 1 Owner may, at any time and from time to time, supplement, restate or otherwise amend the Plat and/or this Declaration without the consent of any other Unit Owner for the purpose of reflecting the changes described in this Section 5.1(d)(1) and/or the actual location, size, dimensions and other characteristics of Unit 1 and/or the U-1 LCEs after construction is completed, and to record any documents associated with such supplement, restatement and/or amendment. Notwithstanding the forgoing, Unit 1 Owner cannot modify the boundaries or restrictions of the No Building Restriction Area.

(2) As to the construction of Unit 2, the Unit 2 Owner shall have, and hereby reserves, the right to change the layout, location, dimensions and other construction details and specifications for Unit 2 and/or the U-2 LCEs from those shown in the Plat at any time and from

time to time prior to the completion of the construction of Unit 2 and the U-2 LCEs. Prior to completion of Unit 2, Unit 2 Owner may revise the design plans and specifications as they relate to Unit 2 without the consent of any other Unit Owner. Unit 2 Owner may, at any time and from time to time, supplement, restate or otherwise amend the Plat and/or this Declaration without the consent of any other Unit Owner for the purpose of reflecting the changes described in this Section 5.1(d)(2) and/or the actual location, size, dimensions and other characteristics of Unit 2 and/or the U-2 LCEs after construction is completed, and to record any documents associated with such supplement, restatement and/or amendment. Notwithstanding the forgoing, Unit 2 Owner cannot modify the boundaries or restrictions of the No Building Restriction Area.

(e) Development Easements and Other Agreements. Declarants acknowledge that they may enter into one or more easement or similar agreements as WOZ, or its successors reasonably request to carry out the anticipated redevelopment of Unit 1 and Unit 2, which may include, but not limited to the right to modify portions of the parking lot contained in Unit 3, provided such modifications do not materially interfere with the operation of such parking lot by the City, and are completed, in consultation with the City, with reasonable timing/phasing of construction practices so as to reduce disruptions with such parking operation. The modifications to such parking lot contemplated in any such agreements will be subject to the prior approval of City, which shall not be unreasonably withheld, conditioned or delayed and will provide that the party requesting such modifications will bear the costs of such modifications and will provide indemnification to the City with respect to any such modifications. The parties contemplate that the rights granted pursuant to this subsection may be assigned to and enforced by one or more purchasers of Unit 1 and Unit 2.

5.2 **Pedestrian Access Bridge and Walkway.**

(a) Pedestrian Bridge. The Declarants acknowledge and agree (for themselves and all subsequent Unit Owners) that a portion of the Condominium bordered by Unit 1, Unit 2, and Unit 3 has been contemplated for use for the connection of a pedestrian access bridge from the Condominium to the public right of way commonly known as of River Drive (the "Pedestrian Bridge"). The Owners of Unit 1, Unit 2, and Unit 3 and/or any subsequent Owners of Unit 1, Unit 2 and/or Unit 3 may allow a Pedestrian Bridge to be attached to Unit 1, Unit 2, and/or Unit 3. In addition, the Owners of Unit 1 and Unit 2 and/or any subsequent Owners of Unit 1 or Unit 2 shall have and hereby reserve the exclusive right, at their sole cost and expense, to construct, improve, reconstruct, maintain, alter, repair, replace, restore and/or relocate any structures within Unit 1 (with Unit 2 Owner's written consent) or Unit 2 (with Unit 1 Owner's written consent) or Unit 3 to allow for the connection of any Pedestrian Bridge to their respective Unit (the "Pedestrian Bridge Structures"). If the Pedestrian Bridge is built, as applicable, the Unit 1 Owner and Unit 2 Owner may make a public dedication, enter into an easement, lease or other arrangement to implement the

DRAFT

rights under this Section 5.2(a) of this Declaration with respect to their portions of their Units within the No Building Restriction Area as may be necessary for the accommodate such structures. It is contemplated and intended that the Pedestrian Bridge and Pedestrian Bridge Structure may be owned by the public and thereafter operated and maintained by the City. By accepting ownership of a Unit, each of the Declarants and all subsequent Unit Owners shall be deemed to have acknowledged, agreed and consented (1) to the rights described in this Section 5.2(a); (2) to any changes in the exterior appearance of Unit 1, Unit 2, or Unit 3 caused by any Pedestrian Bridge and associated Pedestrian Bridge Structures; (3) that the Pedestrian Bridge and associated Pedestrian Bridge Structure will not reduce the value of the Condominium or create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements; and (4) that such Declarant or other Unit Owner will assist with any reasonable measures necessary to obtain Board approval for any Pedestrian Bridge and associated Pedestrian Bridge Structure**.**

(b) Pedestrian Walkway. The Declarants acknowledge and agree (for themselves and all subsequent Unit Owners) that portions of Unit 1 and Unit 2 (as depicted as No Building Restriction Area in the Plat) are contemplated for use as a pedestrian walkway to access the Pedestrian Bridge Structure from the right of way of N. 2nds Street (the "Pedestrian Walkway"). The Owner or Owners of Units subject to the No Building Restriction Area are hereby granted the exclusive right, at their sole cost and expense, to construct, improve, reconstruct, maintain, alter, repair, replace, restore and/or relocate any improvements within the No Building Restriction Area to allow for the construction of the Pedestrian Walkway (the "Pedestrian Walkway Structures"). In the event of the construction and installation of the Pedestrian Bridge and associated Pedestrian Bridge Structures, the exclusive rights reserved in the preceding sentence shall be revoked and the Owner or Owners of Units subject to the No Building Restriction Area shall promptly convey to City an interest by perpetual easement (with dimensions as reasonably specified by City) in such portions of such Units within the No Building Restriction Area for City to, at its sole cost and expense, construct, improve, reconstruct, maintain, alter, repair, replace, restore and/or relocate the construction, improvement, operation and maintenance of the Pedestrian Walkway and Pedestrian Walkway Structures. By accepting ownership of a Unit, each of the Declarants and all subsequent Unit Owners shall be deemed to have acknowledged, agreed and consented (1) to the rights and obligations described in this Section 5.2(b); (2) to any changes in the exterior appearance of Unit 1 or Unit 2 caused by any Pedestrian Walkway and associated Pedestrian Walkway Structures; (3) that the Pedestrian Walkway and associated Pedestrian Walkway Structures will not reduce the value of the Condominium or create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements; and (4) that such Declarant or other Unit Owner will assist with any reasonable measures necessary to obtain Board approval for any Pedestrian Walkway and associated Pedestrian Walkway Structures.

DRAFT

5.3 **<u>Assignability</u>.** All rights granted to any Unit Owner under the foregoing Sections of this Article V are fully assignable by such Unit Owner to any subsequent owner of such assigning Unit Owner's Unit without the consent of any of the other non-assigning Unit Owners**.**

ARTICLE VI
Association, Voting Rights

6.1 **<u>Membership, Duties and Obligations</u>.** All Unit Owners, by virtue of their ownership of Units, shall be entitled and required to be members of the Association. Except as otherwise set forth in this Declaration, the Bylaws and/or the Condominium Act, the Board shall be responsible and have exclusive authority for all policy and operational decisions of the Association. By accepting ownership of a Unit and/or exercising any rights appurtenant thereto, each Unit Owner shall be deemed to have agreed to such mandatory membership in the Association and shall be entitled and subject to all of the rights and obligations of Unit Owners under the Condominium Act, this Declaration and the other Condominium Documents.

6.2 **<u>Voting Rights</u>.** The Association shall have only one class of voting membership, to which all of the Unit Owners shall belong. The aggregate number of Votes appurtenant to all of the Units combined shall be thirty (30). Each Unit Owner shall be entitled to cast ten (10) votes at any meeting of the Association. Such voting rights shall be exercised in the manner provided in the Bylaws. Each Declarant shall be entitled to cast the Votes attributable to each Unit owned by such Declarant (whether actually built or not), unless and until such Unit is transferred to a third party.

6.3 **<u>Declarant Control</u>.** Each Declarant hereby waives the right to assert any rights for declarant control under Section 703.15(2)(c) of the Condominium Act. By accepting ownership of a Unit and/or exercising any rights appurtenant thereto, each Unit Owner shall be deemed to have acknowledged, agreed and consented to the waiver in the preceding sentence and that each Declarant's exercise of their respective voting rights as a Unit Owner shall not constitute impermissible Declarant control under Section 703.15 of the Condominium Act.

6.4 **<u>Association's Acquisition and Transfer of Units</u>.** The Association shall have the ability to acquire, and then if acquired, transfer by deed, land contract or other means of conveyance, any Units, including Units acquired or reacquired by foreclosure or otherwise.

ARTICLE VII
Expenses

7.1 **<u>Expenses and Assessments</u>**.

(a) <u>Common Expenses</u>. All expenses paid or incurred by the Association in connection with the Condominium ("<u>Common Expenses</u>"), whether or not relating to Common Elements and whether attributable to any one (1) or more of the Units, including any and all costs of administration, utilities, insurance, maintenance, repair and replacement, landscaping and lawn care, cleaning and janitorial service, security, fire protection, snow shoveling and plowing, trash collection, security lighting, and salaries and wages, shall be allocated and assessed among the Units in accordance with this Declaration and the Bylaws. The Common Expenses may include amounts to fund reserve accounts, including statutory reserve accounts established pursuant to Section 703.163 of the Condominium Act (to the extent any such statutory reserve account is created in the future). The Declarants have elected ***not*** to establish a Statutory Reserve Account under Section 703.163 of the Condominium Act. The liability protections of Section 703.163(1) of the Condominium Act shall apply.

(b) Separate Expenses. Real estate taxes, utility and all other charges billed separately to a Unit and/or a Unit Owner thereof shall be the personal obligation of such Unit Owner and shall not be considered Common Expenses unless paid by the Association in the discretion of the Board, in which case such expenses may be allocated to such Unit as provided in the Bylaws. If the Association is ever assessed for any such taxes and charges with respect to a Unit, the Unit Owner of such Unit shall still be personally responsible for and timely pay such taxes and charges. Utility and other charges and expenses attributable to each Unit shall be separately metered and charged to such Unit and/or the Unit Owner thereof whenever feasible, and such charges and expenses shall remain the personal obligation of such Unit Owner.

(c) Assessments. Subject to the terms and conditions provided herein or in the Bylaws, the Association shall allocate the Common Expenses (including, in the discretion of the Board, the amounts required to fund any statutory or other reserve account) among the Units and shall assess the Unit Owners for the share of such Common Expenses so allocated to their respective Units.

(d) Commencement of Assessments. The assessment obligation with respect to each Unit shall commence upon the earlier of, the date the architect for the construction of such Unit certifies that the construction of such Unit has been substantially completed; the date a certificate of occupancy is issued for such Unit; or the date on which such Unit is occupied and its use has commenced.

7.2 **Payment of Assessments.** All assessments relating to the Condominium, whether general, special or otherwise, shall be made, allocated, paid and collected as provided in the Bylaws and this Declaration. Each Unit Owner shall be personally liable to the Association for any amount so assessed with respect to such Unit Owner's Unit. In addition, payment of any amount so assessed with respect to a Unit shall be secured by a lien against such Unit and may be enforced by foreclosure of such lien, all in accordance with the provisions of Section 703.165 of the Condominium Act, The waiver or abandonment by a Unit Owner of the use or enjoyment of all or any portion of the Common Elements or such Unit Owner's Unit or any services attributable to either, shall not relieve such Unit Owner of liability for the payment of assessments.

7.3 **Transfers.**

(a) Assessments. In the event of a sale or other transfer of a Unit, both the grantor of such Unit and grantee of such Unit shall be personally liable, jointly and severally, for all amounts assessed against such Unit for Common Expenses paid or incurred by the Association through the date of the conveyance, until all amounts so assessed have been paid to the Association. Notwithstanding the preceding sentence, a grantee of a Unit is entitled, within ten (10) business days of a request therefor, to receive a statement from the Association setting forth the amount of any unpaid assessments with respect to such Unit, whereupon such grantee shall not be liable for, nor shall such Unit be subject to a lien in respect of, any prior assessments not reflected on such statement. However, such grantee shall be personally liable for, and such Unit shall be subject to a lien in respect of, all unpaid assessments reflected in such statement, as well as any amounts assessed in accordance with the Bylaws after the effective date of such statement. A grantee of a Unit is also entitled to receive a payoff statement from the Association pursuant to Section 703.335 of the Condominium Act.

(b) Transfer Expenses. Upon compliance with the proper procedures under the Condominium Act, the Association may charge fees for providing a payoff statement under Section 703.165(4) or Section 703.335 of the Condominium Act or for providing the disclosure information as required under Section 703.20(2) of the Condominium Act. The payment of such fees, if any, shall be as set forth in the Bylaws.

7.4 **Assessment Liens.** The liens for assessments created under the Condominium Act or pursuant to this Declaration or the Bylaws upon a Unit shall have the priority specified in Section 703.165 of the Condominium Act.

ARTICLE VIII
Maintenance, Repairs and Casualty

8.1 **Unit Owners' Responsibilities.** Each Unit Owner shall, at such Unit Owner's expense, repair and maintain such Unit Owner's Unit and the Limited Common Elements appurtenant thereto, and any landscaping and lawn care, cleaning and janitorial service, security, fire protection, snow shoveling and plowing, trash collection, security lighting for such Owner's Unit, as provided in this Declaration and the Bylaws. The Unit 1 Owner, the Unit 2 Owner, and the Unit 3 Owner shall be jointly and severally liable for the expense of repairing and maintaining the U-1-3 LCEs. In addition, each Unit Owner shall maintain, at such Unit Owner's expense, such insurance for such Unit Owner's Unit as required under the Bylaws. Each Unit Owner shall also be solely responsible for the cost of repairing any damage to the Condominium caused by such Unit Owner's failure to fulfill such Unit Owner's obligations under this Section 8.1 of this Declaration or any other provision of the Condominium Documents.

8.2 **Association.** The Association shall, at its expense, maintain the Common Elements as provided in the Bylaws. In addition, the Association shall maintain, at its expense, such insurance with respect to the Condominium as it may be required to maintain from time to time under the Bylaws.

8.3 **Damage and Destruction.** The process and percentage votes determinative of whether to rebuild, repair, restore, or sell all or any part of the Condominium after a casualty or loss to same shall be as set forth in the Bylaws.

ARTICLE IX
Insurance

9.1 **Bylaws.** The Association and each Unit Owner shall procure and maintain the insurance as required in the Bylaws.

ARTICLE X
Condominium Within a Condominium

10.1 **Sub-Condominiums.** Notwithstanding any other provision of the Condominium Documents, WOZ and all subsequent Unit 1 or Unit 2 Owners shall have and hereby reserve the exclusive right, at their sole cost and expense, to further submit any property (as defined under the Condominium Act) in each of their respective Units to a condominium form of ownership under the Condominium Act to create one or more sub-condominiums within Unit 1 or Unit 2 (each, a "Sub-Condominium"). For clarity, any portion of Unit 1 or Unit 2 may be further subjected to a condominium form of ownership as part of one or more Sub-Condominium under the Condominium Act under this Article X. Each Sub-Condominium shall comply in all respects with the provisions of the Condominium Documents and the Condominium Act. Each such Sub-Condominium shall be subject to its own sub-declaration (the "Sub-Declaration") and sub-plat ("Sub-Plat") dividing the Unit into one or more sub-units (each, a "Sub-Unit" and collectively, the "Sub-Units"). The Sub-Condominium may have its own common elements, general common elements and/or limited common elements (collectively, the "Sub-Common Elements"), and shall have its own sub-association ("Sub-Association") subject to its own sub-bylaws ("Sub-Bylaws"). Each Sub-Unit shall be subject to the provisions of the documents applicable to the Sub-Condominium, including, but not limited to, any Sub-Declaration, any Sub-Bylaws, any Sub-Plat and any rules and regulations applicable to such Sub-Condominium (collectively, the "Sub-Condominium Documents"). A Sub-Condominium can be created by any Unit 1 or Unit 2 Owner without the consent of the other Unit Owners.

10.2 **Sub-Associations.** Except as otherwise provided by the Condominium Documents, the Association shall have no direct management or control over any Sub-Condominium. All owners of a Sub-Unit shall be members of the Sub-Association governing such Sub-Unit, and any Sub-Association shall have a board of directors. Except as otherwise provided in the Sub-Condominium Documents and the Condominium Act, all policy and operational decisions for the Sub-Association shall be made by the Sub-Association's board of directors. The Sub-Condominium Documents shall provide for the allocation of any Condominium assessments and any other procedures necessary to comply with the Condominium Documents. The Association may delegate one or more of the powers granted to the Association under the Condominium Documents and/or the Condominium Act for acts relating to a specific Unit to a Sub-Association for such Unit. The delegation of such powers may include, but not be limited to, the right to receive rental agreements under Section 703.315(3) of the Condominium Act. The Association may also delegate one or more of the Association's obligations under the Condominium Documents and/or the Condominium Act a Sub-Association for such Unit. The delegation of such obligations described under this Section 10.2 may include, but not be limited to, the requirements to obtain any insurance under Section 703.17 of the Condominium Act.

DRAFT

10.3 **Condominium Liens.** Any lien imposed by the Condominium on a Unit for unpaid assessments shall be a lien on each Sub-Unit in such Unit.

10.4 **Cooperation.** Each of the Declarants and all subsequent Unit Owners hereby covenant and agree to reasonably assist any other Declarant or Unit Owner seeking to create a Sub-Condominium in their respective Unit and to take whatever reasonable actions may be reasonably necessary to accomplish that purpose. In furtherance of this provision, in the event that a Sub-Condominium cannot be accomplished, either because the Condominium Act prohibits the creation of a Sub-Condominium or that title to any of the Sub-Units of a Sub-Condominium cannot be insured by one or more national title insurance companies authorized to do business in the State of Wisconsin, the Unit Owners and the Association shall cooperate in the amending and restating of the Condominium Documents in a manner that causes the functional equivalent of a Sub-Condominium within the condominium structure permitted by the Condominium Act or insurable by national title insurance companies authorized to do business in Wisconsin (the "Functional Equivalent Amendment").

10.5 **Relationship to Condominium.** The Condominium Documents shall control in the event of any conflict between any Condominium Documents and any Sub-Condominium Documents.

ARTICLE XI
Master Association

11.1 **Delegation.** Any or all of the powers or obligations allocated to the Association in the Condominium Documents and/or the Condominium Act (including, but not limited to, any or all of the powers described in Section 703.15(3) of the Condominium Act) may be delegated to a Master Association (as defined in Section 16.1(y)) for the benefit of one or more of the Unit Owners. Such Master Association may exercise any and all such delegated powers for the benefit of one or more of the Unit Owners in the Condominium. Matters delegable to such Master Association may include the receipt of rental agreements under Section 703.315(3) of the Condominium Act and any acts required under the insurance provisions of Section 703.17 of the Condominium Act.

11.2 **Creation.** One or more Unit Owners may request that a Master Association be created and specifically delegated one or more of the powers described in Section 11.1 of this Declaration. Such request shall be made to the Board. The Board shall thereafter vote on such action. If the Board approves such action, the requesting Unit Owners shall create the Master Association and prepare and submit any and all instruments and documents necessary to implement the delegation of powers approved by the process described in this Section 11.2 of the Declaration to the Board. Upon approval of such submittal, the Board shall execute such instruments and documents implementing the delegation. Once created, the board of any such Master Association shall be elected by the Unit Owners that are benefitted by the Master Association.

ARTICLE XII
Use Restrictions

12.1 **General.** Each Unit shall be restricted to those uses specifically applicable to such Unit as set forth in Article II of this Declaration and the following Sections of this Article XII. The use and enjoyment of the Condominium shall be further subject to such restrictions as may be contained this Declaration or in the Bylaws and the Rules & Regulations. Except as otherwise provided in the Condominium Documents or the Condominium Act, no Unit Owner shall conduct, nor allow any Invitees (as defined in Section 16.1(u)) to conduct, or otherwise allow such Unit Owner's Unit to be used to conduct, any noxious or offensive activity within the Condominium or any other activity that may be or become an annoyance or nuisance to other Unit Owners or such Unit Owners' Invitees.

12.2 **Enumerated Restrictions.**

(a) reserved

12.3 **Non-Amendment.** Notwithstanding any other provision of the Condominium Documents, the rights granted to any Unit Owners under this Article XII may not be revoked or modified without the prior written consent of such Unit Owner.

ARTICLE XIII
Unit Changes

13.1 **Alterations within Units.** Each of the Declarants and each Unit Owner shall have and hereby reserve the right to make any modification, penetration, decoration, installation, build-out, renovation, removal, reconstruction, repair or other alteration within any Unit owned by such Declarant or Unit Owner, provided all such modifications, penetrations, decorations, installations, removals, reconstruction, repairs and/or alterations comply with the Condominium Documents, Condominium Act and all applicable Governmental Regulations (as defined in Section 16.1(t)). In connection therewith, each of the Declarants and each Unit Owner will have and hereby reserve an easement for themselves and for their Designees (as defined in Section 16.1 (r)) over, under, upon and through all or any portion of the Condominium to engage in such activities. By accepting ownership of a Unit, each of the Declarants and all subsequent Unit Owners shall be deemed to have further acknowledged, agreed and consented that (a) alterations to Units as described in this Section 13.1 may lead to noise, vibration, traffic, dust, and other conditions that temporarily impact the use and enjoyment of the other Units in the Condominium (including but not limited to temporary restrictions on individuals' ability to access such other Units and/or the Common Elements) in a manner consistent with usual construction conditions (the "Temporary Construction Conditions") and (b) that such Temporary Construction Conditions will not constitute a nuisance substantially affecting the use and enjoyment of those Units or of the Common Elements. Each Unit Owner or other Person asserting any interest in the Condominium hereby waives and otherwise releases any and all rights to compensation and other claims for relief connected to such Temporary Construction Conditions.

13.2 **Relocation of Perimeters.** Unit Owners of contiguous Units, subject to the application process and approval of the Board as provided in Section 13.5 below, shall have the right to relocate the perimeters between their adjoining Units pursuant to Section 703.13(6) of the Condominium Act.

13.3 **Separation of Units.** Each Unit Owner, subject to the application process and approval of the Board as provided in Section 13.5 below, shall have the right to separate such Unit Owner's Unit pursuant to Section 703.13(7) of the Condominium Act. The creation of a Sub-Condominium pursuant to Article X shall not be deemed a separation of a Unit pursuant to Section 703.13(7) of the Condominium Act. In the case of the restatement of the Condominium Documents to create the functional equivalent of a Sub-Condominium pursuant to Article X, the Association shall cooperate in such process as set forth in Section 10.4.

13.4 **Merger of Units.** Each Unit Owner, subject to the application process and approval of the Board as provided in Section 13.5 below, shall have the right to merge two (2) or more contiguous Units owned thereby into a single unit in the Condominium pursuant to Section 703.13(8) of the Condominium Act.

13.5 **Application.** Except as otherwise set forth herein, Unit Owner(s) desiring to make any of the changes set forth in Sections 13.2, 13.3, and 13.4 of this Declaration or that otherwise require the approval of the Board under the Declaration, Bylaws and/or the Condominium Act shall first make application to the President (as defined in Section 16.1(hh)) proposing the desired change and shall also provide written notice to all other Unit Owners (the "Application"). The Application shall include a proposed amendment to this Declaration, an addendum to the Plat reflecting the proposed changes, plans of each Unit showing the proposed new perimeters of each affected Unit(s), and if applicable Common Elements, and all other information required by the Condominium Act. The addendum to the Plat and all plans submitted shall be certified as to accuracy and compliance with the Condominium Act by a qualified civil engineer, architect or land surveyor licensed to practice in the State of Wisconsin as required by Sections 703.13(6)(e), 703.13(7)(c), and 703.13(8)(c) of the Condominium Act. If the Application involves a relocation of perimeters between contiguous Units, it shall propose (a) how the Percentage Interests, Votes and rights to use Limited Common Elements appurtenant to such Units should be reallocated, if at all, and (b) how existing liabilities and reserve funds for Common Expenses appurtenant to such Units should be reallocated, if at all. If the Application involves a separation of a Unit, it shall propose (a) new identifying numbers for the proposed new units in the Condominium; (b) how the Percentage Interest, Vote and rights to use Limited Common Elements appurtenant to the existing Unit would be allocated among such new units in the Condominium; and (c) how existing liabilities and reserve funds for Common Expenses appurtenant to the existing Unit should be allocated among such new units in the Condominium. If the Application involves a merger, it shall propose the identifying number for the surviving merged unit. All information in each Application shall be provided by the applying Unit Owner at each applying Unit Owner's sole expense. Upon submittal, the Board may require any applying Unit Owner to provide, at such Unit Owner's sole expense, any other information reasonably necessary to consider the Application, including but not limited to, a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering that the merger, separation or relocation will not impair the structural integrity or lessen the support of any portion of the Condominium. Each Unit Owner submitting an Application shall be liable for all expenses incurred by the Association to review the Application or to prepare any documentation related to the Application, including but not limited to any

DRAFT

engineering, surveying, and legal fees incurred by the Association in considering the Application and/or preparing any documentation, whether or not the Application is ultimately approved. Where any separation, merger or relocation requires the approval of any municipality in which the Condominium is located, the applying Unit Owner shall, at its sole cost, obtain such approval. The Association may recover all unpaid expenses in connection with any Application by imposing a special assessment against the applying Unit Owner's Unit or through any other process allowed by law.

13.6 **Review.** Within thirty (30) days after written notice of the Application is given to all Unit Owners, the President shall convene a meeting of the Board to consider the Application. At such meeting, the Board shall either approve, request additional information to be considered at the next meeting of the Board (to be held within thirty (30) days of receipt of such requested information), or reject the Application. The Board may not unreasonably withhold its approval of any Application. Delaying approval or rejection of an Application while obtaining sufficient information in order to consider such Application shall not be deemed unreasonable delay in approving or rejecting an Application.

13.7 **Recording.** If an Application is approved, an amendment to this Declaration and the Plat shall be finalized and circulated for execution, pursuant to the applicable requirements of Section 703.13 of the Condominium Act, but only after the applying Unit Owner(s) have paid all of the expenses incurred by the Association to review the Application or to prepare any documentation related to the Application as described in Section 13.5 of this Declaration. Such amendment shall not be recorded until it has been executed as required by the Condominium Act.

ARTICLE XIV
Easements

14.1 **Association.** Notwithstanding any other provision in the Condominium Documents, the Association and its Designees are hereby granted an irrevocable, perpetual and non-exclusive easement to, on, across, over and/or through all or any portion of the Condominium for (a) the installation, maintenance, operation, repair and replacement of any Common Elements and (b) the purpose of exercising all powers and responsibilities under the Condominium Documents or the Condominium Act, including making inspections, correcting conditions originating in a Unit and/or as otherwise provided in Section 703.32 of the Condominium Act.

14.2 **Limited Common Elements.** Notwithstanding any other provision in the Condominium Documents, any Unit Owner of a Unit to which Limited Common Elements are appurtenant and its Designees are hereby granted an irrevocable, perpetual and non-exclusive easement to (a) access any other Unit or any Common Elements for any purpose incidental to the use and occupancy of such Unit Owner's Unit or Limited Common Elements and (b) to place, construct, improve, reconstruct, maintain, alter, repair, and/or replace any such Limited Common Elements in such other Units.

14.3 **Neighboring Unit Owners.** Each Unit Owner shall have an irrevocable, perpetual and non-exclusive easement to enter any other Unit to the extent necessary to construct, improve, reconstruct, maintain, alter, repair, and/or replace any such Unit Owner's Unit, any Unit Service Facilities connected to such Unit Owner's Unit and/or any other Service Facilities for which such Unit Owner is responsible under the Condominium Documents. The rights of such Unit Owner under this Section 14.3 shall be exercised only to the extent reasonably necessary for the foregoing purposes and may be subject to reasonable rules imposed on the Unit Owner of the servient estate.

14.4 **Encroachments.** The actual as-built perimeters of a Unit or any Common Elements constructed or reconstructed in substantial conformity with the Plat shall be conclusively presumed to be the perimeters for such Unit or Common Elements, regardless of any settling or shifting of any of the Buildings and regardless of minor variations between the perimeters described in this Declaration and/or shown on the Plat and the actual perimeters thereof after such construction or reconstruction. In the event that by reason of the design, construction, reconstruction, settlement or shifting of all or any portion of the Condominium, any portion of the Common Elements encroaches or shall hereafter encroach upon any Unit, or any portion of any Unit encroaches or shall hereafter encroach upon any of the Common Elements or any other Unit, an irrevocable, perpetual and exclusive easement is hereby granted and reserved to allow such encroachment for so long as the encroachment remains in place. The easement rights granted in this Section 14.4 shall include the right to maintain, repair and/or replace such encroaching Unit or Common Elements. No changes in, adjustments of, or presumptions regarding the location of the Units under this Section 14.4 shall impact the Percentage Interests of such Units set forth in Exhibit B.

14.5 **Support.** The Association shall have an irrevocable, perpetual and non-exclusive easement over all of the Units and General Common Elements for the maintenance, repair, and/or replacement of any structural facilities supporting any Unit and/or the General Common Elements,

14.6 **General Common Elements.** Each Unit Owner shall have an irrevocable, perpetual and non-exclusive easement over, under, upon and through the General Common Elements for any purpose consistent with the purposes of the Condominium, subject to such restrictions as may be imposed from time to time under the Condominium Documents.

14.7 **Covenants Running with the Land.** All easements and other rights granted under this Article XIV shall run with the Land and with each of the Units (and the Percentage Interests in the Common Elements allocated to such Units) and shall inure to the benefit of and be binding upon all of the Declarants, all Unit Owners and each of their respective successors in interest. The burdens, covenants and obligations in this Article XIV shall be binding upon each of the Unit Owners of each servient estate referenced in this Article XIV and their respective heirs, successors and assigns and all successors in interest to such servient estates. The easements granted under this Article XIV shall not terminate by merger of the interests by any future Unit Owner owning more than one Unit but shall continue to benefit all future owners of any dominant estate and burden the future owners of any servient estate.

14.8 **General.** The Association or Declarants shall have the authority to execute and record all documents necessary to carry out the intent of this Article XIV. All easement rights granted in this Article XIV may be interrupted at any time and from time to time as necessary to

DRAFT

place, construct, improve, reconstruct, maintain, alter, repair, replace and/or relocate all or any improvements in any of the servient estates. Whenever feasible, the rights to place, construct, connect, improve, reconstruct, maintain, alter, repair and/or replace any improvements or structures under Section 14.1, Section 14.2, Section 14.3, and Section 14.4, of this Declaration shall be exercised (a) upon reasonable advance notice to such other Unit Owners involved; (b) at times reasonably convenient to such other Unit Owners involved and in a manner so as to not unreasonably interfere with the use of any Unit by such other Unit Owners involved; (c) in conformance with all landlord-tenant laws (if applicable); and (d) under any supervision the Board may deem appropriate. Notwithstanding anything in this Section 14.8, in the case of an emergency, the rights under Section 14.1, Section 14.2, Section 14.3, and Section 14. may be exercised immediately and without notice and whether or not such Unit Owner is present at the time. Any Unit Owner exercising rights under this Article XIV shall immediately repair any damage caused by such exercise of rights and, if such Unit Owner fails to do so, the Association may repair such damage and impose an assessment for the cost thereof against such Unit Owner. Notwithstanding any other provision of the Condominium Documents, the easements granted to the Declarants and Unit Owners under the foregoing Sections of this Article XIV may not be revoked or otherwise modified without the prior written consent of the Declarants and Unit Owners benefitted and burdened by such easements.

ARTICLE XV
Mortgages

15.1 **Mortgages.** No Unit Owner shall have the right or authority to place a Mortgage, encumbrance or other lien ("Mortgage") on any portion of the Condominium other than such Unit Owner's Unit and the Percentage Interest in the Common Elements appurtenant thereto. Except as otherwise provided herein, by the acceptance of a Mortgage and/or the assertion of any rights thereunder, the Person holding such Mortgage shall be deemed to have agreed that any instrument documenting such Mortgage, and the rights and obligations of the parties with respect thereto, is subject to the terms and conditions of the Condominium Act and this Declaration. In connection therewith and except as otherwise provided in the Condominium Documents, each instrument documenting such Mortgage shall be deemed to provide that the lien holder thereof shall have no right to (a) participate in (i) the adjustment of losses with insurers; (ii) the determination of awards upon condemnation; or (iii) the decisions with respect to whether or how to repair in connection with casualty or condemnation or (b) receive or apply proceeds of insurance or condemnation, whether to the debt secured by such lien or otherwise, except to the extent, if any, of either a distribution of such proceeds to Unit Owners pursuant to Sections 703.18 or 703.19 of the Condominium Act or a distribution in excess of the proceeds required to repair or restore the Unit encumbered by such Mortgage. Nothing contained in this Section 15.1 or elsewhere in this Declaration or the other Condominium Documents shall give any Unit Owner or other Person priority over the rights of such lien-holder with respect to such distributions.

15.2 **Registration of Lien Holders.** All Unit Owners shall notify the Secretary (as defined in Section 16.1(jj)) of the name and address of the proposed holder of a Mortgage and the priority of such Mortgage. A Unit Owner's failure to provide such information shall not affect the validity, enforceability or priority of any such Mortgage. The Secretary shall maintain a register of all Persons holding a Mortgage.

15.3 **<u>Application and Effect</u>.** The provisions of this Article XV shall supersede any inconsistent provision herein or in the other Condominium Documents. No amendment to this Declaration shall affect the rights of a Mortgagee of a Unit whose interest was recorded prior to the recordation of any such amendment unless such Mortgagee consents in writing to such amendment.

ARTICLE XVI
Miscellaneous Provisions

16.1 **<u>Definitions</u>.** Except as otherwise provided in other Sections of this Declaration, the following terms, when used in this Declaration, shall have the meanings specified for such terms below, and derivatives thereof shall be interpreted accordingly:

(a) "AAA" — as defined in Section 16.6 of this Declaration.

(b) "Act" — as defined in the Preamble to this Declaration.

(c) "Affiliates" — of a Person means (i) any individual or entity controlling, controlled by, or under common control with such Person; (ii) any direct or indirect shareholder, member, partner or other owner of such Person; and (iii) any director, manager, member, officer, employee or other official of such Person.

(d) "Application" — as defined in Section 13.5 of this Declaration.

(e) "Articles" — shall mean the Articles of Organization for the Association.

(f) "Assessment Interests" — as defined in the Preamble to this Declaration.

(g) "Association" — as defined in the Preamble to this Declaration.

(h) "Board" — as defined in the Preamble to this Declaration.

(i) "Buildings" — as defined in the Recitals to this Declaration.

(j) "Bylaws" — as defined in the Preamble to this Declaration.

(k) "Common Elements" — shall mean the Limited Common Elements and General Common Elements as defined and described in the Recitals to this Declaration and Article III.

(l) "Common Expenses" — as defined in Section 7.1(a) of this Declaration.

(m) "Condominium" — as defined in the Recitals to this Declaration.

DRAFT

(n) “Condominium Act” — as defined in the Recitals to this Declaration.

(o) “Condominium Documents” — as defined in the Preamble to this Declaration.

(p) “Declarants” — as defined in the Recitals to this Declaration, including successors as such, whether pursuant to Section 703.09(4) of the Condominium Act or otherwise.

(q) “Declaration” — as defined in the Recitals to this Declaration of Condominium.

(r) “Designees”— shall mean employees, agents, representatives, contractors, vendors, service providers and/or materials suppliers.

(s) “General Common Elements” — as defined in Section 3.2 of this Declaration.

(t) “Governmental Regulations” — shall mean any and all laws, rules, regulations, ordinances, orders, decrees or other requirements issued or promulgated by any government, agency, instrumentality, entity, court or other authority having jurisdiction in connection therewith.

(u) “Invitees” — shall mean any Person (other than a Unit Owner) lawfully present on or seeking lawful access to any portion of the Condominium. “Invitees” shall be construed as broadly as possible and shall include, but not be limited to:

> (1) all tenants, licensees or occupants of, or any businesses operating on, any portion of any Unit (collectively, the “Occupants”);
>
> (2) all family members, guests, employees, customers (whether actual or prospective), owners, agents, representatives, contractors, vendors, service providers and/or materials suppliers of (a) any Unit Owner and/or any portion of any Unit (b) any of the Occupants, and/or (c) relating to any portion of any Unit; and
>
> (3) any private, municipal and/or governmental service providers, including but not limited to, providers of postal, delivery, emergency, medical, police, fire, water, electric, communication, garbage collection, recycling, and/or utility services.

If any Unit Owner is a trust, “Invitees” shall include (in addition to the other Persons and entities identified in this Section 16.1(u)) all trustees and beneficiaries of such trust, and all of the Persons enumerated in this Section 16.1(u) of such trustee or beneficiary. If any Unit Owner is an entity, “Invitees” shall include (in addition to the other Persons identified in this

Section 16.1(u)) all members, managers, directors, officers, shareholders, stockholders, affiliates and/or partners of such entity, and any of the other persons or entities enumerated in this Section 16.1(u) of such persons or entities. For clarity, "Invitees" and "Occupants" do not include any Unit Owner.

(v) "Joint Columns" — as defined in Section 3.3(e)1. of this Declaration.

(w) "Land" — as defined in the Recitals to this Declaration.

(x) "Limited Common Elements" — as defined in Section 3.3 hereof.

(y) "Master Association" — shall mean a profit or nonprofit corporation or unincorporated association which exercises the powers under Section 703.15(3) of the Condominium Act on behalf of one or more condominiums or for the benefit of the unit owners of one or more condominiums.

(z) "Mortgage" or "Mortgage on a Unit" — shall mean a recorded mortgage or land contract vendor interest encumbering such Unit, or as otherwise defined in Section 15.1 of this Declaration.

(aa) "No Building Restriction Area" – as defined in Section 5.1(a) hereof.

(bb) "Mortgagee" or "Mortgagee of a Unit" — shall mean a holder of a Mortgage on such Unit.

(cc) "Pedestrian Bridge" — as defined in Section 5.2(a) of this Declaration.

(dd) "Percentage Interests" — as defined in the Preamble to this Declaration.

(ee) "Pedestrian Walkway" — as defined in Section 5.2(b) of this Declaration.

(ff) "Person" — shall mean any natural person or entity, whether or not a party to any of the Condominium Documents.

(gg) "Plat" — as defined in the Preamble to this Declaration.

(hh) "President" — shall mean the President (from time to time) of the Association.

(ii) "Rules & Regulations" — as defined in the Preamble to this Declaration.

DRAFT

(jj) "Secretary" — shall mean the Secretary (from time to time) of the Association.

(kk) "Service Facilities" — shall mean any or all utility, electrical, mechanical, plumbing, and fire protection systems, connections, facilities and equipment located within and/or otherwise servicing the Condominium, as well as all other connections, systems, facilities and equipment located within and/or otherwise servicing the Condominium. Service Facilities shall include, but not be limited to, any or all heating, ventilation, air conditioning and exhaust fans, pipes, ducts, vents, flues, plenums, chases, soffits, chimneys and other connections, systems, facilities and equipment related thereto; all electrical, telephone, television, computer, communications, security, security lighting, life safety, fire protection, fire alarm and other utility cables, wires, lines, conduits, hoses, panels, junction boxes, fixtures, receptacles, panel boards and other connections, systems, facilities and equipment related thereto; and all gas, water, sanitary sewer and storm water mains, laterals, pipes, pumps, drains, valves, conduits, hoses and other connections, systems, facilities and equipment related thereto.

(ll) "Sub-Association" — as defined in Section 10.1 of this Declaration.

(mm) "Sub-Bylaws" — as defined in Section 10.1 of this Declaration.

(nn) "Sub-Common Elements" — as defined in Section 10.1 of this Declaration.

(oo) "Sub-Condominium" — as defined in Section 10.1 of this Declaration.

(pp) "Sub-Condominium Documents" — as defined in Section 10.1 of this Declaration.

(qq) "Sub-Plat" — as defined in Section 10.1 of this Declaration.

(rr) "Sub-Unit" or "Sub-Units" — as defined in Section 10.1 of this Declaration.

(ss) "Temporary Construction Conditions" — as defined in Section 13.1 of this Declaration.

(tt) "Unit" or "Units" — as defined in the Recitals to this Declaration.

(uu) "Unit Schedule" — as defined in the Preamble to this Declaration.

(vv) "Unit Owner" — as defined in the Recitals to this Declaration and shall include any Person holding an equitable ownership interest as a land contract vendee in a Unit. Each Declarant and each Person subsequently holding legal title or an equitable ownership interest in a Unit shall cease to be a "Unit Owner" as to

DRAFT

any Unit in which they hold legal title or an equitable interest upon such Person's transfer of his, her or its interest in such Unit.

(ww) "Unit 1 Owner" — shall mean all Unit Owners of Unit 1. For clarity, Wausau Opportunity Zone, Inc. and each Person subsequently holding legal title or an equitable ownership interest in Unit 1 shall cease to be a "Unit 1 Owner" upon such Person's transfer of his, her or its interest in Unit 1.

(xx) "Unit 2 Owner" — shall mean all Unit Owners of Unit 2. For clarity, Wausau Opportunity Zone, Inc. and each Person subsequently holding legal title or an equitable ownership interest in Unit 2 shall cease to be a "Unit 2 Owner" upon such Person's transfer of his, her or its interest in Unit 2.

(yy) "Unit 3 Owner" — shall mean all Unit Owners of Unit 3. For clarity, City of Wausau, Wisconsin and each Person subsequently holding legal title or an equitable ownership interest in Unit 3 shall cease to be a "Unit 3 Owner" upon Person's transfer of his, her or its interest in Unit 3.

(zz) "Votes" — as defined in the Preamble to this Declaration.

(aaa) "Wisconsin Statutes" — shall mean the statutes of the state of Wisconsin.

16.2 **Interpretation.** In interpreting this Declaration, the following rules shall be applied:

(a) Conflict. Unless otherwise expressly provided in this Declaration, the provisions of Section 703.30(4) shall control any conflicts that may exist between any of the documents associated with the Condominium.

(b) Headings. The headings of this Declaration are intended for convenience only and shall not affect meaning or interpretation hereof.

(c) Number, Gender. Whenever the context so permits, (a) the singular shall include the plural and the plural shall include the singular; and (b) any gender shall include all genders.

(d) References. References to any statute, document, exhibit or other authority or to provisions therein shall be deemed (i) to refer to such authority or provision as in effect on the date hereof, and as renumbered or otherwise amended hereafter to the extent that incorporation of such amendment(s) is consistent with the purposes of this Declaration and (ii) to incorporate herein and make a part hereof by such reference such authority and all authorities promulgated thereunder or otherwise related thereto to the extent appropriate to accomplish the purpose of such reference.

(e) Non-exhaustive. The word "including" shall mean "including, without limitation."

16.3 **Amendments.** In addition to the provisions of Article XIII and other provisions hereof, and except to the extent otherwise restricted or permitted herein, this Declaration may also be amended with the unanimous consent of Unit Owners as provided in Sections 703.09 and/or 703.093 of the Condominium Act.

16.4 **Enforcement.** In addition to the other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period provided in the Condominium Documents, a fine for each day such violation continues in such amount as may be set forth in the Bylaws or the Rules and Regulations from time to time.

16.5 **Injunctive Relief.** Each of the Unit Owners acknowledges that the nonmonetary provisions of this Declaration and the other Condominium Documents are reasonable and necessary to protect the legitimate interests of Declarants and the Association, and that breach of any such provisions by such Unit Owner would cause irreparable harm to the other Declarants, the other Unit Owners and/or the Association, which injury could not be fully measured or compensated by money damages and for which there would be no other adequate remedy at law. Accordingly, such Unit Owner hereby agrees that, in the event of any such breach, the other Declarants, Unit Owners and/or the Association shall be entitled to obtain, in addition to such other legal and/or equitable relief as may be appropriate, temporary restraining orders and temporary and permanent injunctions preventing further such breaches and hereby waives, to the fullest extent permitted by law, any bond in connection with such orders and injunctions.

16.6 **Arbitration.** Except with respect to matters described in the foregoing Section 16.5 and the enforcement of payment of unpaid assessments, all disputes between or among Unit Owners, Declarants and/or the Association arising out of or relating in any way to the Condominium or the Condominium Documents shall be settled by arbitration conducted in Milwaukee, Wisconsin and otherwise in accordance with whatever procedures are mutually agreed upon by the parties thereto or, if they fail to so agree, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). The arbitrator shall be such person(s) as are mutually agreed upon by the parties thereto or, if they fail to so agree, arbitrator(s) selected in accordance with the AAA procedure for that purpose. If the parties fail to agree on the arbitrator(s) for any dispute subject to this Section, either party may commence the AAA procedure for doing so upon ten (10) days' notice thereof to the other party. There shall be only one (1) arbitrator, except that, in disputes involving more than two hundred fifty thousand dollars ($250,000.00), a party may elect to have three (3) arbitrators upon notice thereof to the other party(ies) thereto at any time prior to the designation of arbitrator(s) under the foregoing provisions of this Section (or, if earlier, the commencement of the AAA process for doing so). In such event, the decision of a majority of such arbitrators shall be controlling. The arbitrator(s) shall award all or any portion of the attorneys' fees, arbitration costs and/or other expenses to a prevailing party in such proceedings if the arbitrator(s) determine that an opposing party was not acting in good faith and/or was acting without substantial justification with respect to the arbitration and/or the dispute to which such fees, costs and expenses relate. Otherwise, the costs of the arbitrator(s) shall be borne equally by all parties, and each party shall pay its own legal and other fees and expenses in connection with such arbitration. The award rendered by the arbitrator(s) shall be final and binding on all parties and may be entered and enforced by any court of competent jurisdiction. The arbitrator(s) shall have no authority to

DRAFT

award punitive damages. In the event that any party to a dispute fails to cooperate with arbitration proceedings instituted pursuant to this Section, any other party to such dispute shall be entitled to recover reasonable attorneys' fees and expenses in connection with enforcing such party's rights under this Section, in addition to such other legal and/or equitable relief as may be appropriate.

16.7 **Jurisdiction.** This Declaration shall be governed by, and construed and enforced in accordance with, the internal laws of the state of Wisconsin. Each Unit Owner, Declarants, the Association and any other Person asserting rights appurtenant to the Condominium hereby stipulates and agrees that, subject to Section 16.6 of this Declaration, any action or other legal proceeding arising under or in connection with the Condominium or the Condominium Documents shall be commenced and tried in its entirety in the Wisconsin Circuit Court for Marathon County, Wisconsin, and each such person hereby agrees not to assert in any such action or proceeding that either of such courts lacks personal jurisdiction or is not a convenient forum and hereby waives, to the fullest extent permitted by law, any other right to contest the jurisdiction and/or venue thereof.

16.8 **Notices.** Any notice or other communication required or allowed by this Declaration or any of the other Condominium Documents to be given to a Unit Owner of a Unit shall be sufficiently given if delivered to any Unit Owner of such Unit, regardless of the number of Unit Owner(s) having an interest therein. Each Unit Owner shall provide the Secretary with an address for the mailing of any such notices or other communications. Any such notices and other communications shall be deemed sufficiently delivered if in writing and personally delivered to any such Unit Owner or mailed to any such Unit Owner at the address so provided, or if no address was so provided, to the address of such Unit. Notices and other communications hereunder to the Association shall be in writing and personally delivered to the agent then designated pursuant to Section 1.3 hereof or mailed to such agent at the address then designated pursuant thereto. Notices delivered in person as provided above shall be effective immediately; notices mailed as provided above shall be effective three (3) days after the deposit, with postage prepaid, in the United States Mail.

16.9 **No Waiver.** The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option set forth in this Declaration, or to serve any notice or institute any action to assert or otherwise enforce any such term, covenant, condition, restriction, right or option, shall not be construed as a waiver or other relinquishment of such term, covenant, condition, restriction, right or option, and such term, covenant, condition, restriction, right or option shall remain in full force and effect. The receipt, deposit and/or collection by the Association of payment of any assessment by a Unit Owner, whether or not with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of any such breach. No waiver by the Association of rights in any one or more instances under any provision hereof shall be effective unless in writing and signed thereby, and no such waiver shall affect their rights under any other provision or with respect to any other instances. A suit to recover a money judgment for unpaid assessments shall be maintainable in any court identified in Section 16.7, without foreclosing or waiving any lien securing same.

16.10 **<u>Further Assurance</u>.** Each Unit Owner shall execute and deliver such documents (including powers of attorney or other documents relating to amendments of this Declaration pursuant to its terms) and take such other actions at any time and from time to time hereafter as may be reasonably requested by the Board to carry out the provisions or purposes of this Declaration or the other Condominium Documents.

16.11 **<u>Severability</u>.** In the event that any provision of this Declaration is ever finally determined to be wholly or partially illegal, invalid or unenforceable, either in all jurisdictions and circumstances or in particular jurisdictions or circumstances, such provision shall be deemed severed herefrom in those jurisdictions and circumstances as to which it is so determined to be wholly illegal, invalid or unenforceable and shall be deemed limited to the extent required in those jurisdictions and circumstances as to which it is so determined to be partially illegal, invalid or unenforceable, and such severance or limitation shall not affect the legality, validity or enforceability of any other provisions hereof or of such provision to the extent not so severed or limited.

16.12 **<u>Run with Land</u>.** This Declaration shall run with the Land and with each of the Units and shall inure to the benefit of and be binding upon Declarants and all subsequent Unit Owners, and all other successors in interest in the Condominium.

16.13 **<u>Option to Purchase</u>.** WOZ, and its successors in interest to Unit 1 and Unit 2 (individually and/or collectively, "Optionee") are hereby granted the option to Purchase Unit 3 on the following terms:

(a) So long as Unit 3 is owned by the City, City shall operate and maintain the parking lot therein ("Parking Lot 1") consistent with the standards of operation and maintenance for other parking facilities and lots owned and operated by the City, including adjustments to parking fees to provide for operation and maintenance; provided, however that the rules and parking fees established for this parking lot shall not unreasonably interfere with the redevelopment efforts of Unit 1 and Unit 2, and provided further that the City shall have the right and option to cease operating Parking Lot 1 as a parking facility with at least twenty-four (24) months' prior written notice to Developer. Declarants acknowledge and agree that WOZ shall have no obligation to contribute to the costs of operation and maintenance of Parking Lot 1, other than through the parking fees.

(b) In the event City shall exercise its option to terminate operations of Parking Lot 1 in Unit 3, City shall notify each Optionee in writing that the City intends to discontinue operation of a public parking ramp within Unit 3, not less than twenty-fours (24) months prior to the termination of such operations (the "<u>Notice of Termination</u>").

(c) For a period of twenty-four (24) months following Optionee's receipt of the Notice of Termination (the "<u>Investigation Period</u>") Optionee shall be entitled to undertake from time to time and at any time such investigations, tests, and analysis of Unit 3 as Optionee deems appropriate to evaluate the purchase of Unit 3.

(d) Prior to the expiration of the Investigation Period, Optionee shall notify City if Optionee intends to consummate the purchase of Unit 3 (the "Notice of Exercise"), if more than one (1) Optionee notifies City it intends to purchase Unit 3, the purchase shall be made jointly, as tenants in common. If no party exercises such option to purchase, the City may elect to suspend parking operations therein and close Parking Lot 1 and the City shall have the option to sell Unit 3 to another party.

(e) The City and the Optionee(s) electing to purchase Unit 3 shall cooperate in good faith to determine the fair market value of Unit 3. It is anticipated that at least one appraisal of Unit 3 shall be conducted to determine such value. The Optionee shall propose the Wisconsin general appraiser to be used for such purpose, and if City does not object within thirty (30) days of such proposal, the appraiser shall complete an appraisal. The cost of the appraisal shall be borne equally by the Optionees and City. If City objects to the selected appraiser with the 30-day time period, City shall obtain its own appraisal and Optionee shall obtain its own appraisal, each baring the cost of their own appraisers. If the results of such appraisals are more than five percent (5%) different, the appraisers shall, within ten (10) days of the completion of their appraisals, jointly select a third appraiser who shall determine which of the two appraisals should be used, and the costs of such third appraiser shall be borne equally by City and Optionees. If the results of such appraisals are less than five percent (5%) different, the fair market value of Unit 3 shall be the average of such two (2) appraisals.

(f) The closing of the purchase of Unit 3 shall be specified in the Notice of Exercise but shall not be more than thirty (30) days following such notice.

(g) At closing, City shall convey Unit 3 by the current state form condominium deed, subject to all matters of record, and shall convey all fixtures and personal property associated with the ownership and operation of Unit 3 and kept on site at Unit 3 by quit claim bill of sale. City will make no further representations and warranties regarding the real or personal property conveyed at closing. Along with its Notice of Termination, City shall provide a list to the Optionees of any personal property associated with the ownership and operation of Parking Lot 1 that is kept on site that will be excluded from the sale of Unit 3.

(h) All expenses with respect to Unit 3 shall be prorated as of the day prior to closing. Any other terms and conditions of Closing are set forth in that certain Development Agreement by and between WOZ and others and the City dated January 17, 2020, as amended to date.

DRAFT

ARTICLE XVII
Association Disclaimers

17.1 **Liability.** Notwithstanding anything contained herein or in the other Condominium Documents, the Association and Declarants shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner or any other Person present in any portion of the Condominium.

17.2 **Personal Property.** Each Unit Owner or other Person with personal property located in, on or about the Condominium shall be responsible for such personal property. Notwithstanding anything contained herein or in the other Condominium Documents, neither the Board, the Association, any Unit Owner nor Declarants shall be: (a) considered a bailee of any personal property stored within the Common Elements (including property located in vehicles parked in, on or about the Condominium) or (b) responsible for the security of such personal property or for any loss or damage thereto.

17.3 **Waiver.** Each Person present, or having personal property present, in, on or about the Condominium shall be bound by the provisions of this Article XVII and shall be deemed, by such presence, to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed herein.

ARTICLE XVIII
Declarants' Disclaimers

18.1 **Construction Issues.** NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, ARE MADE BY DECLARANTS TO THE ASSOCIATION, ANY UNIT OWNER OR ANY OTHER PERSON REGARDING THE PAST OR FUTURE PERFORMANCE OR QUALITY OF ANY PORTION OF THE CONDOMINIUM. ANY IMPLIED WARRANTY BY DECLARANTS OF SATISFACTORY PERFORMANCE OR THAT THE BUILDING, OR ANY UNITS, COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND/OR SERVICE FACILITIES ASSOCIATED THEREWITH, ARE OR WILL BE REASONABLY ADEQUATE FOR USE AND OCCUPANCY PURSUANT TO SECTION 706.10(7) OF THE WISCONSIN STATUTES OR OTHERWISE IS HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. ANY OTHER EXPRESS OR IMPLIED WARRANTIES OF DECLARANTS UNDER COMMON LAW, INCLUDING ANY DUTY TO PERFORM WORK IN GOOD, WORKMANLIKE AND SATISFACTORY MANNER, ARE HEREBY ALSO EXPRESSLY DISCLAIMED AND EXCLUDED.

18.2 **Noise and Views.** FURTHER, DECLARANTS MAKE NO REPRESENTATION OR WARRANTY THAT THE VIEW FROM ANY UNIT WILL NOT BE OBSTRUCTED OR OTHERWISE CHANGED IN WHOLE OR IN PART AT ANY TIME IN THE FUTURE. THE UNIT OWNERS ACKNOWLEDGE THAT THEY ARE PURCHASING UNIT(S) IN AN AREA THAT MAY EXPERIENCE CONSIDERABLE AND RAPID DEVELOPMENT, THAT SUCH DEVELOPMENT COULD AFFECT VIEWS AND

DRAFT

THAT DECLARANTS HAVE NO OBLIGATION TO INVESTIGATE OR DISCLOSE ANY SUCH DEVELOPMENT IN THE AREA THAT ARE POSSIBLE, PLANNED, PERMITTED OR UNDER CONSTRUCTION, NOR DO DECLARANTS UNDERTAKE ANY DUTY TO PROTECT VIEWS. ANY UNIT OWNER DESIRING TO INVESTIGATE POTENTIAL FUTURE DEVELOPMENT IN THE AREA IS HEREBY REFERRED TO INFORMATION AVAILABLE FROM THE MUNICIPAL AUTHORITIES AND OTHER SOURCES.

18.3 **Non-Amendment.** Notwithstanding any other provision of the Condominium Documents, the limitations on liability contained in the foregoing Sections of this Article XVIII may not be revoked or otherwise modified without the prior written consent of all Unit Owners whose rights or obligation would be affected by such amendment.

DRAFT

In witness whereof, Declarants have caused this Declaration to be executed at Milwaukee, Wisconsin as of the date set forth at the beginning hereof.

DECLARANTS:

WAUSAU OPPORTUNITY ZONE, INC.

By:__________________________________
____

CITY OF WAUSAU, WISCONSIN

By:__________________________________
____

Attest:

By:__________________________________
____

DRAFT

STATE OF WISCONSIN)
) SS.
COUNTY OF MARATHON)

This instrument was acknowledged before me on ________________________ _____, by the above-named___________________________ as President of Wausau Opportunity Zone, Inc.

____
Notary Public, State of Wisconsin
My commission expires: ______________________

[Seal]

STATE OF WISCONSIN)
) SS.
COUNTY OF MARATHON)

This instrument was acknowledged before me on ________________________ _____, by the above-named ___________________________as Mayor of the City of Wausau, Wisconsin.

____
Notary Public, State of Wisconsin
My commission expires: ______________________

[Seal]

STATE OF WISCONSIN)
) SS.
COUNTY OF MARATHON)

This instrument was acknowledged before me on ________________________ _____, by the above-named ___________________________as __________ of the City of Wausau, Wisconsin.

____
Notary Public, State of Wisconsin
My commission expires: ______________________

[Seal]

DRAFT

EXHIBIT A
LEGAL DESCRIPTION

DRAFT

EXHIBIT B
PLAT

SEE THE ATTACHED PLAT

Please note that the attached copy of the Condominium Plat is not the official Plat and may not be suitably legible due to its reduced size. Please consult the Plat on file with the Register of Deeds.

DRAFT

BYLAWS OF

WAUSAU OPPORTUNITY CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND ADDRESS

1.01. Name; Purpose. The name of the corporation shall be Wausau Opportunity Condominium Association, Inc. (the "Association"). The Association is incorporated as a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Wis. Stat. Ch. 181.

1.02. Address. The principal office of the Association shall be located at 500 N. 1st Street, Suite 8000, Wausau, WI 54403. This address shall also be the mailing address of the Association.

1.03. Binding Effect. These Bylaws (the "Bylaws") shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

1.04. Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for Wausau Opportunity Condominium executed by Wausau Opportunity Zone, Inc. and the City of Wausau, Wisconsin (the "Declarants") and recorded in the office of the Marathon County Register of Deeds (the "Declaration").

1.05. Nonprofit Status. No part of the net earnings of the Association may inure (other than by acquiring, constructing, or providing management, maintenance, and care of Association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any member or individual. Following the Association's winding up of its affairs and upon its liquidation, no member of the Association shall receive any distribution of assets of the Association greater than the amount originally paid to the Association with respect to such member's membership interest. Furthermore, following the wind-up of the Association's affairs, any excess assets of the Association (other than a rebate of excess membership dues, fees, or assessments) following the wind-up of its affairs shall, at the time of the Association's liquidation, be distributed to a scientific, educational, benevolent, or other corporation or association that is organized and conducted not for pecuniary profit.

ARTICLE II

MEMBERSHIP

2.01. Membership. The membership of the Association shall at all times consist exclusively of all Unit Owners of the Condominium. Land contract vendees but not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

2.02. Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee upon the Unit Owner's death, such personal representative or trustee shall be a member of the Association.

2.03. Withdrawal or Expulsion. No Unit Owner may voluntarily withdraw from membership in the Association, nor may any Unit Owner be expelled from such membership.

2.04. Membership Certificates. Membership certificates shall not be issued.

2.05. Membership List. The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name or current mailing address. No Unit Owner may vote at meetings of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

2.06. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

2.07. Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.08. Quorum. Unit Owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

2.09. Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

2.10. Proxies. All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

2.11. Voting Designations of Multiple Unit Owners. If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit, unless (a) the multiple Unit Owners have designated a single Unit Owner to exercise any or all votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Unit Owners with the secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be deemed to be the unanimous act of the multiple Unit Owners, or (b) only one of multiple Unit Owners of a Unit is present in person or by proxy at a meeting of the Association, in which event the Unit Owner present (whether or not such Unit Owner or any other Unit Owner has been designated to cast votes pursuant to item (a) of this Section 2.11) is entitled to cast all votes allocated to the Unit and the same shall be deemed to be the unanimous act of the multiple Unit Owners. No designation of a single Unit Owner to cast any vote appertaining to any Unit owned by multiple Unit Owners shall be effective until written notice of such designation signed by all Unit Owners of such Unit has been received by the secretary of the Association before casting such vote. If any Unit Owner is so designated, then except as provided in the Declaration or in these Bylaws, only that Unit Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Unit Owners.

2.12. Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE III

MEETINGS OF MEMBERS

3.01. Place. All meetings of the Unit Owners shall be held at a place in Marathon County, Wisconsin, that shall be stated in the notice of the meeting.

3.02. Annual Meetings. The first annual meeting of the Unit Owners shall be held on the second Monday December.

3.03. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.04. Notice of Meetings. No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than sixty (60) days') written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

3.05. Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted that might have been transacted at the meeting originally called.

3.06. Duties of Officers at Meetings. The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.07. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

(a) Calling the meeting to order;
(b) Calling the roll of Unit Owners and certifying the proxies;
(c) Proof of notice of meeting or waiver of notice;
(d) Reading and disposal of any unapproved minutes;
(e) Reports of officers;
(f) Reports of committees (if appropriate);
(g) Election of directors (if appropriate);
(h) Unfinished business;
(i) New business; and
(j) Adjournment.

3.08. Action Without a Meeting by Written Consent. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote on the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

3.09. Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation

Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE IV

BOARD OF DIRECTORS

4.01. Number and Membership in Association. The affairs of the Association shall be managed initially by a Board of Directors composed of three (3) directors, one each selected by each Unit Owner. No more than one (1) director at any given time may be a person who is not also a Unit Owner; provided, however, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only.

4.02. Term of Office. The directors shall take office upon their appointment by the Declarants and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.02. Thereafter, each director shall take office at the annual meeting and shall serve for a term of three (3) years or until his or her successor shall be elected.

4.03. Election of Directors. One (1) month before each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for appointment of persons to serve as directors on the Board of Directors. All appointments shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they appoint and may appoint themselves.

4.04. Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by the Unit Owner who appointed the director whose position has been vacated. If no such appointment is made within one hundred twenty (120) days of the vacation of the position, the secretary of the Association shall mail to such Unit Owner entitled to make the appointment s a notice setting a deadline for appointment to serve as directors on the Board of Directors. If such Unit Owner fails to make an appointment within an additional one hundred twenty (120) days of such notice, the remaining members of the Board of Directors may elect a replacement for the vacant board position, by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of

Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws.

4.05. Removal. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners or solely by the Unit Owner who appointed such member.

4.06. Compensation. No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

5.01. Regular Meetings. The regular meeting of the Board of Directors shall be held annually on the second (2^{nd}) Monday of December at the time and place designated in the notice of such meeting. Thereafter, regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

5.02. Special Meetings. Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.03. Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.04. Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business that might have been transacted at the meeting originally called.

5.05. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

(a) Calling the meeting to order;
(b) Proof of notice of meeting or waiver of notice;
(c) Reading and disposal of any unapproved minutes;
(d) Reports of officers;

(e) Reports of committees (if appropriate);
(f) Election of officers (if appropriate);
(g) Unfinished business;
(h) New business; and
(i) Adjournment.

5.06. Action Without a Meeting by Written Consent. Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF DIRECTORS

6.01. Powers and Duties. All powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

(a) Adopt budgets for revenues, expenditures, and reserves;

(b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;

(c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;

(d) Grant easements, licenses, and rights-of-way through or over the Common Elements;

(e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;

(f) Sue on behalf of all Unit Owners;

(g) Make contracts and incur liabilities;

(h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;

(i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;

(j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;

(k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person on or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (1) rules and regulations that are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors; and (2) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment (it being acknowledged that there are no rules and regulations adopted pursuant to this subsection (k) at the time of initial adoption of these Bylaws);

(l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;

(m) Keep all books and records and prepare accurate reports of all transactions of the Association;

(n) Appoint committees to carry out any tasks that the Board of Directors deems necessary or appropriate;

(o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;

(p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and

(q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

6.02. Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.01 and 7.07.

ARTICLE VII

OFFICERS AND THEIR DUTIES

7.01. Officers. The principal officers of the Association shall be the president, vice president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Unit Owners; provided, however in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

7.02. Election of Officers. The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

7.03. Term. Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.04. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years and have such authority and perform such duties as the Board of Directors may from time to time determine.

7.05. Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.06. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.07. Duties. Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) *President.* The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(b) *Vice President.* The vice president shall act in the place of the president in the event of the president's absence or inability or refusal to act and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) *Secretary.* The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(d) *Treasurer.* The treasurer shall receive and deposit in appropriate bank accounts all funds of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

7.08. Compensation. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.09. Fidelity Bonds. The Board of Directors may require any officers, agents, or employees of the Association handling or responsible for Association funds to furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE VIII

BOOKS AND RECORDS

8.01. Inspection. The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles, and the Bylaws shall be available for inspection by any Unit Owner, Mortgagee, or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

8.02. Audits. The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

ARTICLE IX

BUDGET, ASSESSMENT, AND ANNUAL REPORT

9.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

9.02. Budget. The Board of Directors shall adopt the annual operating budget for the Association at its annual meeting. The budget shall be effective for the period January 1 through December 31 of the succeeding year. For any year in which the Association is maintaining a statutory reserve account for the condominium under Wis. Stat. § 703.163, the Board shall include within the budget the amount of reserve funds to be collected for the ensuing year after considering:

(a) The reserve funds then in the reserve account;

(b) The estimated cost of repairing or replacing Common Elements, other than routine maintenance;

(c) The estimated remaining useful life of the Common Elements; and

(d) The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

9.03. Levying and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to their respective Percentage Interest. On or before the last day of December of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments that shall be due monthly in advance on the first(1^{st}) day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

9.04. Special Assessments. Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and on the date or dates designated by the Board of Directors.

9.05. Association Remedies upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days after the date on which it is due shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

9.06. Annual Report. Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner at the address in the Association's membership list before the third (3rd) Thursday in February.

9.07. Statutory Reserve Account. All funds collected to fund a statutory reserve account as described in Section 9.02, above, shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repairing or replacing common elements, other than routine maintenance or for such other purposes as may be allowed under Wis. Stat. § 703.163. Funds held in the statutory reserve account may be invested only in those investments allowed by law.

ARTICLE X

USE AND OPERATION OF PROPERTY

10.01 Use. Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

10.2 Electricity. Electricity will be supplied directly to each Unit through separate meters or check meters. Each Unit Owner shall be required to pay for the electricity supplied to his Unit. To the extent practicable, electricity serving the Common Elements shall be separately metered, and the cost for electricity so metered in the Common Elements shall be included in determining the Common Expenses. If any meters measure electricity serving more than one Unit Owner or serving (1) one or more Unit Owner and the Common Elements, the Board shall allocate the consumption of electricity among the Unit Owners based on the Unit's percentage interest in the Common Elements.

10.3 Maintenance and Repair. The responsibilities for maintenance and repairs of the Condominium and the Units shall be as set forth in Declaration

10.4 Improvements to Common Elements. Improvements to the Common Elements may be made only with the approval of the Board. The costs for such improvements shall be assessed against the Units as follows:

(a) If such improvement is for the use and/or benefit of all Units, the costs shall be a Common Expense and assessed against the Units in proportion to their respective Undivided Interests.

(b) If such improvement is for the use and/or benefit of less than all of the Units, the costs shall be assessed against only the benefited Units in proportion to their respective interests in the Common Elements.

10.5 Right of Access. A Unit Owner shall grant a right of access to his or her Unit to the Board of Directors and any person authorized by the Board of Directors, for the purpose of making inspections or for the purpose of correcting any conditions originating in his Unit and threatening another Unit or any portions of the Common Elements or for the purposes stated in the Declaration. Except in an emergency, such right of access shall be exercisable only after reasonable advance notice and with reasonable efforts to minimize interference with use of the affected Unit and any affected Subunit. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 10.5, all costs for repairs (including repairs of damage caused by such entry) shall be borne in accordance with the provisions of Section 10.4 of this Article 10

10.6 Insurance. To the extent from time to time obtainable, the Board of Directors shall coordinate between the Association and Unit Owners to obtain and maintain the following insurance in accordance with the provisions of this Section 10.6 for the Units. The Board shall see that the separate policies are coordinated.

(a) The Owner of Unit 3 and 4 shall insure Unit 3 and Unit 4, the Limited Common Elements assigned to and limited to the exclusive use of Unit 3 and Unit 4 using a current standard ISO All Risk policy in the full replacement value of the parking ramp located therein so long as the same are utilized for a parking ramp. The remining Unit Owners shall insure the improvements located within their respective Units and the Limited Common Elements assigned to and limited to the exclusive use of such Units using a current standard ISO All Risk policy for the full replacement cost thereof.

(b) The Association shall insure all General Common Elements and such portions of the Condominium that for insurance purposes are normally deemed to constitute part of the Condominium for use by all Unit Owners but excluding Units and Limited Common Elements using a current standard ISO All Risk policy for the full replacement cost thereof.

(c) Commercial general liability insurance using ISO Special Form coverage with a combined single limit of $1 million per occurrence and $3 million in the aggregate, for personal and bodily injury, death and property damage.

(d) Such other insurance and endorsements to any of the foregoing insurance as the Board may from time to time determine to be reasonable and proper.

(e) All policies of insurance shall be in such amounts as the Board shall determine consistent with the foregoing provisions. Such policies may provide for a deductible amount from the coverage thereof as the Board may from time to time determine to be reasonable and proper. In the event of any loss which relates solely to the Common Elements, such deductible amount may be assessed to all Unit Owners as a special assessment of Special Assessments hereunder.

(f) All policies of insurance shall name as additional insured the Condominium Association; and such policies may not be canceled or nonrenewed or substantially modified by the insurer without at least thirty (30) days' prior written notice to the Board, except for nonpayment of premium, which shall require at least ten (10) days' written notice to those same parties. All Unit Owners shall provide certificates of insurance to the Board.

(g) Each Unit Owner, and any tenant, subtenant and occupant of a Unit, shall have the right to carry other insurance for its own benefit provided all such policies contain standard waivers of subrogation providing that the insurance shall not be invalidated should the insured waive, prior to loss, any right of recovery against the Condominium Association, the Board, the Directors and the officers of the Condominium Association and any or all other Unit Owners, and tenants, subtenants and occupants of Units, and provided any such policies do not adversely affect or diminish any liability under any insurance obtained by any Units Owners pursuant to the provisions of this Section 10.6. If any loss intended to be covered by insurance carried by the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Unit Owner, or any tenant, subtenant or occupant of a Unit, such Unit Owner, or tenant, subtenant or occupant of a Unit, shall, without limiting or prejudicing other remedies of the Board, assign the proceeds of such insurance carried by it, to the extent of such reduction, to the Board for application to the same purposes as the reduced proceeds are to be applied.

(h) Each Unit Owner shall be solely responsible for insuring the contents of such Owner's Unit which are not as a matter of law part of the real estate comprising such Unit. Any lease or occupancy agreement of a Unit shall obligate the tenant to comply with the provisions of this Section 10.6.

(i) The Association, each Unit Owner, and each tenant, subtenant and occupant of a Unit waives all rights of recovery against any of the others for loss or injury against which the waiving party is protected by insurance naming the other party as one of the insured or containing provisions which deny the insurer the acquisition of rights by subrogation or waivers of subrogation of claims against the other party, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered under such insurance.

ARTICLE XI

ENFORCEMENT OF CONDOMINIUM DOCUMENTS

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors, or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken. In case of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors, or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorney fees. If the

Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

ARTICLE XII

LIABILITY AND INDEMNITY

12.01. General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (1) who is or was a director or officer of the Association; (2) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise; or (3) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and that is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorney fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

12.02. Mandatory Indemnification.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action by which he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 12.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (1) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (2) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (3) a transaction from which the director or officer derived an improper personal profit or benefit; or (4) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XII, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

12.03. Determination of Right to Indemnification. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.02 shall make a written request for indemnification that shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 12.03(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days after the Association's receipt of the written request required hereunder.

12.04. Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all the following: (a) a written affirmation of his or her good-faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.03 that indemnification under Section 12.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

12.05 Partial Indemnification.

(a) If it is determined pursuant to Section 12.03 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses that are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all circumstances.

(b) If it is determined pursuant to Section 12.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

12.06. Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

12.07. Limited Liability of Directors and Officers.

(a) Except as provided in Subsections 12.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.02(b).

(b) Except as provided in Section 12.07(c), this Section 12.07 does not apply to any of the following: (1) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (2) a proceeding brought by any person for a violation of state or federal law when the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (3) the liability of a director under Wis. Stat. §§ 181.0832 and 181.0833.

(c) The provisions of Wis. Stat. § 12.07(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

12.08. Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

12.09. Nonexclusivity of Rights. The rights to indemnification, defense, and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association that constitutes conduct under Section 12.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

12.10. Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

12.11. Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.12. Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based on occurrences that take place before such amendment or repeal.

ARTICLE XIII

GENERAL PROVISIONS

13.01. Seal. The Association shall not have a corporate seal.

13.02. Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof that can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all Unit Owners.

13.03. Notices. Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or the Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association; or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XIV

AMENDMENT

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Owners. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

ARTICLES OF INCORPORATION

OF

WAUSAU OPPORTUNITY CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporator, desiring to form a corporation pursuant to the provisions of the Wisconsin Non-stock Corporation Law, Chapter 181, Wisconsin Statutes, adopts the following articles of incorporation for the corporation:

Article 1. Name. The name of the corporation is Wausau Opportunity Condominium Association, Inc (the "Association").

Article 2. Organization. The Association is organized under Ch. 181 of the Wisconsin Statutes.

Article 3. Period of Existence. The period of existence of the Association shall be perpetual.

Article 4. Purpose of Association. The Association is organized to serve as an association of unit owners (as described in Section 703.15 of the Wisconsin Statutes) for Wausau Opportunity Zone Condominium created under Chapter 703 of the Wisconsin Statutes, located in the City of Wausau, Marathon County, and to exercise the powers, carry out the responsibilities, and otherwise engage in any lawful activity authorized and permitted by Chapter 181 of the Wisconsin Statutes.

Article 5. Membership. The Association shall have members.

Article 6. Distributions. The Association is authorized to make distributions under Section 181.1302(3) and 181.1302(4), Wis. Stats.

Article 7. Management. The affairs of the Association shall be managed by a Board of Directors, which shall consist of such number of Directors as shall be fixed by the Bylaws as from time to time amended, but not less than three (3). The Board of Directors shall carry out the purpose of the Association in compliance with its Articles of Incorporation and Bylaws. The manner of selection and the terms of office of Directors shall be provided by the Bylaws as from time to time amended.

Article 8. Principal Office. The principal office is located in Marathon County, Wisconsin. The address of the principal office is 500 N. First Street, Ste 8000, Wausau, WI 54403.

Article 9. Registered Agent. The name of the Association's registered agent is RW Corporate Services, LLC. The address of the Association's initial registered agent is 500 N. First Street, Ste 8000, PO Box 8050, Wausau, WI 54402-8050.

Article 10. Incorporator. The name and address of the incorporator of the Association is Joseph M. Mella, Ruder Ware, L.L.S.C., 500 N. First Street, Ste 8000, Wausau, WI 54403.

Executed this ____ day of _______________, 2022.

____
Joseph M. Mella, Incorporator

Drafted By:

Joseph M. Mella, Esq.
Ruder Ware, L.L.S.C.

Return To:

Cindy M. Dahlke, Paralegal
cdahlke@ruderware.com

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number | Document Name

THIS DEED, made between
Wausau Opportunity Zone, Inc., a Wisconsin non-profit corporation
("Grantor," whether one or more),
and the City of Wausau, Wisconsin, a Wiconsin municipal corporation
("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Marathon County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See Addendum A, attached hereto and incorporated herein by reference.

Recording Area

Name and Return Address
Joseph M. Mella
Ruder Ware LLSC
500 N. 1st St. Suite 8000
Wausau, WI 54403

Parcel Identification Number (PIN)

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

Dated ______________ .

Wausau Opportunity Zone, Inc.

______________(SEAL)
*

______________(SEAL)
*

Accepted by City of Wausau, Wisconsin

______________(SEAL)
*

______________(SEAL)
*

AUTHENTICATION

Signature(s) ______________

authenticated on ______________.

*

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

THIS INSTRUMENT DRAFTED BY:
Joseph M. Mella

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
______________ COUNTY)

Personally came before me on ______________,
the above-named ______________

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

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

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

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

© 2003 STATE BAR OF WISCONSIN

* Type name below signatures.

Reset

ADDENDUM A

Units 1 and 2 in Wausau Opportunity Condominium, created by a “Declaration of Condominium” recorded on ________________, in the office of the Register of Deeds for Marathon County, Wisconsin in Vol. __________________ of Records at Page __________, as Document No. ___________________, and by its Condominium Plat.

This conveyance is made subject to the terms, provisions, conditions, and restrictions contained in the Condominium Ownership Act for the State of Wisconsin, as well as in any of the “Condominium Documents” (consisting of the Declaration and Condominium Plat, the Bylaws, and Articles of Incorporation of the Condominium Association, any Rules or regulations adopted pursuant to the Declaration or Bylaws), and all amendments to those Condominium Documents.

This conveyance is made for purposes of and with the intent to carry out the initial designation of ownership of the units of Wausau Opportunity Condominium as set forth in the Declaration of Condominium for said condominium.

Grantee, by acceptance of this Deed, agrees and binds Grantee and Grantee’s successors and assigns to all the terms, provisions, and conditions of the Condominium Documents and all amendments thereto.

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between The City of Wausau, Wisconsin, a Wisconsin municipal corporation ("Grantor," whether one or more), and Wausau Opportunity Zone, Inc., a Wisconsin non-profit corporation ("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Marathon County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See Addendum A, attached hereto and incorporated herein by reference.

Recording Area

Name and Return Address

Joseph M. Mella
Ruder Ware LLSC
500 N. 1st St. Suite 8000
Wausau, WI 54403

Parcel Identification Number (PIN)

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

Dated ______________________ .

City of Wausau, Wisconsin

______________________(SEAL)
*

______________________(SEAL)
*

Accepted by Wausau Opportunity Zone, Inc.

______________________(SEAL)
*

______________________(SEAL)
*

AUTHENTICATION

Signature(s) ______________________

authenticated on ______________________.

*

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

THIS INSTRUMENT DRAFTED BY:
Joseph M. Mella

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
______________ COUNTY)

Personally came before me on ______________,
the above-named ______________

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

*

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

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

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

 © 2003 STATE BAR OF WISCONSIN

* Type name below signatures.

Reset

ADDENDUM A

Unit 3 in Wausau Opportunity Condominium, created by a “Declaration of Condominium” recorded on ________________, in the office of the Register of Deeds for Marathon County, Wisconsin in Vol. __________________ of Records at Page __________, as Document No. ___________________, and by its Condominium Plat.

This conveyance is made subject to the terms, provisions, conditions, and restrictions contained in the Condominium Ownership Act for the State of Wisconsin, as well as in any of the “Condominium Documents” (consisting of the Declaration and Condominium Plat, the Bylaws, and Articles of Incorporation of the Condominium Association, any Rules or regulations adopted pursuant to the Declaration or Bylaws), and all amendments to those Condominium Documents.

This conveyance is made for purposes of and with the intent to carry out the initial designation of ownership of the units of Wausau Opportunity Condominium as set forth in the Declaration of Condominium for said condominium and is not intended to convey any interest of value.

Grantee, by acceptance of this Deed, agrees and binds Grantee and Grantee’s successors and assigns to all the terms, provisions, and conditions of the Condominium Documents and all amendments thereto.

To: Economic Development Committee

From: Randy Fifrick, Development Director

Date: December 6, 2022

Re: Update on Macndon Ventures, LLC Development Agreement for Athletic Park

---

In 2020, the City of Wausau entered into a Development Agreement and Athletic Park Use Agreement with Macndon Ventures, LLC and the Wausau Woodchucks. That agreement stipulates the City will create 150 new public parking spaces within a .125 mile radius of the Park by December 31, 2022. Due to unforeseen circumstances, the City will not be able to meet this requirement and has communicated that with Mark Macdonald of Macndon Ventures. The City worked with Mr. Macdonald last year to supply over 150 temporary spaces for Athletic Park events last season, and are planning to do the same this year in 2023.

To correct the missed timeline, City staff is working on an amendment to the previous agreements. The amendment will memorialize the temporary situation the City arranged last year as well as clarifying signage requirements.

Mr. Macdonald is also taking a proposal to the Parks & Recreation Committee on December 5th. He is proposing to install AstroTurf in the infield and infield foul territory sections of Athletic Park. Additionally, he has proposed bringing a Division 1 Collegiate Summer Softball team to Wausau (Woodchuck version of softball) in the summer of 2024.

This update is being provided to ensure that the Committee knows City Staff intend to work on an amendment and will be bringing that forward in early 2023. Depending on the outcome of the Parks & Recreation Committee meeting, the amendment may be more robust to include items in addition to parking.

Athletic Park Turf &
Collegiate Minor League Softball

Proposal: Woodchucks propose to install AstroTurf in the infield and infield foul territory sections of Athletic Park. Additionally, they propose to bring a Division Collegiate Summer Softball team to Wausau (Woodchuck version of Softball) in the summer of 2024.

Benefits.

1. Wausau will be one of few cities in Wisconsin, and the Midwest, to offer a Minor League women's sports team. Wausau will be unique in supporting professional Women's sports presenting an image as a progressive community.
2. Athletic Park may be utilized more.
    - Athletic Park will be able to support softball and baseball. The baseball field will accommodate beginner (45' mound & 60' foot bases), intermediate (54' x 75') and high school (60' x 90') baseball.
    - Astro Turf will allow Athletic Park to open earlier in the spring.
    - With Turf, Athletic Park will have the ability to schedule multiple games in a day with less wear and tear on the field.
    - Rain will cause fewer cancelations and shorter delays.
3. Potential cost savings. On a daily basis, less maintenance will be required. Longer term, the cost of replacing turf need to be considered.

Turf the infield at Athletic Park.

1. Astro Turf. Not Field Turf.
2. Temporary Mound and Temporary Fence.
3. Will include equipment to maintain field.
4. Approximate Cost $600,000. Project to start at the end of the 2023 Woodchuck season (mid-August 2023.

Bring a Division 1 Collegiate Summer Softball team to Wausau. A softball version of the Woodchucks.

1. June 1st, 2024 first game.
2. 40-game season (20 home/road games.) The season would start after Memorial Day and finish before August 15th.
3. Softball Team would play at Athletic Park when the Woodchucks are on the road.
4. Approximate Cost $500,000. $250,000 Franchise Fee and $250,000 of Start-up Costs.
5. Wausau would be one of the few cities in the United Sates to offer female Minor League sports.

A Second Use Agreement Needs to be Negotiated.

Development Agreement dated April 2020 needs to be updates.

11/28/22

Quarles & Brady LLP

411 East Wisconsin Avenue
Suite 2400
Milwaukee, Wisconsin 53202-4426
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
Tampa
Tucson
Washington, D.C.

Writer's Direct Dial: 414.277.5155
E-Mail: eric.vanschyndle@quarles.com

November 2, 2022

VIA UPS OVERNIGHT DELIVERY & EMAIL

Riverlife Condos, LLC
Attn: Mitch Viegut
517 Franklin Street
Wausau, WI 54403
mitch@viegut.com

RE: **NOTICE OF DEFAULT**

Dear Mr. Viegut:

This firm represents the City of Wausau ("Wausau"). As you know, Wausau entered into a certain Development Agreement dated as of October 30, 2020, which was subsequently amended on January 1, 2022 (the "First Amendment"), on April 5, 2022 (the "Second Amendment"), and on August 5, 2022 (the "Third Amendment") (collectively with all amendments the "Agreement") with Riverlife Condos, LLC ("Developer").

As you know, pursuant to the Third Amendment, the Closing Deadline in the Agreement was November 1, 2022. That is, the Developer was required to execute the sale and conveyance of the Property from Wausau to the Developer, and the Developer was to satisfy all closing conditions for the conveyance, by no later than November 1, 2022.

It is now November 2, 2022, and the Developer has failed to satisfy all closing conditions as required by the Agreement. These failures constitute Default under the Agreement pursuant to Section 6(a)(iii) of the Agreement (the "Default").

THIS IS NOTICE that pursuant to Section 6(a)(iii) of the Agreement that Developer has thirty (30) days to cure the Default. If the Default is not so cured, Wausau reserves all rights and remedies at law, in equity, and under the Agreement.

Very truly yours,

QUARLES & BRADY LLP

Electronically signed by Eric J. Van Schyndle

Eric J. Van Schyndle

cc: Weld Riley, S.C.
Attn: Sheldon Oppermann
500 Third Street, Suite 800
Wausau, WI 54403
soppermann@weldriley.com