

AGENDA
REDEVELOPMENT AUTHORITY FOR THE CITY OF SUPERIOR
SUPERIOR, WISCONSIN
Thursday, September 10, 2015
2:00 p.m. – Government Center Board Room 204

ROLL CALL

APPROVAL OF MINUTES August 20, 2015

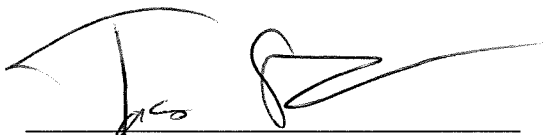
ELECTION OF CHAIR AND VICE-CHAIR FOR REDEVELOPMENT AUTHORITY FOR THE CITY OF SUPERIOR.

NEW BUSINESS

1. Public Hearings
 - a. Resolution of the Redevelopment Authority of the City of Superior, Wisconsin, Authorizing the Sale of Land to and Approving a Cooperation Agreement with the City of Superior, Wisconsin and Approving a Development Agreement with Hawks Boots, LLC and Epicurean Cutting Surfaces, LLC.
 - b. Resolution of the Redevelopment Authority of the City of Superior, Wisconsin, Authorizing the Sale of Land to and Approving a Development Agreement with PAC Investments LLC and Bachand Group Inc.

OTHER BUSINESS

ADJOURNMENT



Jason Serck,
Executive Director

Notice is hereby given that a majority of the members of the common council may be present at the meeting, and although this may constitute a quorum of the common council, the council will not take any action at this meeting.

In compliance with Wisconsin Open Meetings Law, this agenda was: Posted in Government Center, Mailed and Media Notified: September 3, 2015

REDEVELOPMENT AUTHORITY FOR THE CITY OF SUPERIOR
MEETING MINUTES
Thursday, August 20, 2015

The Redevelopment Authority for the City of Superior meeting was called to order by Executive Director Jason Serck at 2:15 p.m. in the Government Center Conference Room 204.

ROLL CALL

Members present: Mayor Bruce Hagen (by phone), Mike Herrick, Rod Campbell, Mike McCoshen

Members excused: Andy Lisak, Kevin Norbie, Brett Brodeen

Staff present: Jason Serck, Allison Johnson, Bob Toftey

Others present: Shelley Nelson, Mark Hubbard (by phone), Mark Pilon

There being a quorum present, the meeting was in order.

APPROVAL OF MINUTES

MOTION by Board Member Herrick, seconded by McCoshen, and carried, to approve the minutes of May 13, 2015.

NEW BUSINESS

1. Election of Chair and Vice-Chair for Redevelopment Authority for the City of Superior.

Serck stated that due to the absence of board members, there will be no action made for the Election of Chair and Vice-Chair for Redevelopment Authority for the City of Superior.

MOTION by Board Member Herrick, seconded by Campbell, and carried to table the Election of Chair and Vice-Chair for Redevelopment Authority for the City of Superior.

2. Resolution of the Redevelopment Authority of the City of Superior, Wisconsin, Approving a Cooperation Agreement with the City of Superior, Wisconsin and Approving a Development Agreement with Empire Block, LLC.

Serck mentioned that Mark Hubbard, with Empire Block, LLC is in the process of purchasing the Luyre Building at 1202-1208 Tower Avenue. The City is agreeing to contribute \$200,000 to the project which will allow Empire Block, LLC to pursue more grant and tax credit opportunities to fund the project.

Mark Hubbard described the project to the board members. The project has a \$4.3 million dollar budget that will have funding through historic restoration tax credits, the City's contribution, as well as other grants and tax credit sources. The most important thing to note is that they cannot apply or receive additional funding without the backing of the City. They plan to historically restore the three story building to include a

commercial store front facing Tower Avenue, and 14 market rate apartments on the upper two stories. The outside of the building will be restored to its original brick façade with sandstone features. Hubbard mentioned that they already have several commercial businesses interested in the space. The project fits in with the Comprehensive Plan for the City which includes creating mixed-use buildings in the downtown area. The project is expected to start Summer 2016 and be completed in Fall 2017.

MOTION by Board Member Herrick, seconded by Campbell, and carried to approve the Resolution of the Redevelopment Authority of the City of Superior, Wisconsin, Approving a Cooperation Agreement with the City of Superior, Wisconsin and Approving a Development Agreement with Empire Block, LLC.

OTHER BUSINESS

ADJOURNMENT

MOTION by Board Member McCoshen, seconded by Herrick, and carried, to adjourn the meeting. The meeting adjourned at 2:28 p.m.

Respectfully Submitted by:
Allison Johnson
Staff Assistant

**NOTICE OF PUBLIC HEARING
TO SELL REAL PROPERTY UNDER
WISCONSIN STATUTES, SECTION 66.1333**

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the Redevelopment Authority of the City of Superior, Wisconsin (the "Authority"), will conduct a public hearing on Thursday, September 10, 2015, at 2:00 p.m., or as soon thereafter as the matter can be considered, in Room 204 at the Government Center, 1316 North 14th Street, Superior, Wisconsin. The purpose for the public hearing to consider the sale of real property to Hawks Boots, LLC, a Wisconsin limited liability company (the "Hawks Boots"), in accordance with the terms of a development agreement to be entered into among the Authority, Hawks Boots and Epicurean Cutting Surfaces, LLC, a Delaware limited liability company ("Epicurean"), for the property legally described on Exhibit A attached hereto (the "Property").

Hawks Boots has purchased the former Woodline Manufacturing real property and building located on Connors Point and has expressed an interest in purchasing the Property to provide a larger site to accommodate Epicurean's cutting board business and related activities.

A draft copy of the development agreement is available for public inspection at the office of the City Clerk at the Government Center Building, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

All interested persons may express their views respecting the Authority's proposed determination. Following the public hearing, the Board of Commissioners of the Authority will consider whether the sale is advisable.

REDEVELOPMENT AUTHORITY OF THE
CITY OF SUPERIOR

By /s/ Jason Serck
Executive Director

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land within Lots Five (5) and Six (6) of the Plat of Conners Point, as recorded in the Office of the Douglas County Register of Deeds in Volume A of Plats, Page 236, City of Superior, Douglas County, Wisconsin. Said parcel is described as follows:

Commencing at the intersection of the Southwesterly extension of the line between Lots 6 and 7 of said Plat and the centerline of Main Street as platted, said point being marked by a 1 inch iron pin located within a cast iron monument box; thence on an assigned bearing of South 37 degrees 58 minutes 54 seconds East, along said centerline of Main Street for a distance of 110.00 feet to the point of intersection with the Southwesterly extension of a line parallel with and distant 110.00 feet Southeasterly of said line between Lots 6 and 7; thence North 52 degrees 01 minutes 06 seconds East, along said parallel line for a distance of 25.00 feet to the point of intersection with the Northeasterly right of way line of said Main Street; thence continue North 52 degrees 01 minutes 06 seconds East along said parallel line 531.39 feet, said point being the Point of Beginning of the parcel herein described; thence South 17 degrees 53 minutes 14 seconds East 370.00 feet; thence South 5 degrees 54 minutes 02 seconds West 115.00 feet; thence South 15 degrees 30 minutes 56 seconds East 130.30 feet to the point of intersection with the line between Lots 4 and 5; thence Northeasterly, along said line between Lots 4 and 5 to the shoreline of Superior Bay; thence Northwesterly, along the shoreline of Superior Bay to the intersection of said line between Lots 6 and 7; thence Southwesterly, along said line between Lots 6 and 7 to the point of beginning.

Said parcel contains 7915 sq. ft. or 0.2 acres more or less.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF SUPERIOR, WISCONSIN, AUTHORIZING THE SALE OF LAND TO AND APPROVING A COOPERATION AGREEMENT WITH THE CITY OF SUPERIOR, WISCONSIN AND APPROVING A DEVELOPMENT AGREEMENT WITH HAWKS BOOTS, LLC AND EPICUREAN CUTTING SURFACES, LLC

BE IT RESOLVED, by the Board of Commissioners of the Redevelopment Authority of the City of Superior (the "Authority"), as follows:

Section 1. Findings.

1.01 The Authority and the City of Superior, Wisconsin (the "City") have, pursuant to the authority granted in Wisconsin Statutes, Section 66.431 (now Section 66.1333), adopted a Project Area Plan (the "Redevelopment Plan") and designated the boundaries of a Project Area (the "Project Area") generally located on Connors Point within the City.

1.02 The City has designated the Authority as the agency to carry out business and industrial development within the City.

1.03 Hawks Boots, LLC, a Minnesota liability company ("Hawks Boots"), has purchased an existing manufacturing building located in the Project Area in the City and legally described in Exhibit A attached hereto and labeled the "Property;" and has expressed an interest in purchasing additional real property located in the Project Area and legally described in Exhibit A and labeled the "Additional Property".

1.04 The Authority, Hawks Boots and Epicurean Cutting Surfaces, LLC, a Delaware limited liability company ("Epicurean") desire to enter into a development agreement regarding the purchase of the Additional Property by Hawks Boots and Hawks Boots and Epicurean's renovation to such existing manufacturing building to accommodate the Epicurean's cutting board business and related activities (the "Project").

1.05 The terms and conditions of the sale of the Additional Property and the development of the Project are set forth in the Development Agreement proposed to be entered into among the Authority, Hawks Boots and Epicurean (the "Agreement"), the form of which is on file in the office of the Executive Director of the Authority.

1.06 A form of Cooperation Agreement between the City and the Authority relative to the development of the Property, the sale of the Additional Property and funds for the development grant described in the Agreement will be submitted to the Common Council and is now on file in the office of the City Clerk (the "Cooperation Agreement").

1.07 The Authority held a public hearing on September 10, 2015, on the proposed sale of the Property as required by Wis. Stat. § 66.1333(9).

1.08 The Authority placed an estimated fair market value on the Property in establishing the sale price.

1.09 The Authority hereby determines that the Project will promote and carryout the development obligations of the City and the Authority.

Section 2. Approval.

2.01 The Board hereby approves the sale and conveyance of the Property to Hawks Boots in accordance with the terms, conditions and restrictions set forth in the Agreement.

2.02 That the form of Cooperation Agreement, as presented to the Board, is approved. The Chair and the Executive Director of the Authority are authorized and directed in the name and on behalf of the Authority to execute the Cooperation Agreement, with such changes as do not materially change the substance thereof as the Chair and the Executive Director shall deem necessary and appropriate.

2.03 The form of Agreement, as presented to the Board, is approved. The Chair and the Executive Director of the Authority are authorized and directed in the name and on behalf of the Authority to execute the Agreement, with such changes as do not materially change the substance thereof as the Chair and the Executive Director shall deem necessary and appropriate.

2.04. The Board hereby authorizes and directs the Chair and Executive Director of the Authority to perform all actions and execute all instruments necessary to cause the sale and conveyance of the Property to Hawks Boots in accordance with the terms and conditions set forth in the Agreement.

Adopted: September 10, 2015.

Attest:

Chair

Executive Director

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____ and, upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following were absent:

whereupon, the resolution was declared duly passed and adopted and was approved and signed by the Chair, whose signature was attested by the Executive Director.

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EXHIBIT A
PROPERTY LEGAL DESCRIPTION

A parcel of land within Lots Five (5) and Six (6) of the Plat of Conners Point, as recorded in the Office of the Douglas County Register of Deeds in Volume A of Plats, Page 236, City of Superior, Douglas County, Wisconsin. Said parcel is described as follows:

Commencing at the intersection of the Southwesterly extension of the line between Lots 6 and 7 of said Plat and the centerline of Main Street as platted, said point being marked by a 1 inch iron pin located within a cast iron monument box; thence on an assigned bearing of South 37 degrees 58 minutes 54 seconds East, along said centerline of Main Street for a distance of 110.00 feet to the point of intersection with the Southwesterly extension of a line parallel with and distant 110.00 feet Southeasterly of said line between Lots 6 and 7; thence North 52 degrees 01 minutes 06 seconds East, along said parallel line for a distance of 25.00 feet to the point of intersection with the Northeasterly right of way line of said Main Street, said point being the Point of Beginning of the parcel herein described; thence continue North 52 degrees 01 minutes 06 seconds East along said parallel line 531.39 feet; thence South 17 degrees 53 minutes 14 seconds East 370.00 feet; thence S 5 degrees 54 minutes 02 seconds West 115.00 feet; thence South 15 degrees 30 minutes 56 seconds East 130.30 feet to the point of intersection with the line between Lots 4 and 5; thence South 52 degrees 01 minutes 06 seconds West 274.75 feet to the intersection with the said Northeasterly right of way line of Main Street; thence North 37 degrees 58 minutes 54 seconds West, along said Northeasterly right of way line for a distance of 550.80 feet to the Point of Beginning.

Said parcel contains 228,852 Square Feet or 5.25 Acres, more or less.

ADDITIONAL PROPERTY LEGAL DESCRIPTION

A parcel of land within Lots Five (5) and Six (6) of the Plat of Conners Point, as recorded in the Office of the Douglas County Register of Deeds in Volume A of Plats, Page 236, City of Superior, Douglas County, Wisconsin. Said parcel is described as follows:

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Said parcel contains 7915 sq. ft. or 0.2 acres more or less.

COOPERATION AGREEMENT

THIS AGREEMENT (this “Agreement”), is made as of September ____, 2015, by and between the CITY OF SUPERIOR, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the “City”) and the REDEVELOPMENT AUTHORITY OF THE CITY OF SUPERIOR, WISCONSIN, a Wisconsin body politic and municipal corporation (the “Authority”).

ARTICLE I DEFINITIONS

Section 1.1 Definitions.

“*Additional Property*” means the real property described as the “Additional Property” on Exhibit A attached hereto and made a part hereof.

“*City*” means the City of Superior, Wisconsin, a municipal corporation and political subdivision.

“*Company*” means Hawks Boots and Epicurean, or their successors or permitted assigns.

“*Development Agreement*” means the Development Agreement by and among the Authority, Hawks Boots and Epicurean, pursuant to which the Improvements will be undertaken.

“*Development Property*” means the Property and the Additional Property.

“*Epicurean*” means Epicurean Cutting Surfaces, LLC, a Delaware limited liability company, or its successors or permitted assigns.

“*Governing Body*” (i) when used with reference to the City, means the Common Council of the City, and (ii) when used with reference to the Authority, means the Commissioners of the Authority.

“*Hawks Boots*” means Hawks Boots, LLC, a Minnesota limited liability company, or its successors or permitted assigns.

“*Municipal Development*” means the development and redevelopment undertakings of the City and the Authority under this Agreement.

“*Municipal Development Costs*” means the costs incurred or to be incurred by the City and the Authority under this Agreement for the Municipal Development. A budget for the Municipal Development Costs with respect to the Development Project are set forth in Exhibit B hereto.

“*Project*” means the Company’s project as defined in Section 2.3.

“*Property*” means the real property described as the “Property” on Exhibit A, attached hereto and made a part hereof.

“*Redevelopment Act*” means Section 66.1333 of Wisconsin Statutes, as amended.

Section 1.2 Exhibits.

Exhibit A: Legal Descriptions of Development Property

Exhibit B: Budget for Municipal Development Costs

ARTICLE II RECITALS OF PUBLIC PURPOSE

Section 2.1 Project Area Objectives. The City and the Authority have for many years encouraged development and redevelopment within the City for commercial purposes, including on Connors Point. The Project Area lies within such an area, so that development and redevelopment occurring within such Project Area will be in furtherance of the City's public purpose objectives as set forth in a resolution adopted by the Common Council on July 15, 1997 and pursuant to the Redevelopment Act. The City and the Authority have identified the development and redevelopment of the Connors Point Project Area as a matter of mutual interest.

Section 2.2 Project Area Development. The City and the Authority hereby find and determine that development of the Connors Point Project Area is consistent with public purposes, plans and objectives respectively for encouraging low and moderate income housing development within the City.

Section 2.3 Development within Project Area. The Company is proposing to renovate the former Woodline Manufacturing building located on Development Property. The City and the Authority desire to work with the Company in assisting the Project on the Development Property. The Authority needs to acquire one parcel, the Additional Property, to assist in the Company's Project.

Section 2.4 Governing Body Authorities. The execution, delivery and performance of this Agreement by the City and the Authority have been authorized by the respective Governing Bodies of the City and the Authority.

ARTICLE III UNDERTAKING OF CITY

Section 3.1 City's Contribution. Acting pursuant to Section 13 of the Redevelopment Act, to provide general support and assistance to the Authority in carrying out the Project as provided in the Redevelopment Act and the Development Agreement, the City agrees to contribute to the Authority, for the uses and purposes set forth in this Agreement and the Development Agreement (i) funds from the Development Fund in the amount of \$100,000; and (ii) the Additional Property.

ARTICLE IV UNDERTAKING OF AUTHORITY

Section 4.1. Authority's Development. The Authority's obligation with respect to the Municipal Undertakings is limited by the extent of the funding available to the Authority from any funds contributed by the City.

Section 4.2. Acceptance by Authority. The Authority agrees to accept the contribution from the City as set forth in Section 3.1.

Section 4.3. Sale of Additional Property. The Authority may sell the Additional Property pursuant to the Development Agreement for uses consistent with this Agreement.

Section 4.4. Provisions of Funding. The funding for the Municipal Development Costs shall be provided by the City as provided in Section 3.1 and Article V.

ARTICLE V FUNDING

Section 5.1. Funding the Project. Pursuant to Section 13 of the Redevelopment Act, the City agrees to provide the funding for the Municipal Development Costs to carry out the Municipal Development for the Connors Point Project Area. The budget for the Municipal Development Costs and the anticipated source of funds are set forth on Exhibit B hereto. The City agrees to contribute such funds to the Authority at time and in the amount which will enable the Authority to meet its financial commitments for such project; provided however, the City shall not be obligated to provide funds in amounts greater than set forth on Exhibit B without approval by the City's Governing Body.

ARTICLE VI MISCELLANEOUS

Section 6.1. Assignment of Rights Under this Agreement. Neither party may assign its rights under this Agreement without the written consent of the other party.

Section 6.2. Nondiscrimination. Each party agrees that neither the Municipal Development nor any portion thereof shall be undertaken in a manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status, and that the Municipal Development shall be undertaken in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

Section 6.3. Approximations. It is understood and agreed by the parties that any dimensions, areas and volumes set forth herein or in the Exhibits hereto are preliminary and tentative. Before the legal descriptions of the various applicable parcels are finalized, each party reserves the right to make minor changes in such dimensions, areas and volumes to best accommodate and facilitate the purposes of this Agreement.

Section 6.4. No Personal Liability. Under no circumstances shall any officer, official, director, member or employee of the City or the Authority have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

Section 6.5. Force Majeure. No party shall be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement is delayed or prevented by civil disorders, wars, strikes, fires, floods, acts of god, or by any other cause not within the control of the party whose performance was interfered with, and which by the exercise of reasonable diligence, such party is unable to prevent, whether or not of the class of causes hereinabove enumerated, and the time for performance shall be extended by the period of delay occasioned by any such cause.

Section 6.6. Parties and Interests. This Agreement is made solely for the benefit of the parties hereto, and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof.

Section 6.7. Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first-class mail, postage prepaid, with proper address as indicated beneath the respective signatures to this Agreement. Any party may, by written notice to the other party, designate a change of address for the purposes aforesaid.

Section 6.8. Amendment. No modification, alteration or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

Section 6.9. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

Section 6.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

Section 6.11. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 6.12. Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

(remainder of page intentionally blank)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF SUPERIOR, WISCONSIN

By _____
Its Mayor

By _____
Its City Clerk

Address for Notices:

City of Superior
Attention: City Clerk
1316 N. 14th Street
Superior, Wisconsin 54880

REDEVELOPMENT AUTHORITY OF
THE CITY OF SUPERIOR, WISCONSIN

By _____
Its Chair

By _____
Its Executive Director

Address for Notices:

Redevelopment Authority of the City of Superior
Attention: Executive Director
1316 North 14th Street
Superior, Wisconsin 54880
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EXHIBIT A

PROPERTY LEGAL DESCRIPTION

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Said parcel contains 228,852 Square Feet or 5.25 Acres, more or less.

ADDITIONAL PROPERTY LEGAL DESCRIPTION

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Said parcel contains 7915 sq. ft. or 0.2 acres more or less.

EXHIBIT B

MUNICIPAL DEVELOPMENT COSTS; BUDGET

“Municipal Development Costs” means the Development Grant to the Company from the Authority, expected to be \$108,700, to be derived from \$100,000 from the City’s Development Fund and \$8,700 of Authority funds.

Draft: September 2, 2015

DEVELOPMENT AGREEMENT

AMONG

**REDEVELOPMENT AUTHORITY OF THE
CITY OF SUPERIOR, WISCONSIN**

AND

HAWKS BOOTS, LLC

AND

EPICUREAN CUTTING SURFACES, LLC

DATED AS OF SEPTEMBER 16, 2015

This document was drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.
700 Lonsdale Building
302 West Superior Street
Duluth, MN 55802
(218) 722-0861

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DEVELOPMENT AGREEMENT

This Agreement is made and entered into as of this 16th day of September, 2015, by and among the REDEVELOPMENT AUTHORITY OF THE CITY OF SUPERIOR, WISCONSIN (the "Authority"), HAWKS BOOTS, LLC, a Minnesota limited liability company ("Hawks Boots") and EPICUREAN CUTTING SURFACES, LLC, a Delaware limited liability company ("Epicurean") (Hawks Boots and Epicurean are collectively herein referred to as the "Company").

RECITALS:

WHEREAS, the Authority and the City of Superior, Wisconsin (the "City") have, pursuant to the authority granted in Wisconsin Statutes, Section 66.431 (now Section 66.1333), adopted a Project Area Plan (the "Redevelopment Plan") and designated the boundaries of a Project Area (the "Project Area") generally located on Connors Point within the City; and

WHEREAS, Hawks Boots, LLC has purchased an existing manufacturing building located in the Project Area in the City and legally described in **Exhibit A** attached hereto and labeled the "Property;" and has expressed an interest in purchasing additional real property located in the Project Area and legally described in **Exhibit A** and labeled the "Additional Property;" and

WHEREAS, the Authority and the Company desire to enter into this Agreement regarding the purchase of the Additional Property by Hawks Boots and the Company's renovation to an existing manufacturing building to accommodate the Epicurean's cutting board business and related activities.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the Parties contained herein, each of them represents, covenants, and agrees with the other as follows:

Section 1. Definitions; Exhibits; Rules of Interpretation.

1.01 Definitions.

"Additional Property" means the real property described as the "Additional Property" on **Exhibit A** attached hereto and made a part hereof.

"Agreement" means this Development Agreement by and between the Authority and the Company as the same may be from time to time amended.

"Authority" means the Redevelopment Authority of the City of Superior, Wisconsin.

"City" means the City of Superior, Wisconsin.

“Certificate of Completion” means the certification, in the form of the Certificate attached hereto as **Exhibit C**, provided to the Company upon satisfactory completion of the Improvements.

“Closing Date” means the date upon which the Authority and the Company close on the sale of the Additional Property as provided in Section 3.01 hereof, which shall be on September 16, 2015, or such other date mutually agreed to by the Parties.

“Company” means Hawks Boots and Epicurean, or their successors or permitted assigns under this Agreement. The Parties agree that the performance of any duty or responsibility to be undertaken by Hawks Boots, which is performed, undertaken or completed by Epicurean or vice versa shall constitute performance of the “Company” as such performance is required herein. The Authority may look to either or both Hawks Boots and/or Epicurean for performance of the Company’s covenants, obligations and agreements hereunder.

“Construction Plans” means the construction plans and specifications for all work to be performed by the Company to construct the Improvements on the Property pursuant to this Agreement.

“Deed” shall have the meaning set forth in Section 3.01 hereof.

“Epicurean” means Epicurean Cutting Surfaces, LLC, a Delaware limited liability company, or its successors or permitted assigns under this Agreement.

“Existing Building” means the former Woodline Manufacturing building located on the Property.

“Hawks Boots” means Hawks Boots, LLC, a Minnesota limited liability company, or its successors or permitted assigns under this Agreement.

“Improvements” means those improvements as described and specified in the Construction Plans, but generally described as the renovation to the Existing Building on the Property.

“Party” or “Parties” means one or all of the Authority, Epicurean or Hawks Boots.

“Project” means the Property, as improved by the Existing Building and the Improvements.

“Property” means the real property described as the “Property” on **Exhibit A**, attached hereto and made a part hereof.

“Schedule” means the schedule for the elements of the development contemplated by this Agreement as set forth in **Exhibit D**, attached hereto and made a part hereof.

“Sources and Uses Budget” means the Sources and Uses Budget in the form of **Exhibit E** attached thereto, as updated from time to time.

“Termination Date” means the later of (i) the date four years after the date of issuance of the Certificate of Completion, or (ii) the date that the Company has fully completed the requirements of Section 5.

“Transfer” shall have the meaning set forth in Section 6.02 hereof.

“Unavoidable Delays” means delays, outside the control of the Party claiming its occurrence, which are the direct result of strikes, other labor troubles, severe or prolonged bad weather, acts of God, fire or other casualty to the improvements being constructed, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local government which directly results in delays.

1.02 Exhibits. The following exhibits are attached to and by reference made a part of this Agreement:

Exhibit A	Legal Descriptions of Property and the Additional Property
Exhibit B	[Intentionally Omitted]
Exhibit C	Form of Certificate of Completion
Exhibit D	Schedule
Exhibit E	Sources and Uses Budget

1.03 Rules of Interpretation.

A. This Agreement and the other agreements executed by the Parties in connection with the Property shall be interpreted in accordance with and governed by the laws of the State of Wisconsin.

B. The words herein and hereof and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof.

C. References herein to a particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.

D. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provisions.

E. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement which can be given effect without the conflicting provisions, and to this end the provision of this Agreement are declared to be severable.

Section 2. Representations and Warranties.

2.01 Representations and Warranties by the Authority. The Authority represents and warrants that:

A. The Authority is a public body, corporate and politic, organized under the laws of the State of Wisconsin.

B. The Authority has the power to enter into this Agreement and carry out its obligations hereunder pursuant to the powers granted to it by the Wisconsin Constitution and State law.

2.02 Representations and Warranties by the Company. The Company represents and warrants that:

A. Epicurean is a limited liability company duly organized and in good standing under the laws of the State of Delaware, is not in violation of any provisions of its Articles of Organization, its Operating Agreement or the laws of the State of Delaware, is duly qualified to do business in the State of Wisconsin, has power to enter into this Agreement and to perform its obligations hereunder and has duly authorized the execution, delivery and performance of this Agreement by proper corporate action.

B. Hawks Boots is a limited liability company duly organized and in good standing under the laws of the State of Minnesota, is not in violation of any provisions of its Articles of Organization, its Operating Agreement or the laws of the State of Minnesota, has the power to enter into this Agreement and to perform its obligations hereunder and has duly authorized the execution, delivery, and performance of this Agreement by proper corporate action.

C. The Company will construct the Improvements upon the Property in accordance with the terms of this Agreement.

D. The Company will use its best efforts to obtain, in a timely manner, all required permits, licenses and approvals, and to meet, in a timely manner, all requirements of applicable local, state and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed.

E. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented or limited by, or in conflict with or will result in a breach of, the terms, conditions or provisions of any restriction of the Company, or any indebtedness, agreement or instrument of whatever nature to which the Company, is now a party or by which it is bound, or will constitute a default under any of the foregoing.

Section 3. Real Estate.

3.01 Conveyance. On the Closing Date, unless otherwise agreed by the Parties, the Authority shall convey title and possession of the Additional Property to Hawks Boots under a quit claim deed (the "Deed"). The Authority shall convey the Additional Property "as is" as of the Closing Date and the Authority and the City make no warranty as to the condition of the Additional Property or its suitability for the purposes of the Company (excepting therefrom any representations or warranties contained in Section 2 of this Agreement). The Company's use of the Additional Property shall be subject to all building and zoning laws and ordinances and all other local, state and federal laws and regulations.

3.02 Conditions Precedent. The Authority's obligation to convey the Additional Property to Hawks Boots shall be subject to satisfaction of the following conditions precedent:

- (i) The Company shall demonstrate, by way of a letter of commitment or other formal assurance, that it has received approval for all financing necessary (as outlined in the Sources and Uses Budget) to construct the Improvements; and
- (ii) The Company shall be in material compliance with all the terms and provisions of this Agreement.

The Company agrees that if, upon the Closing Date, the conditions precedent provided hereinabove are not satisfied, the Authority shall have no obligation under this Agreement to convey the Additional Property to Hawks Boots.

3.03 Purchase Price. On the Closing Date, the Company shall pay the Authority \$8,700 as the purchase price for the Authority's interest in the Additional Property; such amount being the fair market value of the Additional Property. Unless otherwise mutually agreed by the Authority and the Company, the closing shall be made at the Government Center, 1316 North 14th Street, Superior, Wisconsin. The Deed shall be promptly recorded. The Company shall pay all costs for recording the Deed.

3.04 Title. The Authority shall voluntarily take no actions to encumber title, or fail to take any necessary actions to prevent encumbrance of title, to the Additional Property before the time at which the Deed is delivered to Hawks Boots. If requested, the Authority shall assist Hawks Boots in obtaining a title insurance policy on the Additional Property at Hawks Boots' expense. Upon delivery of the Deed to Hawks Boots pursuant to this Section, all responsibilities and liabilities whatsoever with respect to title to the Additional Property shall from such date forward be the sole responsibility of the Company. At closing, subject to the Authority's review and approval, the Authority agrees to execute all documents required by a seller of real property under Wisconsin law or reasonably required by the Company's title insurer.

Section 4. Construction of Improvements; Development Grant.

4.01 Construction Plans. Prior to the Closing Date, the Company shall submit to the Authority the plans for the construction of the Improvements. Such plans include the following:

(a) site plans; (b) floor plans; and (c) elevations (the "Construction Plans"), and shall provide for the renovation to the Existing Building at a cost totaling approximately \$2,000,000. The Company agrees that it will construct the Improvements on the Property in substantial conformance with the Construction Plans. The Company agrees that the scope and scale of the Improvements to be constructed shall not be significantly less than the scope and scale of the Improvements as detailed and outlined in the Construction Plans.

4.02 Commencement and Completion of Construction. Subject to Unavoidable Delays, the Company shall commence construction of the Improvements on the Property: (a) by November 1, 2015; or (b) by such other date as the Parties shall mutually agree to in writing. Subject to Unavoidable Delays, the Company shall have substantially completed the construction of the Improvements prior to June 30, 2016. All work with respect to the Improvements to be constructed or provided by the Company on the Property shall be in substantial conformity with the Construction Plans.

The Company agrees for itself and every successor in interest to the Property, or any part thereof, that the Company, and such successors and assigns, shall promptly begin and diligently proceed to complete construction of the Improvements thereon, and that such construction shall in any event be commenced and completed within the period specified in this Section.

4.03 Certificate of Completion. Promptly after completion of the Improvements in accordance with the provisions of this Agreement, the Authority will furnish the Company with a Certificate of Completion, in substantially the form set forth in **Exhibit C** attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of the Company, and its successors and assigns, to construct the Improvements. The Authority reserves the right to issue the Certificate of Completion if the Improvements are completed, except for items which cannot be completed due to weather, and the Authority and the Company enter into an escrow agreement to assure full completion of the Improvements.

4.04 Development Grant. Upon the Authority issuing the Certificate of Completion, the Authority shall pay the Company the development grant in the amount of \$108,700.

Section 5. Job Creation. Within one year after the date of this Agreement and thereafter throughout the term of this Agreement, the Company shall have at least 45 full-time equivalent employees on the Property (the "Job Goal"). The Company shall, annually on January 10th of each year commencing January 1, 2017, evidence satisfaction of this requirement for the Company's prior calendar year by submitting to the Authority a written report in form reasonably satisfactory to the Authority showing that the Company has created and retained the jobs specified in this Section for the Job Goal. In the event the Company does not satisfy the Job Goal for four (4) calendar years by December 31, 2020, the Company shall repay the Grant provided under Section 4.04 to the Authority on January 10, 2021. For each calendar year that the Company attains the Job Goal through December 31, 2020, the Company shall be relieved of its obligation to repay the Grant in an amount equal to \$27,175.

Section 6. Insurance; Transfer; Indemnification.

6.01 Insurance.

A. The Company will provide and maintain, or cause to be maintained by its contractor, at all times during the process of construction of the Improvements through the Termination Date an "All Risk Broad Form Basis" insurance policy (upon which the Authority shall be listed as an additional insured) and from time to time during that period at the request of the Authority, furnish the Authority with proof of payment of premiums on policies covering the following:

(i) Builder's risk insurance, written on the so-called "Builder's Risk--Completed Value Basis," in an amount equal to 100% of the insurable value of the Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy; the interest of the Authority shall be protected in accordance with a clause in form and content satisfactory to the Authority; and

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Protective Liability Policy with limits against injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits an umbrella excess liability policy may be used).

B. All insurance required by this Section shall be taken out and maintained in responsible insurance companies selected by the Company which are authorized under the laws of the State of Wisconsin to assume the risks covered thereby. Upon request, the Company will deposit annually with the Authority copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Section, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Company and the Authority at least 10 days before the cancellation or modification becomes effective. In lieu of separate policies, the Company may maintain a single policy, blanket or umbrella policy, or a combination thereof, having the coverage required herein, in which event the Company shall deposit with the Authority a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Improvements.

C. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required hereby, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the Authority. All policies evidencing insurance required by this subparagraph with respect to the Improvements shall be carried in the names of the Company, the Authority and the holder of any Mortgage, as their respective interests may appear.

6.02 Prohibitions Against Transfer of Property and Assignment of Agreement. The Company represents and agrees that :

A. Except only by way of security for the purposes of obtaining financing necessary to enable the Company or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to making the Improvements under this Agreement, and any other purpose authorized by the Agreement, the Company (except as so authorized) has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Property or any part thereof or any interest therein, or any contract or agreement to do any of the same (collectively, a "Transfer"), to any person or entity, without the prior written approval of the Authority; provided that if the Company remains liable and bound by this Agreement, the Authority's approval is not required. Any such Transfer shall be subject to the provisions of this Agreement; provided, however, the Authority will, at the request of a first mortgage lender, subordinate the Company's obligation to obtain such consent under this Section 6.02A pursuant to a subordination agreement reasonably acceptable to the Authority and such lender. Further, the Authority will, at the request of Wisconsin Economic Development Corporation, subordinate the Company's obligation to obtain such consent under this Section 6.02A hereof, pursuant to a subordination agreement reasonably acceptable to the Authority and to Wisconsin Economic Development Corporation.

B. In the event the Company upon a Transfer seeks to be released from and seeks to assign its rights and obligations under this Agreement as to the portions of the Property that are transferred or assigned, the Authority shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such approval or release that:

(i) Any proposed transferee shall have the qualifications, in the reasonable judgment of the Authority, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Company. The criteria to be considered by the Authority in determining the qualifications for any proposed transferee shall be such transferee's ability to complete construction of the Improvements, to operate and maintain the Project, and maintain the jobs required in Section 5.

(ii) Any proposed transferee, by instrument in writing satisfactory to the Authority in form recordable among the land records, shall, for itself and its successors and assigns, expressly assume all of the obligations of the Company under this Agreement as to the portion of the Property subject to the Transfer and agree to be subject to all the conditions and restrictions to which the Company is subject as to such portion; unless the Company agrees to continue to fulfill those obligations, in which case the provisions of Section 6.02A. shall not apply.

(iii) There shall be submitted to the Authority for review and prior written approval all instruments and other legal documents involved in effecting the Transfer of any interest in this Agreement or the Property.

(iv) In the absence of a specific written agreement by the Authority to the contrary, no such Transfer or approval by the Authority thereof shall be deemed to relieve the Company or any other party bound in any way by this Agreement or

otherwise with respect to the construction of the Improvements or from any of its obligations with respect thereto.

C. In the event the foregoing conditions are satisfied, then the Company shall be released from its obligations under this Agreement as to the portion of the Property subject to the Transfer.

6.03 Release and Indemnification Covenants.

A. The Company releases from and covenants and agrees that the Authority and the City and their governing body members, officers, agents, including their independent contractors, consultants and legal counsel, servants and employees (hereinafter, for purposes of this Section, collectively the “indemnified parties”) shall not be liable for and agrees to indemnify and hold harmless the indemnified parties against (i) any loss or damage to property or any injury to or death of any person resulting from any defect in the Property, the Additional Property and/or the Improvements, and (ii) any loss, damage, liability or claim therefore concerning contaminated soil on the Property or the Additional Property.

B. Except for any willful misrepresentation or any willful or wanton misconduct of the indemnified parties, the Company agrees to protect and defend the indemnified parties now and forever and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Property, the Additional Property and/or the Improvements.

C. The indemnified parties shall not be liable for any damage or injury to the persons or property of the Company or its officers, agents, servants, or employees or any other person who may be about the Property, the Additional Property or the Improvements due to any act of negligence of any person; provided, that nothing contained herein shall be interpreted to alter the liability of the indemnified parties for any damage or injury to the persons or property of the Company or its officers, agents, servants, or employees or any other person who may be about the Property, the Additional Property or the Improvements caused by any willful act of the indemnified parties.

D. This Section shall survive the termination of this Agreement.

Section 7. Events of Default.

7.01 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

A. Failure by the Company to commence and complete construction of the Improvements pursuant to the terms, conditions and limitations of Section 4 hereof.

B. Failure by the Company to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement.

7.02 Remedies on Default. Whenever any Event of Default referred to in Section 7.01 hereof occurs, the Authority, as specified below, may take any one or more of the following actions after provision of thirty (30) days' written notice by the Authority to the Company of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days or if the Event of Default cannot be cured within thirty (30) days, the Company does not provide assurances to the Authority reasonably satisfactory to the Authority that the Event of Default will be cured as soon as reasonably possible:

A. The Authority may suspend its performance under the Agreement until it receives assurances from the Company, deemed adequate by the Authority, that the Company will cure its default and continue its performance under the Agreement.

B. The Authority may withhold the Certificate of Completion until the Event of Default is cured by the Company.

C. The Authority may take whatever action, including legal or administrative action, which may appear necessary or desirable to the Authority to enforce performance and observance of any obligations, agreements or covenants of the Company under this Agreement.

7.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

7.04 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by any Party and thereafter waived by any other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

7.05 Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the Authority shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it shall, on demand therefore, pay to the Authority the reasonable fees of such attorneys and such other expenses so incurred by the Authority; provided that if a lawsuit or other civil actions is instituted between the Parties, the Party which does not prevail shall pay to the prevailing Party the reasonable fees of attorneys and other expenses so incurred by the prevailing Party and if the Authority is not the prevailing Party in such a lawsuit or action the Authority shall have no claim under this Section.

Section 8. Additional Provisions.

8.01 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to the others shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

A. In the case of the Company, is addressed or delivered personally to:

Hawks Boots, LLC
Epicurean Cutting Surfaces, LLC
1325 N. 59th Avenue W.
Duluth, MN 55807
Attention: Dave Benson

With a copy to:

William Burns
Hanft Fride, P.A.
1000 U.S. Bank Place
130 West Superior Street
Duluth, MN 55802

B. In the case of the Authority, is addressed to or delivered personally to the:

Redevelopment Authority of the City of Superior
Government Center
1316 North 14th Street
Superior, Wisconsin 54880
Attention: Executive Director

or at such other addresses as either Party may, from time to time, designate in writing and forward to the other Party as provided in this Section.

8.02 Counterparts. This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

8.03 Amendments. Neither this Agreement, nor any other document to which the Company and the Authority are a party, relating to the development contemplated by this Agreement, may be effectively amended, changed, modified, altered or terminated, except upon the written agreement of the Authority and the Company.

8.04 Assignment. This Agreement may not be assigned by either Party without the consent of the other Party.

8.05 Termination of Agreement. This Agreement shall terminate on the earlier of the date of termination under Section 3.02 or the Termination Date.

IN WITNESS WHEREOF, the Authority has caused this Agreement to be duly executed in its name and behalf and its seal to be hereunto duly affixed and the Company has caused this Agreement to be executed in its name and behalf, on or as of the date first above written.

**REDEVELOPMENT AUTHORITY OF THE
CITY OF SUPERIOR, WISCONSIN**

By _____
Chair

By _____
Executive Director

HAWKS BOOTS, LLC

By _____
Its _____

EPICUREAN CUTTING SURFACES, LLC

By _____
Its _____

**EXHIBIT A
TO DEVELOPMENT AGREEMENT**

PROPERTY LEGAL DESCRIPTION

A parcel of land within Lots Five (5) and Six (6) of the Plat of Conners Point, as recorded in the Office of the Douglas County Register of Deeds in Volume A of Plats, Page 236, City of Superior, Douglas County, Wisconsin. Said parcel is described as follows:

Commencing at the intersection of the Southwesterly extension of the line between Lots 6 and 7 of said Plat and the centerline of Main Street as platted, said point being marked by a 1 inch iron pin located within a cast iron monument box; thence on an assigned bearing of South 37 degrees 58 minutes 54 seconds East, along said centerline of Main Street for a distance of 110.00 feet to the point of intersection with the Southwesterly extension of a line parallel with and distant 110.00 feet Southeasterly of said line between Lots 6 and 7; thence North 52 degrees 01 minutes 06 seconds East, along said parallel line for a distance of 25.00 feet to the point of intersection with the Northeasterly right of way line of said Main Street, said point being the Point of Beginning of the parcel herein described; thence continue North 52 degrees 01 minutes 06 seconds East along said parallel line 531.39 feet; thence South 17 degrees 53 minutes 14 seconds East 370.00 feet; thence S 5 degrees 54 minutes 02 seconds West 115.00 feet; thence South 15 degrees 30 minutes 56 seconds East 130.30 feet to the point of intersection with the line between Lots 4 and 5; thence South 52 degrees 01 minutes 06 seconds West 274.75 feet to the intersection with the said Northeasterly right of way line of Main Street; thence North 37 degrees 58 minutes 54 seconds West, along said Northeasterly right of way line for a distance of 550.80 feet to the Point of Beginning.

Said parcel contains 228,852 Square Feet or 5.25 Acres, more or less.

ADDITIONAL PROPERTY LEGAL DESCRIPTION

A parcel of land within Lots Five (5) and Six (6) of the Plat of Conners Point, as recorded in the Office of the Douglas County Register of Deeds in Volume A of Plats, Page 236, City of Superior, Douglas County, Wisconsin. Said parcel is described as follows:

Commencing at the intersection of the Southwesterly extension of the line between Lots 6 and 7 of said Plat and the centerline of Main Street as platted, said point being marked by a 1 inch iron pin located within a cast iron monument box; thence on an assigned bearing of South 37 degrees 58 minutes 54 seconds East, along said centerline of Main Street for a distance of 110.00 feet to the point of intersection with the Southwesterly extension of a line parallel with and distant 110.00 feet Southeasterly of said line between Lots 6 and 7; thence North 52 degrees 01 minutes 06 seconds East, along said parallel line for a distance of 25.00 feet to the point of intersection with the Northeasterly right of way line of said Main Street; thence continue North 52 degrees 01 minutes 06 seconds East along said parallel line 531.39 feet, said point being the Point of Beginning of the parcel herein described; thence South 17 degrees 53 minutes 14 seconds East 370.00 feet; thence South 5 degrees 54 minutes 02 seconds West 115.00 feet; thence South 15 degrees 30 minutes 56 seconds East 130.30 feet to the point of intersection with the line between Lots 4 and 5; thence Northeasterly, along said line between Lots 4 and 5 to the shoreline of Superior Bay; thence Northwesterly, along the shoreline of Superior Bay to the intersection of said line between Lots 6 and 7; thence Southwesterly, along said line between Lots 6 and 7 to the point of beginning.

Said parcel contains 7915 sq. ft. or 0.2 acres more or less.

**EXHIBIT B
TO DEVELOPMENT AGREEMENT**

[Intentionally Omitted]

EXHIBIT C
TO DEVELOPMENT AGREEMENT
FORM CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, by a Development Agreement (the "Agreement") dated as of September 16, 2015, entered into by and between the Redevelopment Authority of the City of Superior, Wisconsin (the "Authority"), Hawks Boots, LLC ("Hawks Boots") and Epicurean Cutting Surfaces, LLC ("Epicurean") (Hawks Boots and Epicurean are collectively herein referred to as the "Company"), the Company has developed the real property (the "Property") described on the attached **Exhibit A**, by construction or causing to be constructed, the Improvements thereon according to the terms and conditions of the Agreement;

WHEREAS, pursuant to the Agreement, promptly after completion of all work of construction to be completed by the Company upon the Property, the Authority shall furnish the Company with a Certificate of Completion upon written request therefore by the Company;

WHEREAS, the issuance by the Authority of the Certificate of Completion shall be conclusive evidence that the Company has complied with the terms of the Agreement pertaining to construction of the Improvements on the Property;

WHEREAS, the Company has requested that the Authority furnish the Company with the Certificate of Completion; and

WHEREAS, the Authority has conclusively determined that the work of construction of the Improvements on the Property, as required by the Agreement has been satisfactorily completed.

NOW, THEREFORE, be it resolved:

1. As provided in the Agreement, the Authority does hereby certify that construction of the Improvements on the Property have been fully and satisfactorily performed and completed, and that such construction work is in full compliance with the terms, provisions and conditions established in the Agreement.

2. The Agreement is therefore of no further force and effect, and all rights, duties, obligations, and liabilities of the Authority and the Company thereunder regarding initial construction of the Improvements shall cease to exist. Any continuing and existing rights, duties, obligations and liabilities provided in the Agreement, if any, shall continue to remain in force and effect.

3. This Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Company to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the work of construction and development of the Improvements on the Property, or any part thereof. This Certificate of Completion is not a notice of completion as referenced in Wisconsin Statutes.

IN WITNESS WHEREOF, the Authority has executed this Certificate of Completion as of this _____ day of _____, 201__.

**REDEVELOPMENT AUTHORITY OF THE
CITY OF SUPERIOR, WISCONSIN**

By _____
Chair

By _____
Executive Director

ACCEPTED BY:

HAWKS BOOTS, LLC

By _____
Its _____

EPICUREAN CUTTING SURFACES, LLC

By _____
Its _____

**EXHIBIT A
TO CERTIFICATE OF COMPLETION**

PROPERTY LEGAL DESCRIPTION

A parcel of land within Lots Five (5) and Six (6) of the Plat of Conners Point, as recorded in the Office of the Douglas County Register of Deeds in Volume A of Plats, Page 236, City of Superior, Douglas County, Wisconsin. Said parcel is described as follows:

Commencing at the intersection of the Southwesterly extension of the line between Lots 6 and 7 of said Plat and the centerline of Main Street as platted, said point being marked by a 1 inch iron pin located within a cast iron monument box; thence on an assigned bearing of South 37 degrees 58 minutes 54 seconds East, along said centerline of Main Street for a distance of 110.00 feet to the point of intersection with the Southwesterly extension of a line parallel with and distant 110.00 feet Southeasterly of said line between Lots 6 and 7; thence North 52 degrees 01 minutes 06 seconds East, along said parallel line for a distance of 25.00 feet to the point of intersection with the Northeasterly right of way line of said Main Street, said point being the Point of Beginning of the parcel herein described; thence continue North 52 degrees 01 minutes 06 seconds East along said parallel line 531.39 feet; thence South 17 degrees 53 minutes 14 seconds East 370.00 feet; thence S 5 degrees 54 minutes 02 seconds West 115.00 feet; thence South 15 degrees 30 minutes 56 seconds East 130.30 feet to the point of intersection with the line between Lots 4 and 5; thence South 52 degrees 01 minutes 06 seconds West 274.75 feet to the intersection with the said Northeasterly right of way line of Main Street; thence North 37 degrees 58 minutes 54 seconds West, along said Northeasterly right of way line for a distance of 550.80 feet to the Point of Beginning.

Said parcel contains 228,852 Square Feet or 5.25 Acres, more or less.

**EXHIBIT D
TO DEVELOPMENT AGREEMENT
SCHEDULE**

Activity Required	Completion Date
Closing Date	September 16, 2015
Construction, Contractor Selected and Plans Finalized	September 10, 2015
Permit Application	September 15, 2015
Construction Period	October 1, 2015 to June 30, 2016
Execute Certificate of Completion	October 30, 2016

EXHIBIT E
TO DEVELOPMENT AGREEMENT
SOURCES AND USES BUDGET

SOURCES OF FUNDS	
WEDC	\$512,000
Republic Bank	\$1,338,000
Redevelopment Authority	\$108,700
Superior Development Association	\$100,000
TOTAL SOURCES OF FUNDS	\$2,050,000

USES OF FUNDS	
Building Renovation	\$2,050,000
Land Purchase	\$8,700
TOTAL USES OF FUNDS	\$2,058,700

**NOTICE OF PUBLIC HEARING
TO SELL REAL PROPERTY UNDER
WISCONSIN STATUTES, SECTION 66.1333**

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the Redevelopment Authority of the City of Superior, Wisconsin (the "Authority"), will conduct a public hearing on Thursday, September 10, 2015, at 2:00 p.m., or as soon thereafter as the matter can be considered, in Room 204 at the Government Center, 1316 North 14th Street, Superior, Wisconsin. The purpose for the public hearing to consider the sale of real property to PAC Investments LLC, a Wisconsin limited liability company (the "Developer"), in accordance with the terms of a development agreement to be entered into among the Authority, the Developer and Bachand Group Inc., a Wisconsin corporation (the "Bachand Group"), for the property legally described as Subdivided Lot A, Lots 15 through 24, inclusive, Block 67, West Superior 1st Division, Douglas County, Wisconsin (the "Property")

The Developer proposes to acquire the Property for the development of a 6,000 to 8,000 square foot office building with approximately 25 real estate offices and with parking area to be owned by the Developer and leased to the Bachand Group or other related Bachand Group owned companies.

A draft copy of the development agreement is available for public inspection at the office of the City Clerk at the Government Center Building, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

All interested persons may express their views respecting the Authority's proposed determination. Following the public hearing, the Board of Commissioners of the Authority will consider whether the sale is advisable.

REDEVELOPMENT AUTHORITY OF THE
CITY OF SUPERIOR

By /s/ Jason Serck
Executive Director

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF SUPERIOR, WISCONSIN, AUTHORIZING THE SALE OF LAND TO AND APPROVING A DEVELOPMENT AGREEMENT WITH PAC INVESTMENTS LLC AND BACHAND GROUP INC.

BE IT RESOLVED, by the Board of Commissioners of the Redevelopment Authority of the City of Superior (the "Authority"), as follows:

Section 1. Findings.

1.01 The City of Superior, Wisconsin (the "City") has for many years encouraged and furthered redevelopment and utilization of its vacant property within the City for business, recreation and other purposes, particularly property located in the North End of the City.

1.02 The City has designated the Authority as the agency to carry out business and industrial development within the City.

1.03 Representatives of the Authority have been negotiating with PAC Investments LLC, a Wisconsin limited liability company ("PAC") and Bachand Group Inc., a Wisconsin corporation ("Bachand"), regarding the purchase of real property by PAC located within the City and has requested that the Authority sell the real property described in Exhibit A hereto (the "Property") to PAC in connection with the development of a 6,000 to 8,000 square foot office building with approximately 25 real estate offices and with parking area (the "Project") to be owned by PAC and leased to Bachand or other related Bachand owned companies.

1.04 The terms and conditions of the sale of the Property and the development of the Project are set forth in the Development Agreement proposed to be entered into among the Authority, PAC and Bachand (the "Agreement"), the form of which is on file in the office of the Executive Director of the Authority.

1.05 The Authority held a public hearing on September 10, 2015, on the proposed sale of the Property as required by Wis. Stat. § 66.1333(9).

1.06 The Authority placed an estimated fair market value on the Property in establishing the sale price.

1.07 The Authority hereby determines that the Project will promote and carryout the development obligations of the City and the Authority.

Section 2. Approval.

2.01 The Board hereby approves the sale and conveyance of the Property to PAC in accordance with the terms, conditions and restrictions set forth in the Agreement.

2.02 The form of Agreement, as presented to the Board, is approved. The Chair and the Executive Director of the Authority are authorized and directed in the name and on behalf of the Authority to execute the Agreement, with such changes as do not materially change the substance thereof as the Chair and the Executive Director shall deem necessary and appropriate.

2.03. The Board hereby authorizes and directs the Chair and Executive Director of the Authority to perform all actions and execute all instruments necessary to cause the sale and conveyance of the Property to PAC in accordance with the terms and conditions set forth in the Agreement.

Adopted: September 10, 2015.

Attest:

Chair

Executive Director

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____ and, upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following were absent:

whereupon, the resolution was declared duly passed and adopted and was approved and signed by the Chair, whose signature was attested by the Executive Director.

EXHIBIT A

Subdivided Lot A, Lots 15 through 24, inclusive, Block 67, West Superior 1st
Division, Douglas County, Wisconsin.

Tax Parcel Codes: 04-804-00593-00 and 04-804-00589-00

Draft 8/20/15

DEVELOPMENT AGREEMENT

BY AND AMONG

**REDEVELOPMENT AUTHORITY OF THE
CITY OF SUPERIOR, WISCONSIN**

AND

PAC INVESTMENTS LLC

AND

BACHAND GROUP INC.

DATED AS OF _____, 2015

This document was drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.
700 Lonsdale Building
302 West Superior Street
Duluth, MN 55802
(218) 722-0861

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DEVELOPMENT AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 2015, by and among the REDEVELOPMENT AUTHORITY OF THE CITY OF SUPERIOR, WISCONSIN (the "Authority"), PAC INVESTMENTS LLC, a Wisconsin limited liability company ("Developer") and BACHAND GROUP INC., a Wisconsin corporation (the "Bachand Group"). (The Developer and the Bachand Group are collectively referred to as the "Company").

RECITALS:

WHEREAS, the City of Superior, Wisconsin (the "City") has encouraged and furthered redevelopment and utilization of its vacant property within the City for business, recreation and other purposes, particularly property located in the North End of the City; and

WHEREAS, the Company has expressed an interest in purchasing real property located on North 8th Street and Tower Avenue in Superior, Wisconsin and legally described in **Exhibit A**, attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Authority and the Company desire to enter into this Agreement regarding the purchase of the Property by the Developer and the Developer's development of the Property with a 6,000 to 8,000 square foot office building with approximately 25 real estate offices and with parking area to be owned by the Developer and leased to the Bachand Group or other related Bachand Group owned companies.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the Parties contained herein, each of them represents, covenants, and agrees with the other as follows:

Section 1. Definitions; Exhibits; Rules of Interpretation.

1.01 Definitions.

"Agreement" means this Development Agreement by and between the Authority and the Company as the same may be from time to time amended.

"Authority" means the Redevelopment Authority of the City of Superior, Wisconsin.

"Bachand Group" means Bachand Group Inc., a Wisconsin corporation, or its successors or permitted assigns under this Agreement.

"City" means the City of Superior, Wisconsin.

"Certificate of Completion" means the certification, in the form of the Certificate attached hereto as **Exhibit B**, provided to the Company upon satisfactory completion of the Improvements.

“Closing Date” means the date upon which the Authority and the Company close on the sale of the Property as provided in Section 3.01 hereof, which shall be on April 15, 2016, or such other date mutually agreed to by the Parties.

“Company” means, collectively, the Developer and the Bachand Group Inc.

“Construction Plans” means the construction plans and specifications for all work to be performed by the Company to construct the Improvements on the Property pursuant to this Agreement.

“Deed” shall have the meaning set forth in Section 3.01 hereof.

“Developer” means PAC Investments LLC, a Wisconsin limited liability company, or its successors or permitted assigns under this Agreement.

“Improvements” means those improvements as described and specified in the Construction Plans, but generally described as the construction of a 6,000 to 8,000 square foot office building with approximately 25 real estate offices and with parking area to be constructed by the Company on the Property.

“Party” or “Parties” means one or both of the Authority or the Company.

“Project” means the Property as improved by the Improvements, including the Site Improvements.

“Property” means the real property described in **Exhibit A**, attached hereto and made a part hereof.

“Schedule” means the schedule for the elements of the development contemplated by this Agreement as set forth in **Exhibit C**, attached hereto and made a part hereof.

“Site Improvements” means the Site Improvements to be undertaken by the Company on the Property for site preparation, as set forth in the Construction Plans and described in Section 4.04 hereof.

“Sources and Uses Budget” means the Sources and Uses Budget in the form of **Exhibit D** attached thereto, as updated from time to time.

“Termination Date” means the date of issuance of the Certificate of Completion.

“Transfer” shall have the meaning set forth in Section 5.02 hereof.

“Unavoidable Delays” means delays, outside the control of the Party claiming its occurrence, which are the direct result of strikes, other labor troubles, severe or prolonged bad weather, acts of God, fire or other casualty to the improvements being constructed, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local government which directly results in delays.

1.02 Exhibits. The following exhibits are attached to and by reference made a part of this Agreement:

Exhibit A	Legal Description of Property
Exhibit B	Form of Certificate of Completion
Exhibit C	Schedule
Exhibit D	Approximate Sources and Uses Budget

1.03 Rules of Interpretation.

A. This Agreement and the other agreements executed by the Parties in connection with the Property shall be interpreted in accordance with and governed by the laws of the State of Wisconsin.

B. The words herein and hereof and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof.

C. References herein to a particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.

D. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provisions.

E. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement which can be given effect without the conflicting provisions, and to this end the provision of this Agreement are declared to be severable.

Section 2. Representations and Warranties.

2.01 Representations and Warranties by the Authority. The Authority represents and warrants that:

A. The Authority is a public body, corporate and politic, organized under the laws of the state of Wisconsin.

B. The Authority has the power to enter into this Agreement and carry out its obligations hereunder pursuant to the powers granted to it by the Wisconsin Constitution and State law.

2.02 Representations and Warranties by the Company. The Company represents and warrants that:

A. The Developer is a limited liability company duly organized and in good standing under the laws of the State of Wisconsin, is not in violation of any provisions of its Articles of Organization, its Operating Agreement or the laws of the State of Wisconsin, has power to enter into this Agreement and to perform its obligations hereunder and has duly authorized the execution, delivery, and performance of this Agreement by proper corporate action.

B. The Bachand Group is a corporation duly organized and in good standing under the laws of the State of Wisconsin, is not in violation of any provisions of its Articles of Incorporation, its Bylaws or the laws of the State of Wisconsin, is duly qualified to do business in the State of Wisconsin, has power to enter into this Agreement and to perform its obligations hereunder and has duly authorized the execution, delivery and performance of this Agreement by proper corporate action.

C. Upon conveyance of the Property to the Developer by the Authority, the Developer will construct the Improvements upon the Property in accordance with the terms of this Agreement.

D. The Developer will use its best efforts to obtain, in a timely manner, all required permits, licenses and approvals, and to meet, in a timely manner, all requirements of applicable local, state and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed.

E. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented or limited by, or in conflict with or will result in a breach of, the terms, conditions or provisions of any restriction of the Company, or any indebtedness, agreement or instrument of whatever nature to which the Company, is now a party or by which it is bound, or will constitute a default under any of the foregoing.

Section 3. Real Estate.

3.01 Conveyance. On the Closing Date, unless otherwise agreed by the Parties, the Authority shall convey title and possession of the Property to the Developer under a quit claim deed (the "Deed"). The conveyance of the Property and the Company's use of the Property shall be subject to all of the conditions, covenants, restrictions and limitations imposed by this Agreement. The Authority shall convey the Property "as is" as of the Closing Date and the Authority and the City make no warranty as to the condition of the Property or its suitability for

the purposes of the Company (excepting therefrom any representations or warranties contained in Section 2 of this Agreement). The Company's use of the Property shall be subject to the covenants and restrictions contained herein and to building and zoning laws and ordinances and all other local, state and federal laws and regulations. The Authority will provide the existing documents in its possession which consists of a Phase I Environmental Site Assessment, Phase I reports, soil reports or any other pertinent information in its possession. The Company shall, at its expense, obtain all other documents it requires.

3.02 Conditions Precedent. The Authority's obligation to convey the Property to the Company shall be subject to satisfaction of the following conditions precedent:

(i) The Company shall have submitted its Construction Plans for the Improvements to the Authority and the Authority shall have approved such Construction Plans pursuant to Section 4.01 hereof;

(ii) The Company shall demonstrate, by way of a letter of commitment or other formal assurance, that it has received approval for all financing necessary (as outlined in the Sources and Uses Budget) to construct the Improvements; and

(iii) The Company shall be in material compliance with all the terms and provisions of this Agreement.

The Company agrees that if the conditions precedent provided hereinabove are not satisfied by April 15, 2016, the Authority shall have no obligation under this Agreement to convey the Property to the Company.

3.03 Purchase Price. On the Closing Date, the Company shall pay the Authority \$52,500 as the purchase price for the Authority's interest in the Property; such amount being the fair market value of the Property. Unless otherwise mutually agreed by the Authority and the Company, the closing shall be made at the Government Center, 1316 North 14th Street, Superior, Wisconsin. The Deed shall be promptly recorded. The Company shall pay all costs for recording the Deed.

3.04 Title. The Authority shall voluntarily take no actions to encumber title, or fail to take any necessary actions to prevent encumbrance of title, to the Property before the time at which the Deed is delivered to the Company. If requested, the Authority shall assist the Company in obtaining a title insurance policy on the Property at the Company's expense. Upon delivery of the Deed to the Company pursuant to this Section, all responsibilities and liabilities whatsoever with respect to title to the Property shall from such date forward be the sole responsibility of the Company. At closing, subject to the Authority's review and approval, the Authority agrees to execute all documents required by a seller of real property under Wisconsin law or reasonably required by the Company's title insurer.

Section 4. Construction of Improvements, Site Improvements; Payment of Grant.

4.01 Construction Plans. Prior to the Closing Date, as shown in the attached Schedule, the Company shall submit to the Authority the plans for the construction of the Improvements. Such plans shall include the following: (a) site plans; (b) floor plans; and (c) elevations (the "Construction Plans") and shall provide for a 6,000 to 8,000 square foot office building with approximately 25 real estate offices and with a parking area to be located on the Property. The Company agrees that it will construct the Improvements on the Property in substantial conformance with the Construction Plans. The Company agrees that the scope and scale of the Improvements to be constructed shall not be significantly less than the scope and scale of the Improvements as detailed and outlined in the Construction Plans.

4.02 Commencement and Completion of Construction. Subject to Unavoidable Delays, the Company shall commence construction of the Improvements on the Property: (a) by May 1, 2016; or (b) by such other date as the Parties shall mutually agree to in writing. Subject to Unavoidable Delays, the Company shall have substantially completed the construction of the Improvements prior to December 31, 2016. All work with respect to the Improvements to be constructed or provided by the Company on the Property shall be in substantial conformity with the Construction Plans.

The Company agrees for itself and every successor in interest to the Property, or any part thereof, that the Company, and such successors and assigns, shall promptly begin and diligently proceed to complete construction of the Improvements thereon, and that such construction shall in any event be commenced and completed within the period specified in this Section.

4.03 Certificate of Completion. Promptly after completion of the Improvements in accordance with the provisions of this Agreement, the Authority will furnish the Company with a Certificate of Completion, in substantially the form set forth in **Exhibit B** attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of the Company, and its successors and assigns, to construct the Improvements. The Authority reserves the right to issue the Certificate of Completion if the Improvements are completed, except for items which cannot be completed due to weather, and the Authority and the Company enter into an escrow agreement to assure full completion of the Improvements.

4.04 Site Improvements.

A. The Company shall undertake construction of the Site Improvements. The Site Improvements shall consist of soil correction and site preparations, including excavation and filling, foundations and the parking area, and engineering plans, soil tests and related costs in preparing for such work. The cost of the Site Improvements in an amount not to exceed \$26,250 shall be paid by the Authority to the Developer at the time and upon receipt of the documents required hereunder and in Section 4.05 hereof. The Company shall pay any Site Improvement

costs in excess of such amount. The Company shall provide the Authority with copies of the paid invoices evidencing the Company's actual expenditures in undertaking the Site Improvements.

B. Upon expenditures of the amount described in Section 4.04A. above, the Authority's obligation and responsibilities with respect to the Site Improvements shall terminate. The Authority shall have no liability to the Company or a third party resulting from any defect in the construction of the Site Improvements or the completion of the Site Improvements if the amount described in Section 4.04A. above is insufficient therefore. The Company shall maintain the Site Improvements after completion of construction. The Company agrees to indemnify, defend, and hold harmless the Authority, its officers, employees, and agent, from any and all claims or causes of action resulting from any alleged defect in the design or construction of the Site Improvements.

4.05 Payment for Site Improvements. Upon the Company providing the copies of the paid invoices required in Section 4.04A., and upon the Authority's issuing the Certificate of Completion, the Authority shall pay the Developer for expenses incurred for the Site Improvements in the maximum aggregate amount of \$26,250.

Section 5. Insurance; Transfer; Indemnification.

5.01 Insurance.

A. The Company will provide and maintain, or cause to be maintained by its contractor, at all times during the process of construction of the Improvements through the Termination Date an "All Risk Broad Form Basis" insurance policy (upon which the Authority shall be listed as an additional insured) and from time to time during that period at the request of the Authority, furnish the Authority with proof of payment of premiums on policies covering the following:

(i) Builder's risk insurance, written on the so-called "Builder's Risk--Completed Value Basis," in an amount equal to 100% of the insurable value of the Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy; the interest of the Authority shall be protected in accordance with a clause in form and content satisfactory to the Authority; and

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Protective Liability Policy with limits against injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits an umbrella excess liability policy may be used).

B. All insurance required by this Section shall be taken out and maintained in responsible insurance companies selected by the Company which are authorized under the laws

of the State of Wisconsin to assume the risks covered thereby. Upon request, the Company will deposit annually with the Authority copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Section, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Company and the Authority at least 10 days before the cancellation or modification becomes effective. In lieu of separate policies, the Company may maintain a single policy, blanket or umbrella policy, or a combination thereof, having the coverage required herein, in which event the Company shall deposit with the Authority a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Improvements.

C. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required hereby, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the Authority. All policies evidencing insurance required by this subparagraph with respect to the Improvements shall be carried in the names of the Company, the Authority and the holder of any Mortgage, as their respective interests may appear.

5.02 Prohibitions Against Transfer of Property and Assignment of Agreement. The Company represents and agrees that except only by way of security for the purposes of obtaining financing necessary to enable the Company or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to making the Improvements under this Agreement, and any other purpose authorized by the Agreement, the Company (except as so authorized) has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance or transfer in any other mode or form of or with respect to the Agreement or the Property or any part thereof or any interest therein, or any contract or agreement to do any of the same (collectively, a "Transfer"), to any person or entity, whether or not related in any way to the Company, without the prior written approval of the Authority, which consent shall be in the sole discretion of the Authority. Any such Transfer shall be subject to the provisions of this Agreement; provided, however, the Authority will, at the request of a first mortgage lender, subordinate the Company's obligations under this Section pursuant to a subordination agreement reasonably acceptable to the Authority and such lender. This restriction on Transfer shall terminate upon the Authority's issuance of the Certificate of Completion.

5.03 Release and Indemnification Covenants.

A. The Company releases from and covenants and agrees that the Authority and the City and their governing body members, officers, agents, including their independent contractors, consultants and legal counsel, servants and employees (hereinafter, for purposes of this Section, collectively the "indemnified parties") shall not be liable for and agrees to indemnify and hold harmless the indemnified parties against (i) any loss or damage to property or any injury to or death of any person resulting from any defect in the Property and/or the

Improvements, and (ii) any loss, damage, liability or claim therefore concerning contaminated soil on the Property.

B. Except for any willful misrepresentation or any willful or wanton misconduct of the indemnified parties, the Company agrees to protect and defend the indemnified parties now and forever and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Property and/or the Improvements.

C. The indemnified parties shall not be liable for any damage or injury to the persons or property of the Company or its officers, agents, servants, or employees or any other person who may be about the Property or the Improvements due to any act of negligence of any person; provided, that nothing contained herein shall be interpreted to alter the liability of the indemnified parties for any damage or injury to the persons or property of the Company or its officers, agents, servants, or employees or any other person who may be about the Property or the Improvements caused by any willful act of the indemnified parties.

D. This Section shall survive the termination of this Agreement.

Section 6. Events of Default.

6.01 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

A. Failure by the Company to commence and complete construction of the Improvements pursuant to the terms, conditions and limitations of Section 4 hereof.

B. Failure by the Company to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement.

6.02 Remedies on Default. Whenever any Event of Default referred to in Section 6.01 hereof occurs, the Authority, as specified below, may take any one or more of the following actions after provision of thirty (30) days’ written notice by the Authority to the Company of the Event of Default , but only if the Event of Default has not been cured within said thirty (30) days or if the Event of Default cannot be cured within thirty (30) days, the Company does not provide assurances to the Authority reasonably satisfactory to the Authority that the Event of Default will be cured as soon as reasonably possible:

A. The Authority may suspend its performance under the Agreement until it receives assurances from the Company, deemed adequate by the Authority, that the Company will cure its default and continue its performance under the Agreement.

B. The Authority may withhold the Certificate of Completion until the Event of Default is cured by the Company.

C. The Authority may take whatever action, including legal or administrative action, which may appear necessary or desirable to the Authority to enforce performance and observance of any obligations, agreements or covenants of the Company under this Agreement.

6.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.04 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by any Party and thereafter waived by any other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6.05 Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the Authority shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it shall, on demand therefore, pay to the Authority the reasonable fees of such attorneys and such other expenses so incurred by the Authority; provided that if a lawsuit or other civil actions is instituted between the Parties, the Party which does not prevail shall pay to the prevailing Party the reasonable fees of attorneys and other expenses so incurred by the prevailing Party and if the Authority is not the prevailing Party in such a lawsuit or action the Authority shall have no claim under this Section.

Section 7. Additional Provisions.

7.01 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to the others shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

A. In the case of the Company, is addressed or delivered personally to:

PAC Investments LLC and Bachand Group Inc.
Attn: Adam W. Bachand
1707 N. 8th Street
Superior, WI 54880

B. In the case of the Authority, is addressed to or delivered personally to the:

Redevelopment Authority of the City of Superior
Government Center
1316 North 14th Street
Superior, Wisconsin 54880
Attention: Executive Director

or at such other addresses as either Party may, from time to time, designate in writing and forward to the other Party as provided in this Section.

7.02 Counterparts. This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

7.03 Amendments. Neither this Agreement, nor any other document to which the Company and the Authority are a party, relating to the development contemplated by this Agreement, may be effectively amended, changed, modified, altered or terminated, except upon the written agreement of the Authority and the Company.

7.04 Assignment. This Agreement may not be assigned by either Party without the consent of the other Party.

IN WITNESS WHEREOF, the Authority has caused this Agreement to be duly executed in its name and behalf and its seal to be hereunto duly affixed and the Company has caused this Agreement to be executed in its name and behalf, on or as of the date first above written.

**REDEVELOPMENT AUTHORITY OF THE
CITY OF SUPERIOR, WISCONSIN**

By _____
Chair

By _____
Executive Director

STATE OF WISCONSIN)
) ss.
COUNTY OF DOUGLAS)

On the ____ day of _____, 2015, before me, a notary public, personally appeared Bruce C. Hagen and Jason Serck, the Chair and Executive Director, respectively, of the REDEVELOPMENT AUTHORITY OF THE CITY OF SUPERIOR, WISCONSIN, who acknowledged that they executed the foregoing instrument on behalf of the Authority.

Notary Public

BACHAND GROUP INC.

By _____
Its _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DOUGLAS)

On the _____ day of _____, 2015, before me, a notary public, personally appeared _____, the _____ of Bachand Group Inc., a Wisconsin corporation, who acknowledged that he executed the foregoing instrument on behalf of the corporation.

Notary Public

**EXHIBIT A
TO DEVELOPMENT AGREEMENT
PROPERTY LEGAL DESCRIPTION**

Subdivided Lot A, Lots 15 through 24, inclusive, Block 67, West Superior 1st Division, Douglas County, Wisconsin.

Tax Parcel Codes: 04-804-00593-00 and 04-804-00589-00

EXHIBIT B
TO DEVELOPMENT AGREEMENT
FORM CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, by a Development Agreement (the "Agreement") dated as of _____, 2015, entered into by and among the Redevelopment Authority of the City of Superior, Wisconsin (the "Authority"), PAC Investments LLC and the Bachand Group Inc. (PAC Investments LLC and the Bachand Group Inc. are collectively referred to as the "Company"), the Company has developed the real property (the "Property") described on the attached **Exhibit A**, by construction or causing to be constructed, the Improvements thereon according to the terms and conditions of the Agreement;

WHEREAS, pursuant to the Agreement, promptly after completion of all work of construction to be completed by the Company upon the Property, the Authority shall furnish the Company with a Certificate of Completion upon written request therefore by the Company;

WHEREAS, the issuance by the Authority of the Certificate of Completion shall be conclusive evidence that the Company has complied with the terms of the Agreement pertaining to construction of the Improvements on the Property;

WHEREAS, the Company has requested that the Authority furnish the Company with the Certificate of Completion; and

WHEREAS, the Authority has conclusively determined that the work of construction of the Improvements on the Property, as required by the Agreement has been satisfactorily completed.

NOW, THEREFORE, be it resolved:

1. As provided in the Agreement, the Authority does hereby certify that construction of the Improvements on the Property have been fully and satisfactorily performed and completed, and that such construction work is in full compliance with the terms, provisions and conditions established in the Agreement.

2. The Agreement is therefore of no further force and effect, and all rights, duties, obligations, and liabilities of the Authority and the Company thereunder regarding initial construction of the Improvements shall cease to exist. Any continuing and existing rights, duties, obligations and liabilities provided in the Agreement, if any, shall continue to remain in force and effect.

3. This Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Company to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the work of construction and development of the Improvements on the Property, or any part thereof. This Certificate of Completion is not a notice of completion as referenced in Wisconsin Statutes.

IN WITNESS WHEREOF, the Authority has executed this Certificate of Completion as of this _____ day of _____, 20____.

**REDEVELOPMENT AUTHORITY OF THE
CITY OF SUPERIOR, WISCONSIN**

By _____
Chair

By _____
Executive Director

ACCEPTED BY:

PAC INVESTMENTS LLC

By _____
Its _____

BACHAND GROUP INC.

By _____
Its _____

**EXHIBIT A
TO CERTIFICATE OF COMPLETION
PROPERTY LEGAL DESCRIPTION**

Subdivided Lot A, Lots 15 through 24, inclusive, Block 67, West Superior 1st
Division, Douglas County, Wisconsin.

Tax Parcel Codes: 04-804-00593-00 and 04-804-00589-00

**EXHIBIT C
TO DEVELOPMENT AGREEMENT
SCHEDULE**

Activity Required	Completion Date
Construction Plans Approved	April 15, 2016
Closing Date	April 15, 2016
Construction Period	May 1, 2016 to December 31, 2016
Execute Certificate of Completion and Distribute Grant (as applicable)	January 2017

EXHIBIT D
TO DEVELOPMENT AGREEMENT
SOURCES AND USES BUDGET

SOURCES OF FUNDS	
Authority Grant	\$26,250.00
Company Contribution	\$300,000.00
Company Financing	\$776,250.00
TOTAL SOURCES OF FUNDS	\$1,102,500.00

USES OF FUNDS	
Purchase of Property	\$52,500.00
Construction Costs of Improvements	\$900,000.00
Equipment	\$100,000.00
Soft Costs	\$50,000.00
TOTAL USES OF FUNDS	\$1,102,500.00