

*****ATTACHMENTS*****

**MEMORANDUM OF ASSIGNMENT AND
ASSUMPTION OF INTEREST IN GROUND
LEASE**

Document Number

Document Name

This Memorandum of Assignment and Assumption of Interest in Ground Lease is made this 16th day of December, 2020, by and between Moeller Development Co. LLC, a Wisconsin limited liability company ("Assignor"), Grateful Properties, LLC, a Wisconsin limited liability company ("Assignee"), and the Redevelopment Authority of Sheboygan, Wisconsin ("Landlord").

Assignor, Assignee and Landlord state and agree as follows:

1. Landlord and Assignor executed and entered into a written Ground Lease dated August 21, 2007, as amended by Amendment to Ground Lease dated April 23, 2010, for certain real property located in Sheboygan, Wisconsin as described on **Exhibit A** attached hereto (the "Premises"), as evidenced by a Memorandum of Ground Lease dated December 16, 2020 and recorded on December ____, 2020 with the Sheboygan County Register of Deeds as Document No. _____ (the "Ground Lease").
2. Assignor and Assignee have executed and entered into a written Assignment and Assumption of Interest in Ground Lease dated December 16, 2020 ("Assignment") whereby Assignor has assigned to Assignee the Ground Lease.
3. Pursuant to the terms of the Ground Lease, Landlord has consented to the Assignment.
4. The Assignment fully sets forth the names and addresses of the parties and contains all of the terms, covenants, conditions and agreements to be performed by the parties.
5. This Memorandum is made and filed for the purpose of giving record notice of Assignee's rights and interest with respect to the Premises.

Recording Area

Name and Return Address
Attorney Ryan J. Zinkel
Rohde Dales LLP
909 N. 8th St., Ste. 100
Sheboygan, WI 53081

59281322033

Parcel Identification Number (PIN)

IN WITNESS WHEREOF, the parties have executed this Memorandum of Assignment and Assumption of Interest in Ground Lease as of the day and year first above written.

ASSIGNOR:
MOELLER DEVELOPMENT CO. LLC

ASSIGNEE:
GRATEFUL PROPERTIES, LLC

By: _____
Robert L. Moeller, Member

By: _____
Jason J. LaBouve, Member

LANDLORD:
REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN, WISCONSIN

By: _____
Roberta Filicky-Peneski, Chairperson

[Acknowledgments page follows]

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this ____ day of December, 2020, the above-named Robert L. Moeller, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*
Notary Public Sheboygan County, Wisconsin
My Commission is permanent/expires: _____)

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this ____ day of December, 2020, the above-named Jason J. LaBouve, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*
Notary Public Sheboygan County, Wisconsin
My Commission is permanent/expires: _____)

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this ____ day of June, 2012, the above-named Roberta Filicky-Peneski, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*
Notary Public Sheboygan County, Wisconsin
My Commission is permanent/expires: _____)

*Type name below signature

This instrument drafted by:
Ryan J. Zinkel
Rohde Dales LLP
909 N. 8th Street, Ste. 100
Sheboygan, WI 53081
(920) 458-5501

EXHIBIT A
LEGAL DESCRIPTION

The East 93 feet of the West 270 feet of Lot 5, South Pier, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Parcel Identification No.: 59281322033

OFFICE USE ONLY

CDBG PROGRAM YEAR _____

APPLICATION REC'D DATE _____

OFFICE USE ONLY

DATED APP'D BY RDA _____

DOLLAR AMT APP'D _____

**CITY OF SHEBOYGAN
APPLICATION FOR HISTORIC PRESERVATION GRANT PROGRAM
FAÇADE GRANT FOR RESEARCH WORK
Amended by RDA, August 6, 2014**

Completed application is to be filed with the Department of City Development, 828 Center Avenue, Suite 104, Sheboygan, WI 53081. Applications that are not complete or legible will not be accepted. Applications must be approved by the Redevelopment Authority before work may begin.

1. GENERAL INFORMATION

DATE OF APPLICATION SUBMITTAL: 12/04/2020

APPLICANT: Heather Cleveland PHONE: (920) 254-1360

NAME OF FIRM: Good Building Co. / Green Bicycle Co.

APPLICANT'S ADDRESS: 1117 N 8th Street, Sheboygan, WI 53081

ARCHITECT: Legacy Architecture PHONE: (920) 783-6303

ADDRESS: 603 Erie Ave, Sheboygan, WI 53081

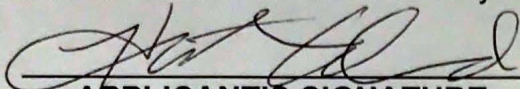
2. PROJECT INFORMATION (Costs must be verified with a written estimate for the research work from design professional)

PROJECT LOCATION: 1117 N 8th Street, Sheboygan, WI 53081

FAÇADE GRANT REQUEST \$ 5,000.00

3. CERTIFICATION

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.


APPLICANT'S SIGNATURE

12/04/2020
DATE

- Heather Cleveland
PRINT ABOVE NAME

4. NOTES

PURPOSE: To promote facade renovation of historic buildings, to conserve valuable architecture and to preserve the City's ethnic and cultural heritage as reflected in its historic structures.

ELIGIBILITY: The Redevelopment Authority (RDA) will give priority to projects completed along Michigan Ave (from N. 14th to N. 8th St), 8th Street (from Michigan to Indiana Ave) and Indiana Ave (from S. 8th to S. 14th). Projects located in other areas will be considered if funding is available and determined eligible by the RDA.

GRANT REQUIREMENTS: The research work/design must be prepared by a qualified historic preservation design professional and must reflect the original design, materials and character of the building including cost estimates for the proposed work. It must be approved by designated agencies.

CITY PARTICIPATION: The City will fund up to a maximum of \$5,000 and pay 100% of the cost of preliminary architectural and historical research, if deemed acceptable by the Redevelopment Authority (RDA). 75% of the façade grant for research work will be paid upon completion of the design. The remaining 25% of the façade grant for research work will be paid to the applicant upon completion of the construction project per the Architect's architectural and historical research. Funding will be provided on a first-come, first-served basis.

COMPLETION: Research work shall be completed within 6 months of authorization to proceed by the Redevelopment Authority. Work completed prior to approval will not be eligible for funding.

5. ACTION BY THE CITY OF SHEBOYGAN

DATE APPROVED BY REDEVELOPMENT AUTHORITY: _____



605 Erie Avenue, Suite 101
Sheboygan, Wisconsin 53081
(920) 783-6303
www.legacy-architecture.com

November 24, 2020

Heather Cleveland
2505 Erie Avenue
Sheboygan, WI 53081

Re: City of Sheboygan Historic Preservation Grant Program
Façade Grant for Research Work
1117 N 8th Street, Sheboygan, Wisconsin 53081

Dear Heather:

It was a pleasure talking to you regarding the above-mentioned building. We understand that you would like to rehabilitate the exterior of the building, including removing the existing paint, awning, and storefront and restoring the masonry and reconstructing the storefront. You are interested in utilizing the City of Sheboygan's Historic Preservation Grant Program Façade Grant for Research Work as part of an overall financing package and will prepare and submit the application to the city.

ARCHITECTURE & ENGINEERING SERVICES

Remodeling a commercial building such as this is a major undertaking. We can help guide you through the steps in this process including Schematic Design, Design Development, Construction Documents, Bidding & Negotiation, and Construction Contract Administration. Based on our discussion, we suggest a Scope of Work which includes Schematic Design only. Our Scope of Services for this Agreement shall include the following:

Schematic Design

- Visit the site to verify and photograph existing conditions and take field measurements via laser scan.
- Draft existing floor plans and elevations.
- Meet with you once to review owner-supplied data and define project requirements.
- Prepare conceptual design options.
- Meet with you once to review design options and arrive at the schematic design.
- Prepare color elevations including material notes and color selections.

Exclusions

In addition to the Scope of Services to be provided under this Agreement, certain other services may be necessary or advisable for the Project. The Client has decided to include such services from another source or to forgo those services until a later date. The following recommended services are therefore excluded from this Agreement:

- Additional work not specifically mentioned in the Scope of Services above
- ALTA Land Title, Existing Conditions, and Topographic Survey
- Civil, structural, fire protection, plumbing, mechanical, and electrical engineering services
- Landscape architecture and interior design services
- Design Development, Construction Documents, Bidding & Negotiation, and Construction Contract Administration phase services

In consideration of the risks to the Consultant as a result of the Client's decision to exclude these services from this Agreement, the Client hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) from any damages, liabilities or costs arising out of or in any way connected with the Consultant's not providing these Excluded Services. If any of these services are desired at a later date, they will be performed at our regular hourly rates.

FEES

We prefer to work on an hourly basis. Our 2020-2021 Schedule of Rates is as follows:

Principal Architect & Historic Preservation Consultant III	\$120/hour
Architectural Intern III	\$95/hour
Architectural Intern II & Historic Preservation Consultant II	\$80/hour
Architectural Intern I & Historic Preservation Consultant I	\$70/hour
Administrative Assistant	\$60/hour
Reimbursable Expenses	Cost + 10%

Based on our past experience, we estimate the fees for the above scope of services will be approximately \$5,000, of which the first 75% (\$3,750) will be billed directly to and paid by the City of Sheboygan, and the remaining 25% (\$1,250) will your responsibility. If you proceed with construction as designed, the city may reimburse your initial 25% (\$1,250) investment. Reimbursable expenses such as printing, mileage, and postage are in addition to these fees.

TERMS & CONDITIONS

Invoices shall be submitted by the Consultant monthly on the basis of work completed and are due on the 21st of each month and shall be considered past due if not paid by the end of the same month. If payment in full is not received by the Consultant within 30 calendar days, invoices shall bear interest at 1.5% or the maximum rate allowable by law, whichever is less, of the past due amount per month, which shall be calculated from the invoice date. Payment thereafter shall be first applied to accrued interest and then to the unpaid principal.

If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client or in the event legal action is necessary to enforce the payment terms of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, plus collection agency fees and expenses, collection bonds, reasonable attorney's fees, court costs, and other expenses incurred by the Consultant for such collection action and, in addition, the reasonable value of the Consultant's time and expenses spent for such collection action, computed according to the Consultant's prevailing fee schedule and expense policies. The obligation of the Client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

If the Client fails to make payments when due or otherwise is in material breach of the Agreement, the Consultant may suspend performance of service. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of the Agreement and shall be cause for termination of this Agreement by the Consultant. In the event of termination of this Agreement by either party, the Client shall within 30 calendar days

of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. In establishing fees for any additional services to be performed, the Consultant shall utilize the same fee schedule included herein. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the termination provision thereof.

If the Consultant for any reason is not allowed to complete all the services called for by this Agreement, the Consultant shall not be held responsible for the accuracy, completeness, or constructability of the construction documents prepared by the Consultant if used, reused, changed, or completed by the Client or by another party. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change, or completion by any other party of any construction documents prepared by the Consultant.

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

In the event the parties to this Agreement are unable to reach a settlement of a fee dispute involving an amount of less than \$10,000, arising out of this Agreement or related to the services under this Agreement, in accordance with the paragraph above, then such dispute may, with the consent of both parties, be settled by binding arbitration in accordance with the rules of the Construction Industry Arbitration Rules of the American Arbitration Association current as of the date of this Agreement then pertaining. The Client and the Consultant shall mutually agree over the choice of a qualified arbitrator with construction industry experience free of any conflicts of interest among the parties. The Client and the Consultant also agree that discovery and rules of evidence shall be in accordance with the code of civil procedure in the State of Wisconsin. The decision of the arbitrator may be excepted to, challenged, and appealed according to law.

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance or professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants or anyone for whom the Client is legally liable. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

The Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, employees, shareholders, owners and subconsultants shall not exceed \$50,000, or the Consultant's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

We appreciate the opportunity to provide this proposal and look forward to working with you. Please contact us if there are any questions or if you require further information.

Sincerely,

Legacy Architecture, Inc.

Jennifer L. Lehrke

Jennifer L. Lehrke, AIA, NCARB
Principal Architect, Interior Designer & Historic Preservation Consultant

ACCEPTANCE

Signing and dating of this letter and returning it to Legacy Architecture, Inc. will indicate your acceptance.

Signature

Date