

**CITY OF STEVENS POINT
SPECIAL COUNCIL MEETING**

**October 25,
2021
7:00 PM**

Zoom Teleconferencing

Meeting ID: 828 1917 5944 | Passcode: 760388

By Computer:

<https://us02web.zoom.us/j/82819175944?pwd=ZDdCN0xIWjUxa0o2Uy84bHdIMFZQQT09>

By Phone: +1-312-626-6799 (US Chicago)

Agenda

1. Roll Call

Consideration and Possible Action on the Following:

2. Discussion and Consideration of a Development Agreement between Distillery Partners, LLC, the Redevelopment Authority of the City of Stevens Point, and the City of Stevens Point.
3. Adjournment.

RMC – Revised Municipal Code

Persons who wish to address the Common Council may make a statement as long as it pertains to a **specific** agenda item. Persons who wish to speak on an agenda item will be limited to a five (5) minute presentation. Any person who wishes to address the Common Council on a matter which is not on the agenda will be given a maximum of three (3) minutes and the time strictly enforced under the item, “Persons who wish to address the mayor and council on non-agenda items.” Individuals should not expect to engage in discussion with members of the City Council and City staff.

Any person who has special needs while attending this meeting or needing agenda materials for this meeting should contact the City Clerk as soon as possible to ensure a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569 or by mail at 1515 Strong's Avenue, Stevens Point, WI 54481.

Copies of ordinances, resolutions, reports and minutes of the committee meetings are on file at the office of the City Clerk for inspection during the regular business hours from 7:30 A.M. to 4:00 P.M.



MEMORANDUM

To: Common Council
Mayor Mike Wiza

From: Ryan Kernosky, Director of Community Development 

Date: October 22, 2021

RE: **Development Agreement with Great Northern Distillery**

Alders –

Consistent with previous closed-session discussions, please see the attached development agreement between Distillery Partners, LLC (dba Great Northern Distillery), the City, and the Redevelopment Authority. Please note that the Redevelopment Authority approved the proposed development agreement on October 19th.

The incentive package is defined below:

Great Northern Distillery will develop a distillery, tasting room, and event space at 1009/1013 Second Street with a minimum assessed value of \$1,500,000.00 over the life of the agreement.

The Redevelopment Authority will sell the property at 1009/1013 Second Street for consideration of \$1.00. Great Northern Distillery will provide satisfactory documentation that includes proof of financing and a signed construction contract. Additionally, the Redevelopment Authority will cover the costs to divide the property to meet the developers land needs.

The City will provide Tax Increment Finance incentive totaling \$375,000. The proposed incentive is broken down into a hybrid-style incentive, with half of the total incentive (\$187,500) being paid at 50% of the excess TIF revenues yearly until the 2041 tax year, with final payment due in 2042. The other half of the total incentive will be provided during building construction, broken down below:

- a. Upon completion of 25 percent of the Project, the City shall provide 40 percent of the total Initial City Support, not to exceed \$75,000.00.

www.stevenspoint.com

Open Records Rider: The City of Stevens Point is subject to Wisconsin Statutes relating to public records. Communication, such as this document, sent or received by City employees are subject to these laws. Unless otherwise exempted from the public records law, senders and receivers of City communication should presume that the communications are subject to release upon request, and to state record retention requirements.

- b. Upon completion of 50 percent of the Project, the City shall provide 20 percent of the total Initial City Support, not to exceed \$37,500.00.
- c. Upon completion of 75 percent of the Project, the City shall provide 20 percent of the total Initial City Support, not to exceed \$37,500.00.
- d. Upon issuance of the final occupancy permit for the Project and after the City Assessor certifies the Value of the Project, except that if final occupancy occurs during the months of November and December, such incentive payment will be made by January 31st of the following year, the City shall provide 20 percent of the total Initial City Support, not to exceed \$37,500.00.

Thank you, please let me know if you have any additional questions or concerns.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”), made as of the ____ day of _____, 2021, by and between the City of Stevens Point, Wisconsin (“City”), the Redevelopment Authority of the City of Stevens Point, Wisconsin (“RA”), and Distillery Partners, LLC (d.b.a. Great Northern Distilling), a Wisconsin Limited Liability Corporation, referred to as “Developer”. Individually, each of the foregoing is a “Party” and collectively, they are the “Parties”).

RECITALS

WHEREAS, City desires to encourage development, eliminate blight and prevent blight within the City; and

WHEREAS, for these purposes, the City has created Tax Incremental District No. 10 (“TID No. 10”) pursuant to Wisconsin Statutes; and

WHEREAS, RA owns the Property identified and more particularly described on Exhibit A, attached hereto (the “Property”), which is located in TID No. 10; and

WHEREAS, Developer has agreed to acquire from the RA the Property, for One Dollar (\$1.00), and intends to develop a micro-distillery and event venue; and

WHEREAS, City has determined that development of the Property will serve to encourage development and to eliminate and prevent blight within the City, and is in the best interests of the City and its residents, and that the economic vitality of TID No. 10 is essential to the economic health of the City; and

WHEREAS, Developer has filed, or will file, with City the following plans specifications, documents and exhibits (“Plans and Specifications”) if and as required by City, for the development of the Property and for making other improvements, it being acknowledged some may be submitted for approval after execution of this Agreement and attached at the time of approval.

1. A schedule showing the name of Developer and the mailing address and telephone number of Developer’s representatives for the Project (as defined herein), incorporated by reference herein as Exhibit B.
2. An accurate topographical map showing topographical data of the Property, incorporated by reference herein as Exhibit C.
3. A scale plot plan showing the location, type and size of the proposed use for the Property to be improved by Developer as provided herein, including the location, type and size of the proposed structures, driveways, driveway access road(s), parking facilities, open space and landscape plans, including a statistical

table showing the size of the site in square feet, and acreage, incorporated by reference herein as Exhibit D.

4. Architectural drawings of the buildings and structures and sketches showing the design characteristics and treatment of exterior elevations incorporated by reference herein as Exhibit E.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and the following promises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree, as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

“Agreement” means this Development Agreement, as the same may hereafter be from time to time modified, amended or supplemented in accordance with its terms.

“Developer” means Distillery Partners, LLC, and its successors and assigns.

“Differential Payment” means the amount to be paid by Developer as the shortfall, if any, between the amount of taxes due on the Value guaranteed by Developer pursuant to section 4.1(5) and the amount of taxes billed, for any year during the Term of this Agreement.

“Effective Date” means the final signing date of this Agreement by Parties.

“Excess TIF Revenue” means TIF Revenues in any year in excess of Twelve Thousand Seven Hundred Sixty Five Dollars (\$12,765).

“Guaranteed TIF Revenues” means the greater of Thirty Three Thousand Thirty Dollars \$33,030.00 or the amount of property taxes that would be due on a value of One Million Five Hundred Thousand Dollars (\$1,500,000.00).

“City” means the City of Stevens Point, Wisconsin.

“City Support” means City’s support for the Project to be provided to Developer, as set forth in Section 4.2 and 4.3 below.

“Initial City Support” means City’s support for the Project to be provided as a one-time payment to Developer, as set forth in Section 4.3(1) below.

“Ongoing City Support” means City’s support for the Project to be provided to Developer on an ongoing basis, as set forth in Section 4.3(2) below.

“Plans and Specifications” means the plans and specifications for the Project to be prepared by Developer and approved by City, including Exhibits B through E attached hereto.

“Prime Rate” means the prime rate as established from time to time by Citibank, N.A.

“Project” means the development of the Property, including any public or site related improvements specifically needed for the development (e.g. utility extensions to the property, burying of powerlines, or other similar improvements), within City Tax Incremental District No. 10 as shown on Exhibit D, in accordance with the Plans and Specifications.

“Project Costs” means costs specified in secs. 66.1105(2)(f) 1.a-n, inclusive, Wisconsin Statutes.

“Property” means the Property identified and more particularly described on Exhibit A, attached hereto.

“RA” means the Redevelopment Authority of the City of Stevens Point, Wisconsin.

“Subsequent Tax Year” means a tax year occurring after a year in which Developer makes a Differential Payment.

“Term” has the meaning set forth in Section 9.10 herein.

“TIF Revenues” means the incremental real property tax revenues generated by the Project from tax year 2023 to tax year 2041, , in excess of base value tax revenue.

“Value” means fair market value of the real property in City, and does not include the value of any government subsidy or program.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of City. City makes the following representations and warranties:

(1) City is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) City makes no representation or warranty, either express or implied, as to the Property, or its, or that the Property shall be suitable for Developer’s purposes or needs. However, the City will share all environmental testing completed to date and the opinions of its environmental consultants. To the best of the City’s knowledge the property does not require remediation for any soils capped by an impermeable surface.

(3) 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, limited by or conflicts with or results in the breach

of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by City and no other or further acts or proceedings of City. This Agreement constitutes the legal, valid, and binding agreement and obligations of City, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

Section 2.2 Representations and Warranties of RA. RA makes the following representations and warranties:

(1) RA is a body corporate and politic of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) RA makes no representation or warranty, either express or implied, as to the Property, , or that the Property shall be suitable for Developer's purposes or needs.

(3) 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, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which RA is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by RA and no other or further acts or proceedings of RA. This Agreement constitutes the legal, valid, and binding agreement and obligations of RA, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

Section 2.3 Representations and Warranties of Developer. Developer makes the following representations and warranties:

(1) Developer is a Wisconsin Limited Liability Company and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

(2) So long as Developer acquires the Property, Developer will cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances and regulations (including, but not limited

to, environmental, zoning, energy conservation, building code and public health laws, ordinances and regulations), except for staff approved minor changes to the Plans and Specifications during construction which will not have a material adverse effect on the Project.

(3) The implementation of the Project would not be undertaken by Developer, and, in the opinion of Developer, would not be economically feasible within the reasonably foreseeable future, without the City Support and RA Obligation to Developer provided for in this Agreement.

(4) So long as Developer acquires the Property, Developer will use its commercially reasonable and diligent efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals for the Project, and will comply, in a timely manner, with all ordinances and regulations which must be met before the Project may be lawfully implemented.

(5) 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, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

ARTICLE III DUE DILIGENCE

Section 3.1 Developer shall have the right, at its sole cost and expense, to survey and examine the Property and any improvements thereon or thereto, at any time after the execution of this Agreement, with any persons who it shall designate, including, without limitation, appraisers, contractors, engineers and soil testing personnel. RA shall permit access to the Property to Developer and its personnel, and shall afford them the opportunity to conduct, prepare and perform any surveys, appraisals and any environmental, feasibility and other engineering tests, studies, and reports that Developer deems necessary or appropriate. Upon completion of all such tests and investigations, Developer may elect to proceed with this transaction and acquire the Property from RA, pursuant to the provisions of Section 4.4, or Developer may elect, in its sole discretion, prior to December 31, 2021 (the “Close-by Date”), to terminate this Agreement, in which case the parties shall have no further obligation to one another hereunder.

Section 3.2 In addition to the status of the Property, which Developer may accept or reject in its sole discretion prior to the Closing Date, Developer’s obligation to proceed under this Agreement is conditioned upon the following having occurred, or Developer waiving the occurrence of same, on or prior to the Closing Date (or such earlier date as designated below):

(1) Developer shall have received all necessary loan approvals and commitments that Developer, in its sole and absolute discretion, determines necessary or appropriate in

connection with Developer's development of the Project so that Developer can comply with its obligations hereunder.

(2) Developer shall have received all governmental approvals, licenses and permits as Developer deems necessary or appropriate in connection with Developer's development of the Project, or Developer shall have received such assurances as it deems necessary or appropriate with respect to same, to enable Developer to proceed as it intends with respect to the development of the Project after the Closing Date.

(3) Developer shall have otherwise satisfied itself with all other aspects of proceeding with this transaction and the development of the Project as contemplated herein, including, without limitation, the financial viability of developing the Project, the costs and expenses to be incurred in connection therewith, and all other aspects of the planning, designing, development, construction and completion of the Project, all as determined necessary or appropriate by Developer in its sole discretion.

ARTICLE IV UNDERTAKINGS BY DEVELOPER, REDEVELOPMENT AUTHORITY AND CITY

Section 4.1 Developer Obligations. Provided that Developer has agreed to accept title to the Property (and the Property is actually conveyed to Developer) and has not elected to terminate this Agreement as provided herein, Developer shall undertake the following obligations, in consideration of City's obligations in Section 4.2 and RA's obligations in Section 4.4, below.

(1) Developer shall make all reasonable efforts to construct the micro-distillery and event space development. The Project will be developed under the Plans and Specifications approved by City, such approval not to be unreasonably withheld, conditioned or delayed.

(2) Subject to Developer's timely receipt of all approvals, licenses and permits necessary or appropriate in connection with Developer's development of the Project, Developer will commence construction by no later than March 1, 2022. In the event that the Developer fails to commence construction of the Project by March 1, 2022 following the execution of this Agreement, the RA may elect to repurchase the Property for \$1.00. Developer and RA may agree to an extension of the March 1, 2022 commencement date, and any such agreement shall be in writing and signed by both parties. The Property shall be in a similar condition as it was at the time of sale from the RA to Developer.

(3) Subject to Developer's timely receipt of all approvals, licenses and permits necessary or appropriate in connection with Developer's development of the Project, Developer shall pursue construction activities on the Property and shall complete the Project on the Property, so as to obtain occupancy permits for the Project, in accordance with state and local codes, by June 1, 2023.

(4) Regarding the assessed value of the Property as certified by the City Assessor, Developer agrees and commits to the following:

- (a) Developer guarantees that the Value of the Property will be not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) on January 1, 2023.
- (b) The aforesaid One Million Five Hundred Thousand Dollars (\$1,500,000.00) minimum Value of the Property will continue during the remaining Term of this Agreement.

(5) For the tax year 2023 and thereafter ending with tax year 2041, Developer guarantees TIF Revenues equal to the amount that would be due on a Value of One Million Five Hundred Thousand Dollars (\$1,500,000.00). Developer agrees that, in the event the property real estate taxes due for any year do not generate TIF Revenues equal to the amount that would be due on a Value of One Million Five Hundred Thousand Dollars (\$1,500,000.00), that City may submit a bill to Developer for the differential (“Differential Payment”). Such a billing shall be submitted to Developer by the City Treasurer by March 1 of the relevant tax year and shall be paid in full by Developer, without interest thereon, by March 31 of that year. Notwithstanding the interest rate identified in Section 7.4 below, if not fully paid when due, the amount remaining unpaid on and after April 1 of that year shall accrue interest at a rate of 6% per annum until fully paid. City has the option of placing any unpaid amount on the subsequent year’s property tax bill as a special charge. At no time shall the sum of the TIF Revenues and the the Differential Payment for any given year be less than Thirty Three Thousand Thirty Dollars (\$33,030.00). In the event that the mill rate decreases the Differential Payment shall be increased to preserve this sum.

(6) Developer agrees to develop the Property within Tax Incremental District No. 10 as shown on Exhibit D, and all buildings and structures on the Property in accordance with the Plans and Specifications, as filed and approved in final form by City. However, during the progress of the Project, Developer may make changes to the Plans and Specifications as may be in furtherance of the general objectives of the Plans and Specifications and this Agreement and as site conditions or other issues of feasibility may dictate to further Developer’s development objectives; provided, however, any such change shall comply with all applicable laws of City and Developer may not make any change without the written consent of City (not to be unreasonably withheld, conditioned or delayed). If a proposed change is required to be approved by the City, City agrees to consider and approve or reject any proposed change within 30 days after submittal by Developer to City or such approval is deemed given; provided, if City’s approval is needed within a shorter period of time due to Developer’s construction schedule or its obligations under Sections 4.1(2), (3) or (4) above, City shall provide such approval or rejection within 10 days of request, and City will reasonably cooperate with Developer to facilitate and expedite such review process. However, if a proposed change is required to be reviewed and approved by a City committee and/or Common Council, such request will be considered and acted upon at the next available meeting of such City committee or Common Council. Such requests for

approval shall be submitted to the City Director of Community Development, as representative of City.

(7) Developer further agrees to the following:

(a) At Developer's expense, Developer shall cause to be prepared a staked ALTA survey for the Property including, without limitation, as reasonably necessary to determine boundaries and utility locations, what may be required by the City Surveyor or his designee.

(b) Easements on the Property for municipally owned storm sewer and water mains shall be granted by Developer to City or its designee where necessary, by mutually agreed upon separate document, or pursuant to the CSM or plat, in accordance with detailed utility plans approved by the City Director of Public Utilities, or designee.

(c) No future structures, including but not limited to utility buildings and tool sheds, shall be constructed or installed on any portion of the Property by Developer without City's approval, which approval shall not be unreasonably withheld, conditioned or delayed. The definition of structure shall be the definition contained within the City Zoning Ordinance.

Section 4.2 City Obligations. City undertakes the following obligations, in consideration of the obligations of Developer in Section 4.1, above.

(1) City shall timely complete all necessary or required zoning, development and use reviews for the Project, pursuant to applicable City Ordinances. City shall process, on a timely and expedited basis, each and every application submitted by, through or under Developer in connection with its development of the Project, including all applications with respect to necessary or appropriate licenses and permits in connection with Developer's development of the Project. Without limitation, if an application is deemed deficient, City shall cooperate with Developer to ensure proper completion thereof. Likewise, City shall use good faith efforts to diligently process all such matters, to assist in Developer's efforts to timely complete the Project as set forth in this Agreement.

(2) City shall provide support for the Project Costs to Developer or its designee, as allowed under and pursuant to Wis. Stats. § 66.1105 (the "City Support"), in the amount shown in Section 4.3 below. An example of such City Support is identified in the Schedule attached hereto as Exhibit F. Please note, in an event of a discrepancy between Section 4.3 and Exhibit F, Section 4.3 shall govern.

The City Support is conditioned upon Developer's compliance with Sections 4.1(1), (2), (3) and (4) herein.

Section 4.3 Funding the City Support for The Project Costs. City shall provide City Support for the Project Costs of Developer as follows:

(1) Provide to Developer Initial City Support in an amount up to One Hundred Eighty Seven Thousand Five Hundred Dollars (\$187,500.00) to partially cover Project Costs. Such Initial City Support shall only be disbursed once sufficient proof of financing has been submitted to the City Comptroller/Treasurer for their review and approval. Initial City Support shall be paid within 30 days of the following building schedule:

- a. Upon completion of 25 percent of the Project, the City shall provide 40 percent of the total Initial City Support, not to exceed Seventy Five Thousand Dollars (\$75,000.00).
- b. Upon completion of 50 percent of the Project, the City shall provide 20 percent of the total Initial City Support, not to exceed Thirty Seven Thousand Five Hundred Dollars (\$37,500.00).
- c. Upon completion of 75 percent of the Project, the City shall provide 20 percent of the total Initial City Support, not to exceed Thirty Seven Thousand Five Hundred Dollars (\$37,500.00).
- d. Upon issuance of the final occupancy permit for the Project and after the City Assessor certifies the Value of the Project, except that if final occupancy occurs during the months of November and December, such incentive payment will be made by January 31st of the following year, the City shall provide 20 percent of the total Initial City Support, not to exceed Thirty Seven Thousand Five Hundred Dollars (\$37,500.00).

(2) The Initial City Support disbursement as outlined in Section 4.3(1), (2), (3), (4) is subject to review and approval by the City's Building Inspection Superintendent based upon their opinion of the percentage of the Project completed.

(3) If Developer achieves and maintains the Value of the Project as identified in Section 4.1(4)(a), (b), and (c), the City shall provide to Developer Ongoing City Support of 50% of the Excess TIF Revenues up to a total amount of One Hundred Eighty Seven Thousand Five Hundred Dollars (\$187,500.00) has been provided to the developer. Such Ongoing City Support payments shall cease following the 2041 tax year, payable in 2042. The City's obligation to finance development costs shall be payable solely from TIF Revenues generated by the Property and shall not be a charge against the City's general credit, taxing power, or revenue generated from other properties within Tax Incremental District No. 10. The Ongoing City Support payments shall be made on a yearly basis on or before September 1 of each year for which such payments are payable under this Agreement.

Section 4.4 RA Obligations. RA undertakes the following obligations, in consideration of the obligations of Developer and City in Sections 4.1, and 4.2 above. RA agrees to sell and convey the Property to Developer for \$1.00, subject to RA's receipt from Developer of satisfactory documentation evidencing the viability of the project. Such documentation shall include a signed construction contract, and verification of financing and other sources of funds sufficient to complete the project. Further, sufficient procedures shall be established to ensure

contractors are paid timely and the construction proceeds expeditiously, such as procurement of construction supervision services. All aforementioned requirements must be met on or prior to the Closing Date., Developer shall send confirmation that Developer wishes to proceed with this transaction upon Developer's approval of the conditions set forth in Article III. During the pendency of this Agreement, RA agrees not to further encumber the Property (including, without limitation, granting any easements, licenses or other agreements with respect to the Property), or any portion thereof, without the prior written consent of Developer.

(1) At RA's expense, a survey or plat of the Property will be prepared for approval by the City Zoning Administrator, or his designee, which conforms to the approved general site development plan and shows thereon the areas, if any, dedicated to the public and specified use thereof.

ARTICLE V PROPERTY BASE VALUE

City represents and agrees that the base year value of the Property in City is \$0. All real estate taxes for the Property paid based on values in excess of such amount are part of the incremental TIF Revenues.

ARTICLE VI COVENANTS RUNNING WITH THE LAND

This Agreement constitutes the entire Agreement between the Parties, and all provisions of this Agreement shall be deemed to be covenants running with the land described on Exhibit A and shall be binding upon successors and assigns for the Term of this Agreement.

ARTICLE VII REMEDIES

Section 7.1 Time of the Essence. Time is of the essence as to all dates under this Agreement.

Section 7.2 Event of Default. In the event any Party defaults under this Agreement, which default is not cured within thirty (30) days after written notice thereof to the defaulting Party or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the thirty (30) day period and the defaulting Party is diligently pursuing such cure, the nondefaulting Party shall have all rights and remedies available under law or equity with respect to the default, except as otherwise set forth in this Agreement. In the event of any default by any Party in making a payment required to another Party, the cure period for such monetary default shall be ten days after delivery of notice thereof. In addition, and without limitation, any of the Parties shall have the following specific rights and remedies following such notice and failure to cure:

- (1) Injunctive relief,
- (2) Action for specific performance; and
- (3) Action for money damages.

Notwithstanding the foregoing, in no event may City exercise or seek any rights of injunction or specific performance for Developer's failure to commence the Project.

Section 7.3 Reimbursement. Any amounts expended by the nondefaulting Party in enforcing this Agreement including reasonable attorneys' fees, together with interest provided for below, shall be reimbursed or paid to the nondefaulting Party which prevails in any such enforcement.

Section 7.4 Interest. Interest shall accrue on all amounts required to be reimbursed by the defaulting Party to the nondefaulting Party at the Prime Rate as established from time to time by Citibank, N.A. plus two percent (2%) per annum, from the date of payment by the nondefaulting Party until the date reimbursed in full with accrued interest.

Section 7.5 Remedies are Cumulative. Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

Section 7.6 Failure to Enforce Not Waiver. Failure to enforce any provision contained herein shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default.

Section 7.7 Mediation. Prior to litigation, and as a condition precedent to bringing litigation, any Party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The Parties shall agree upon a mediator and if they fail to do so within thirty (30) days of the request for mediation; either Party may apply to Portage County Circuit Court, for the designation of a mediator. In the event the Parties do not accept the mediator's recommendation, the aggrieved Party may then commence an action. However, the Parties shall participate in alternative dispute resolution, if ordered by the Court.

ARTICLE VIII AMENDMENT

This Agreement may be rescinded, modified or amended, in whole or in part, only by mutual agreement of the Parties hereto, or their successors and/or assigns, in writing signed by all Parties.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.1 Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 9.2 Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 9.3 Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

Section 9.4 Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

Section 9.5 No Waiver. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

Section 9.6 Severability of Provisions. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

Section 9.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin.

Section 9.8 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other 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 Developer is addressed to or delivered personally to:

Distillery Partners, LLC
1740 Park Avenue
Plover, WI 54467

- (b) in the case of City is addressed to or delivered personally to:

City of Stevens Point
1515 Strong's Ave.
Stevens Point, WI 54481
Attn: City Clerk

- (c) in the case of RA is addressed to or delivered personally to:

Redevelopment Authority of the City of Stevens Point
1515 Strong's Ave.
Stevens Point, WI 54481
Attn: Executive Director

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 9.9 Force Majeure. As used herein, the term “Force Majeure” shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, a result of the COVID-19 pandemic, governmental action (except for governmental action by City with respect to obligations of City under this Agreement) alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 9.10 Term. The term of this Agreement shall commence on the Effective Date. If Developer has not acquired the Property on or before the Closing Date, this Agreement shall terminate and be of no further force or effect. If Developer acquires the Property on or before the Closing Date, this Agreement shall remain in full force and effect in accordance with its terms.

Section 9.11 Restrictions of Sale, Transfer, Conveyance and Ownership. During the Term of this Agreement, neither Developer nor any future owner shall use, sell, transfer or convey ownership of any of the Property to any person or entity, in any manner which would render all or any part of the Property exempt from real property taxation, or would render the personal property located on any of the Property exempt from personal property taxation, without the prior written consent of City, and this Agreement constitutes a deed restriction effectuating this provision.

Section 9.12 Assignment. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. Nothing herein shall prevent Developer from assigning its rights in this Agreement to another entity, as long as said entity consists of the same owners or Managers as Developer, and such transferee agrees to be bound by the provisions of this Agreement as if such transferee were an original signatory hereto. Without limitation upon the foregoing, Developer may assign its rights and obligations under this Agreement, without the City's and RA's consent or approval to: (a) an entity owned or controlled by Developer; (b) an entity owned or controlled by any member of a Qualified Opportunity Zone Fund or Business Limited Liability Corporation; or (c) an entity affiliated with a Qualified Opportunity Zone Fund or Business Limited Liability Corporation or Developer by commonality of ownership of at least fifty percent (50%). As used herein, "owned or controlled" shall mean holding at least fifty percent (50%) of the interests in such company or an entity or person serving as manager with it being understood that Brian P Cummins, President of Distillery Partners, LLC has been designated the sole manager of a Qualified Opportunity Zone Fund Limited Liability Corporation pursuant to the Wisconsin Limited Liability laws. Nothing herein, further, shall prevent or restrict Developer from collaterally assigning its rights under this Agreement in connection with a financing of the Project (or any portion thereof), it being understood that Developer may do so without the approval or consent of the City or RA. Notwithstanding the foregoing, the parties expressly agree that Developer may freely assign this Agreement to LLC, a Wisconsin limited liability company without any further consent from any party to this Agreement.

Section 9.13 Cooperation with Grants. If necessary, Developer shall work with and cooperate with City and/or RA in providing data and information necessary for City and/or RA to comply with the provisions or requirements in connection with a State or Federal grant or other funding applicable to and benefiting the Development.

Section 9.14 Recording. The Parties shall execute, and City shall record in the Register of Deeds office for Portage County, a memorandum of this Agreement.

Section 9.15 No Personal Liability. Notwithstanding anything herein, no member, shareholder, director, partner, manager, officer or employee of Developer shall have any personal liability under this Agreement, whether to City or RA or otherwise, including, without limitation, as a result of a default or breach by Developer, or for any amount which becomes owing hereunder by Developer, or any obligation not performed by Developer.

Section 9.16 Estoppel Certificates; Financing. City and RA, at any time and from time to time, upon not less than ten (10) days' notice from Developer, execute, acknowledge and deliver to Developer (or any party upon Developer's request, including any lender or prospective lender of Developer), a statement in writing: (a) certifying that this Agreement is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and (b) acknowledging that there are not, to City's or RA's knowledge (as applicable), any uncured defaults on the part of Developer hereunder, or specifying such defaults if they are claimed. Any such statement may be relied upon by any existing or prospective lender, title insurer,

purchaser, assignee, or other third party. City and RA, further, agree to provide such other reasonable assurances as may be necessary or required by a lender to facilitate the financing of any aspect of the Project, including the individual financing of only a portion of the Project or Property.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated.

DISTILLERY PARTNERS, LLC

Dated: _____ By: Brian P. Cummins
Title: President

CITY OF STEVENS POINT, WISCONSIN

Dated: _____ By: _____
Name: Mike Wiza
Title: Mayor

Dated: _____ By: _____
Name: Kari Yenter
Title: City Clerk

**REDEVELOPMENT AUTHORITY OF THE
CITY OF STEVENS POINT, WISCONSIN**

Dated: _____ By: _____
Name: John Schlice
Title: Chairperson

Dated: _____ By: _____
Name: Ryan Kernosky
Title: Executive Director

STATE OF _____)
) ss.
_____ COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of Distillery Partners, LLC, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

STATE OF WISCONSIN)
) ss.
PORTAGE COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named Mike Wiza, and Kari Yenter, the City Mayor and Clerk, respectively of the City of Stevens Point, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same, as the act and deed of said municipality, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

STATE OF WISCONSIN)
) ss.
PORTAGE COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named John Schlice, and Ryan Kernosky, the Redevelopment Authority Chairperson and Executive Director, respectively of the Redevelopment Authority of the City of Stevens Point, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same, as the act and deed of said municipality, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

EXHIBIT A

Legal Description

To be added.

EXHIBIT B

Developer Representatives

Brian Cummins

343 County Road E S
Stevens Point, WI 54481

937-760-3494

EXHIBIT C

Topographical Map

To be added once completed and approved

EXHIBIT D

Plot Plan

CERTIFIED SURVEY MAP

BEING PART OF LOTS 45 AND 46 OF BLOCK 16 OF STRONG, ELLIS AND OTHERS ADDITION, AND ALL OF LOT 3 OF PORTAGE COUNTY CERTIFIED SURVEY MAP NUMBER 11191-52-21, LOCATED IN GOVERNMENT LOT 1 AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 24 NORTH, RANGE 8 EAST, CITY OF STEVENS POINT, PORTAGE COUNTY, WISCONSIN.

NOTES

THIS INSTRUMENT WAS DRAFTED BY PATRICK J. FUEHRER.

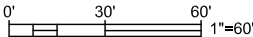
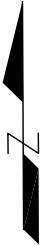
THE BEARINGS HEREIN ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM-PORTAGE COUNTY-NAD 1983. THE NORTH LINE OF GOVERNMENT LOT 1 OF SECTION 32 BEARS N89°52'42"E.

THIS CSM IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

LEGEND

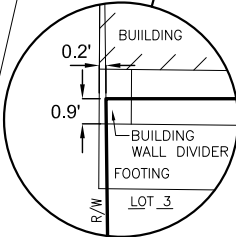
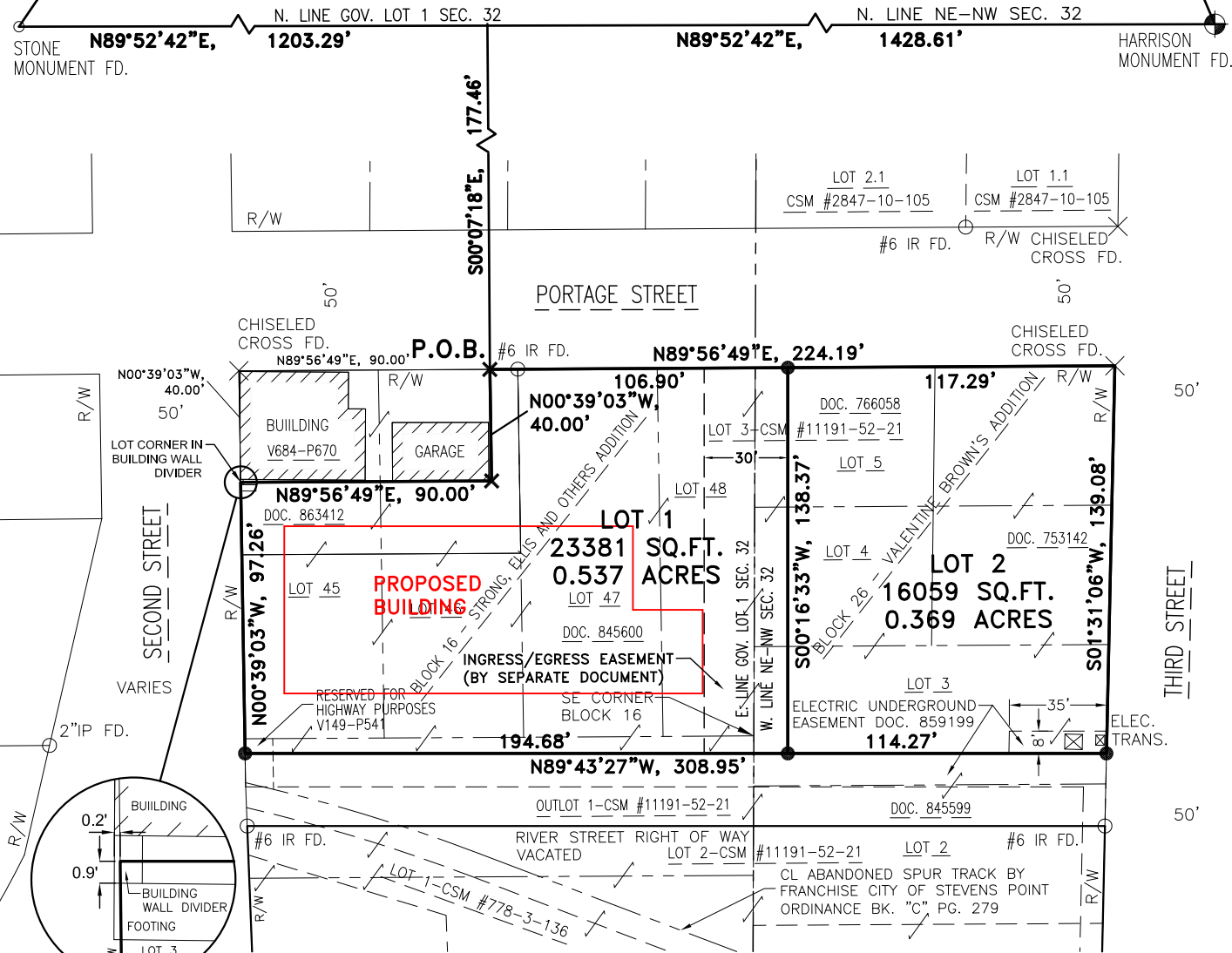
- 3/4" X 18" IRON REBAR SET-1.5#/FT.
- ✕ CROSS SET IN CONCRETE

PRELIMINARY



P.O.C.
NORTHWEST CORNER,
SECTION 32, T.24N., R.8E.

NORTH QUARTER
CORNER, SECTION 32,
T.24N., R.8E.



DETAIL

EXHIBIT E

Building Plans

CIVIL PLANS FOR
GREAT NORTHERN DISTILLING



LOCATION MAP

- | | |
|---------|-------------------------|
| SHEET 2 | EXISTING SITE PLAN |
| SHEET 3 | DEMOLITION PLAN |
| SHEET 4 | SITE PLAN |
| SHEET 5 | GRADING PLAN |
| SHEET 6 | UTILITY PLAN |
| SHEET 7 | EROSION CONTROL PLAN |
| SHEET 8 | EROSION CONTROL DETAILS |
| SHEET 9 | DETAILS |

MARATHON TECHNICAL SERVICES LLC
CONSULTING ENGINEERS
404 FRANKLIN ST - WAUSAU, WI 54403
PHONE & FAX - (715)843-7292
WWW.MTSLLC.NET

REVISION DATE

SURVEYED: RIVERSIDE
DESIGNED: MTS
DRAWN BY: NSB
APPROVED: MWT

COVER SHEET

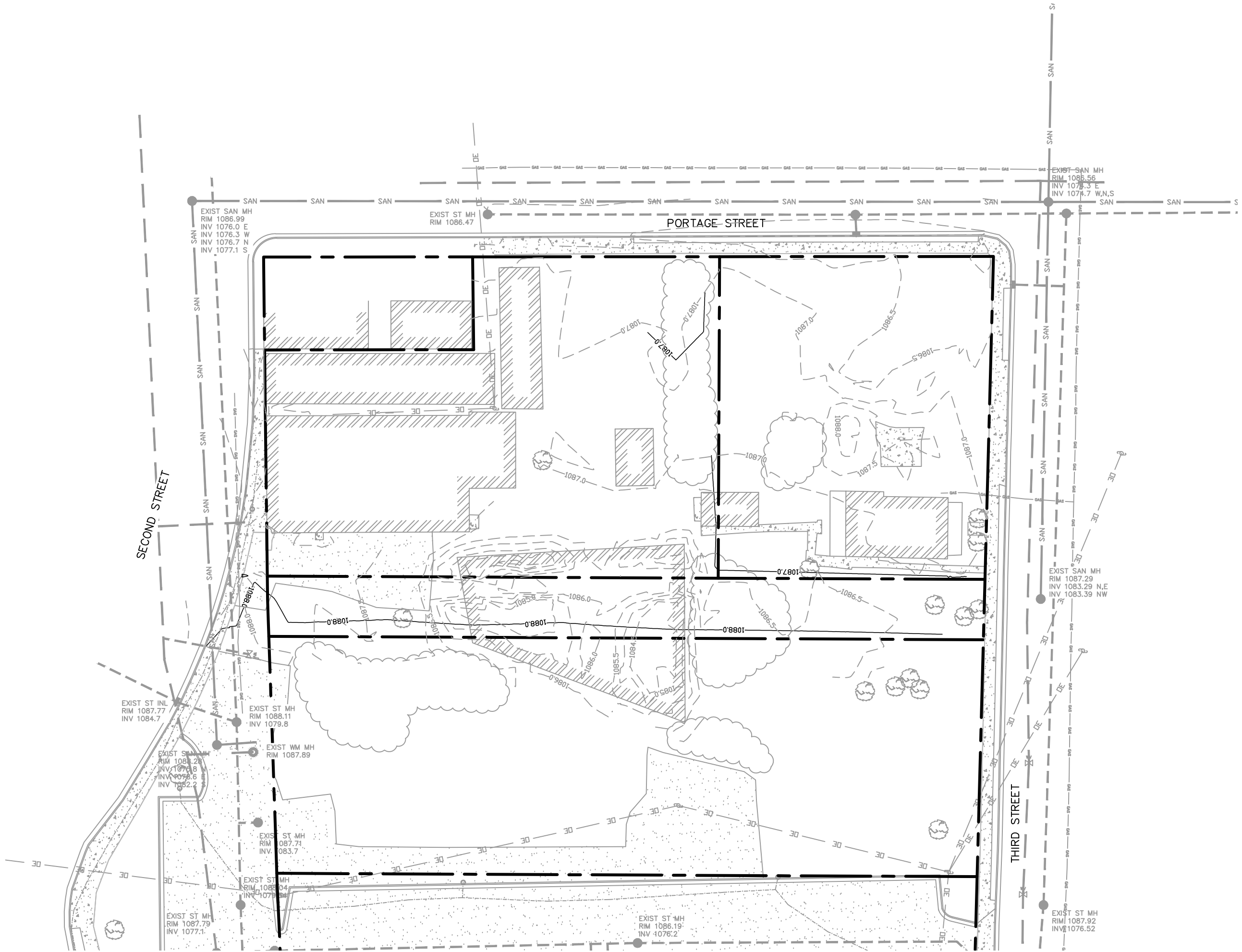
GREAT NORTHERN DISTILLING
CITY OF STEVENS POINT, PORTAGE CO.

SCALE

NO SCALE

SHEET NO.

1



EXISTING SITE PLAN

GREAT NORTHERN DISTILLING
CITY OF STEVENS POINT, PORTAGE CO.

SCALE

1" = 40'

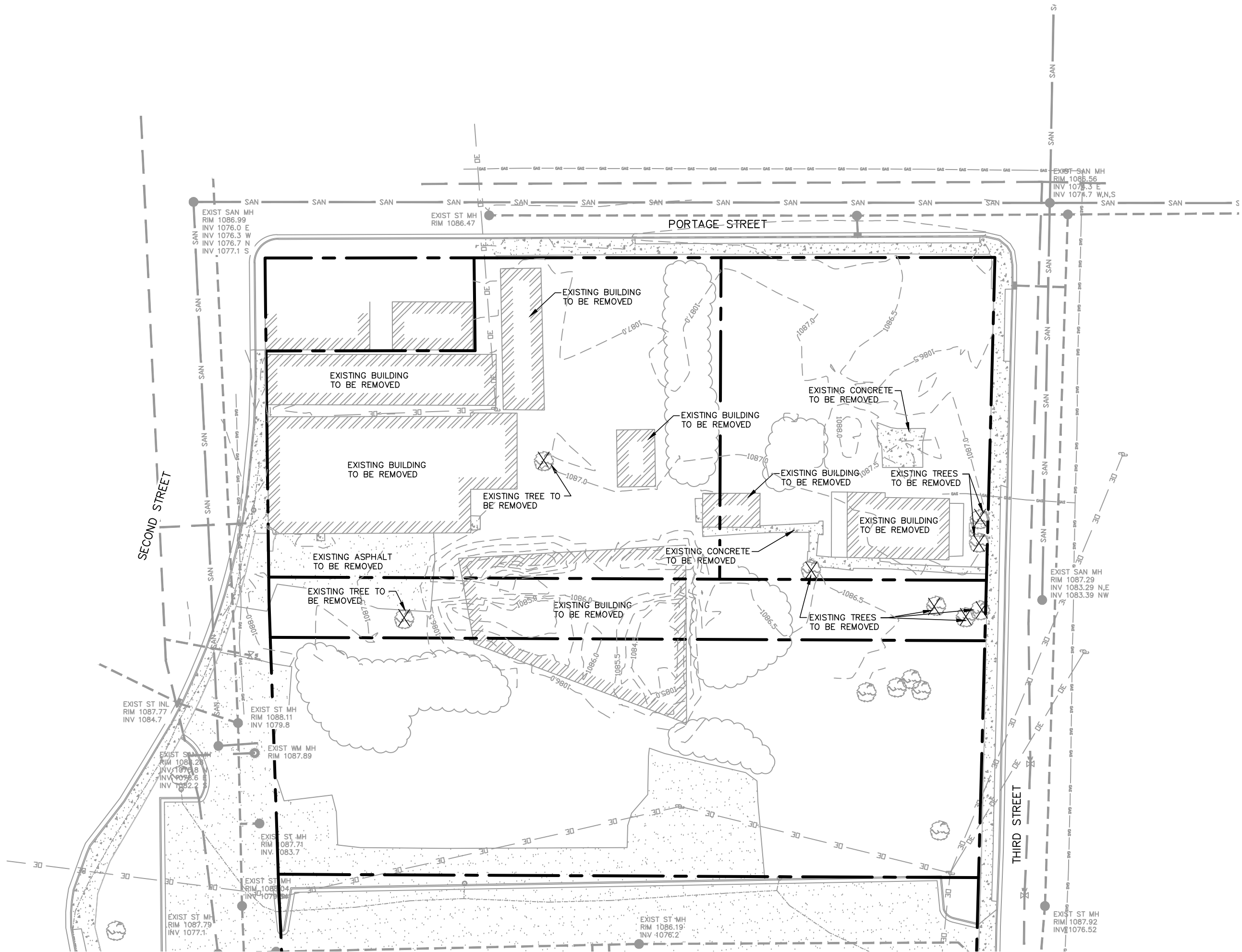
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2

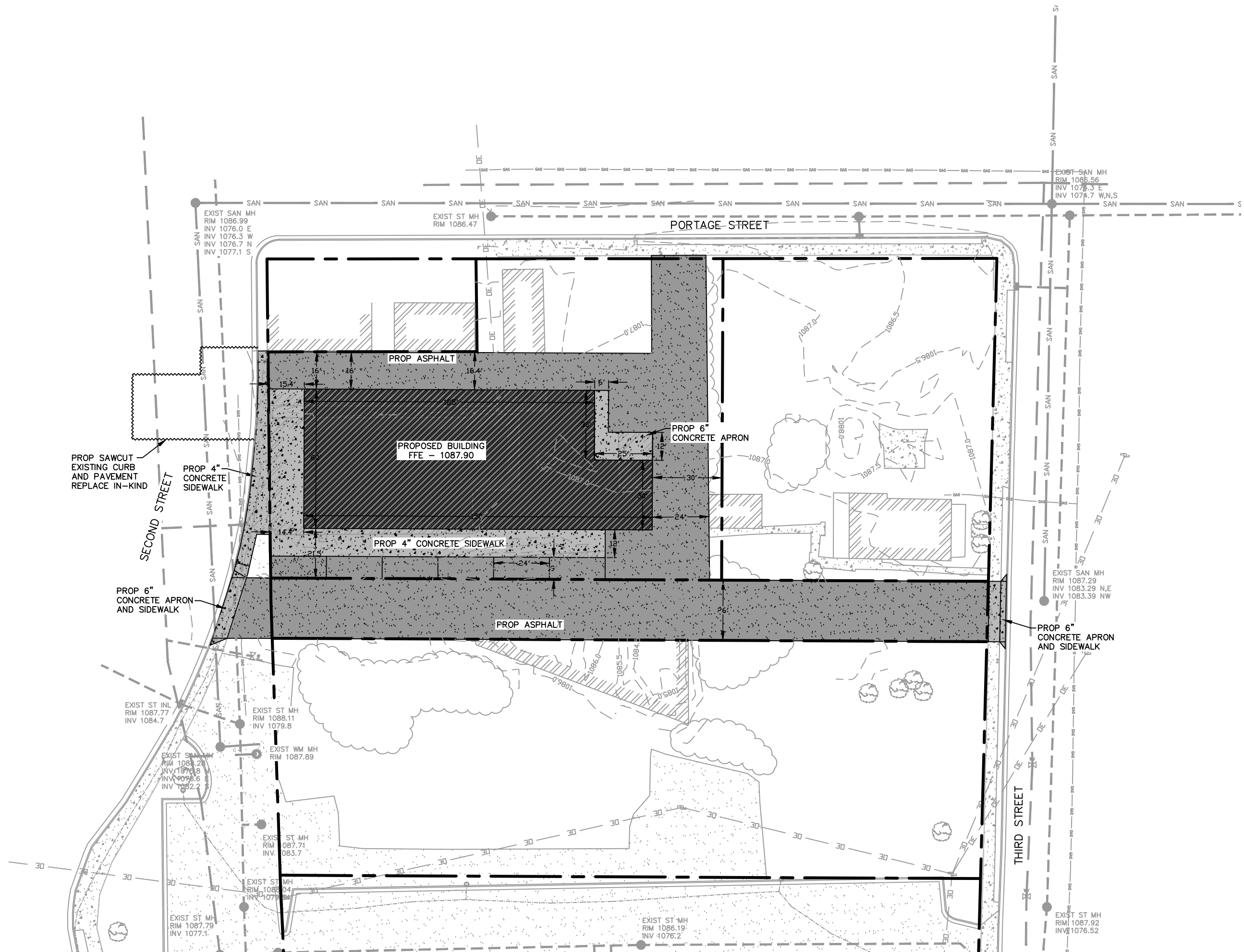
SURVEYED: RIVERSIDE
DESIGNED: MTS
DRAWN BY: NSB
APPROVED: MWT

REVISION DATE

MARATHON TECHNICAL SERVICES LLC
CONSULTING ENGINEERS
404 FRANKLIN ST - WAUSAU, WI 54403
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DEMOLITION PLAN		SURVEYED: RIVERSIDE DESIGNED: MTS DRAWN BY: NSB APPROVED: MWT	REVISION DATE	MARATHON TECHNICAL SERVICES LLC CONSULTING ENGINEERS 404 FRANKLIN ST - WAUSAU, WI 54403 PHONE & FAX - (715)843-7292 WWW.MTSLLC.NET
GREAT NORTHERN DISTILLING CITY OF STEVENS POINT, PORTAGE CO.				
SCALE				
1" = 40'				
SHEET NO.				
3				



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CONSULTING ENGINEERS
404 FRANKLIN ST - WAUSAU, WI 54403
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REVISION DATE

SURVEYED: RIVERSIDE
DESIGNED: MTS
DRAWN BY: NSB
APPROVED: MWT

SITE PLAN

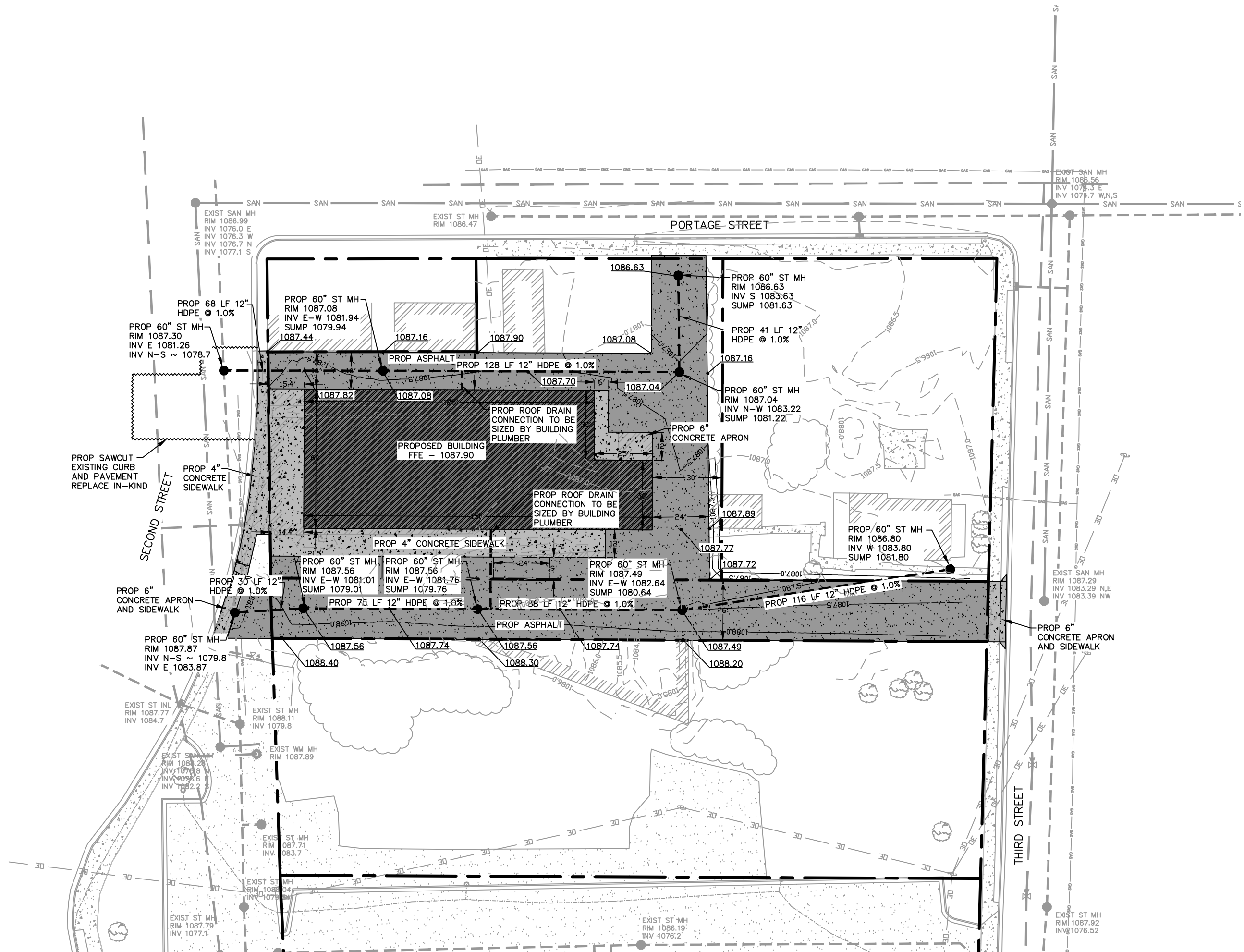
GREAT NORTHERN DISTILLING
CITY OF STEVENS POINT, PORTAGE CO.

SCALE

1" = 40'

SHEET NO.

4



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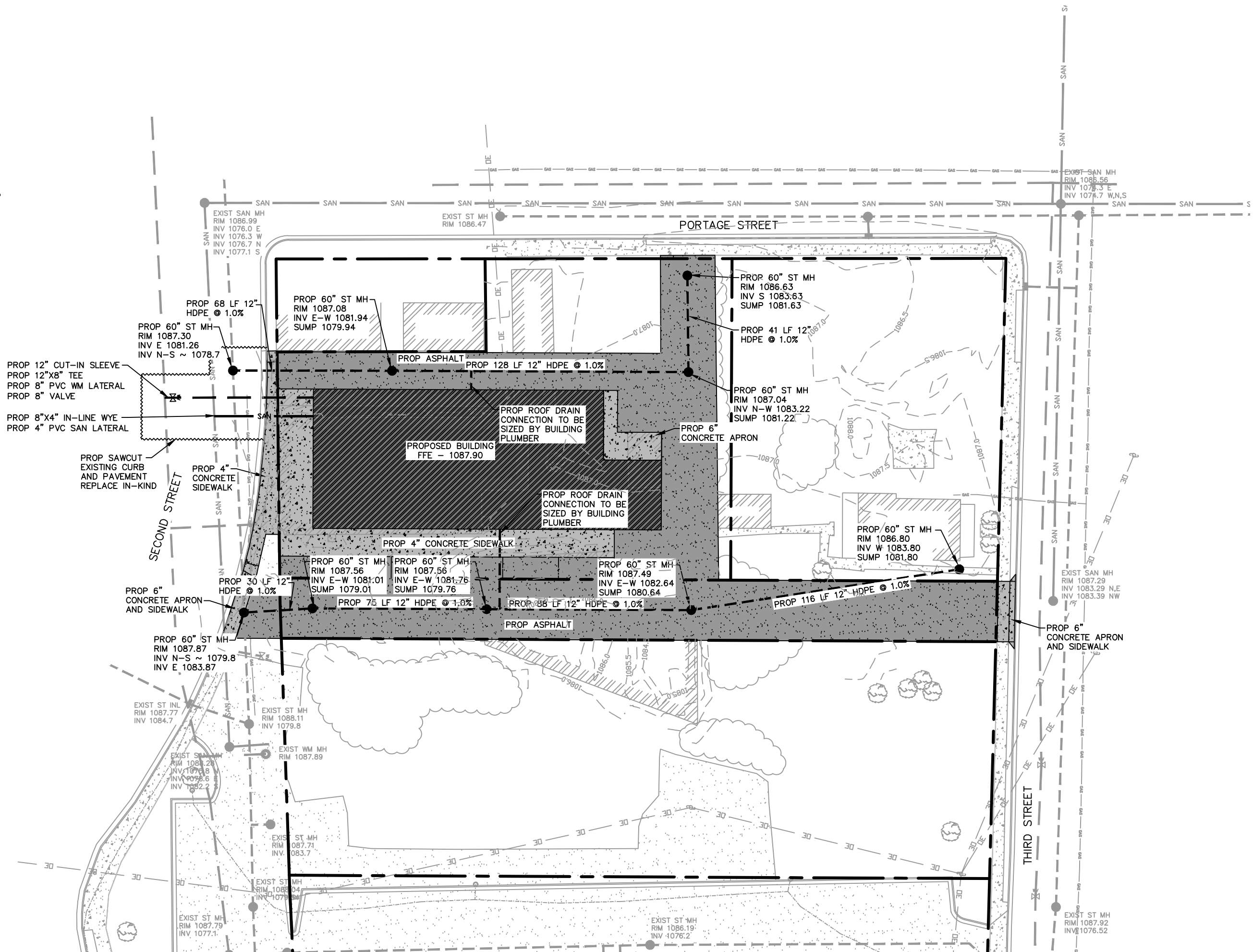
GRADING PLAN
GREAT NORTHERN DISTILLING
CITY OF STEVENS POINT, PORTAGE CO.

SCALE

1" = 40'

SHEET NO.

5



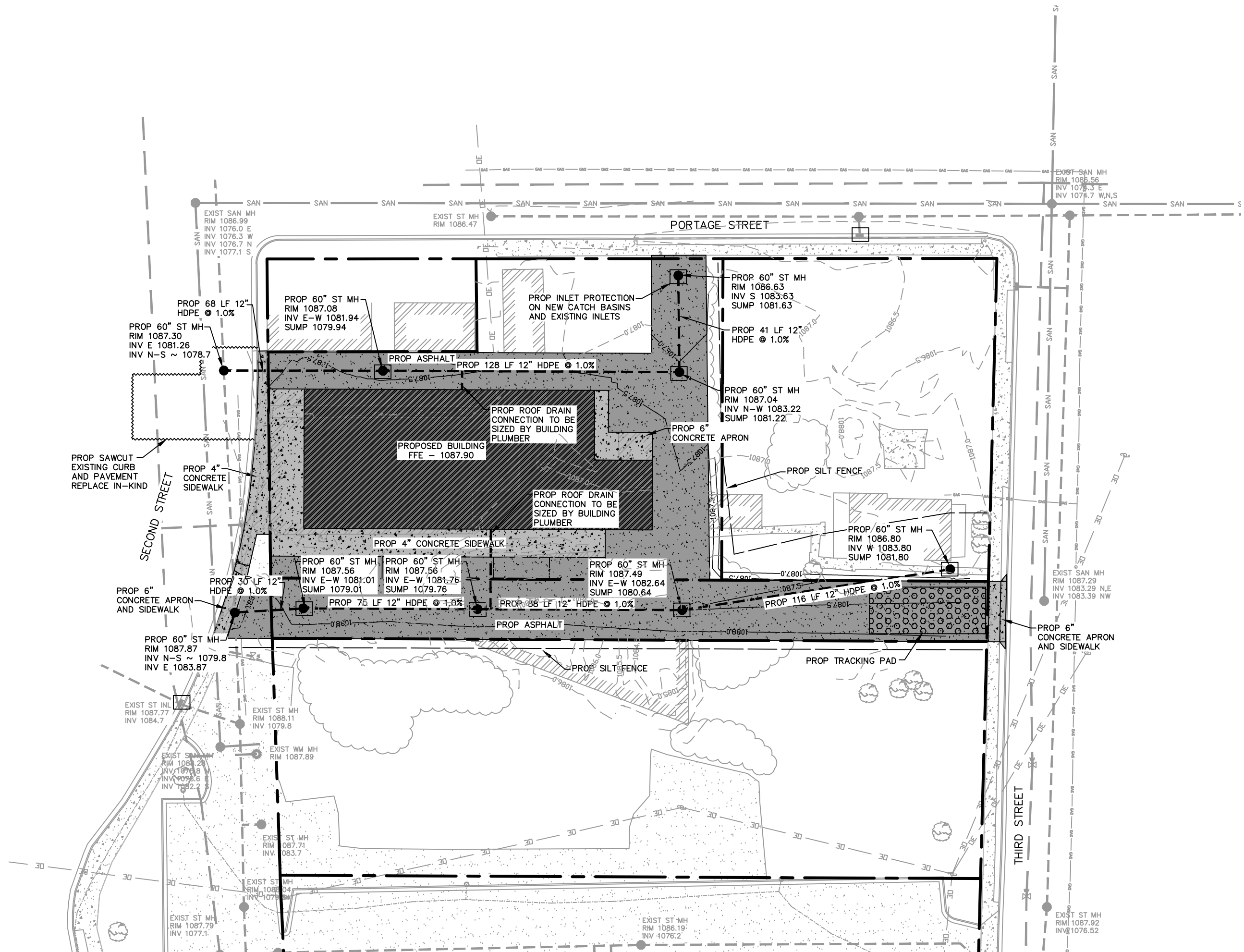
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REVISION DATE

SURVEYED: RIVERSIDE
DESIGNED: MTS
DRAWN BY: NSB
APPROVED: MWT

UTILITY PLAN
GREAT NORTHERN DISTILLING
CITY OF STEVENS POINT, PORTAGE CO.

SCALE
1" = 40'
SHEET NO.
6

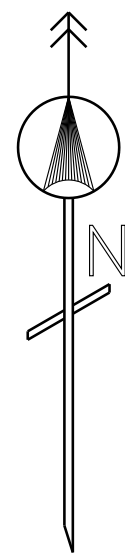
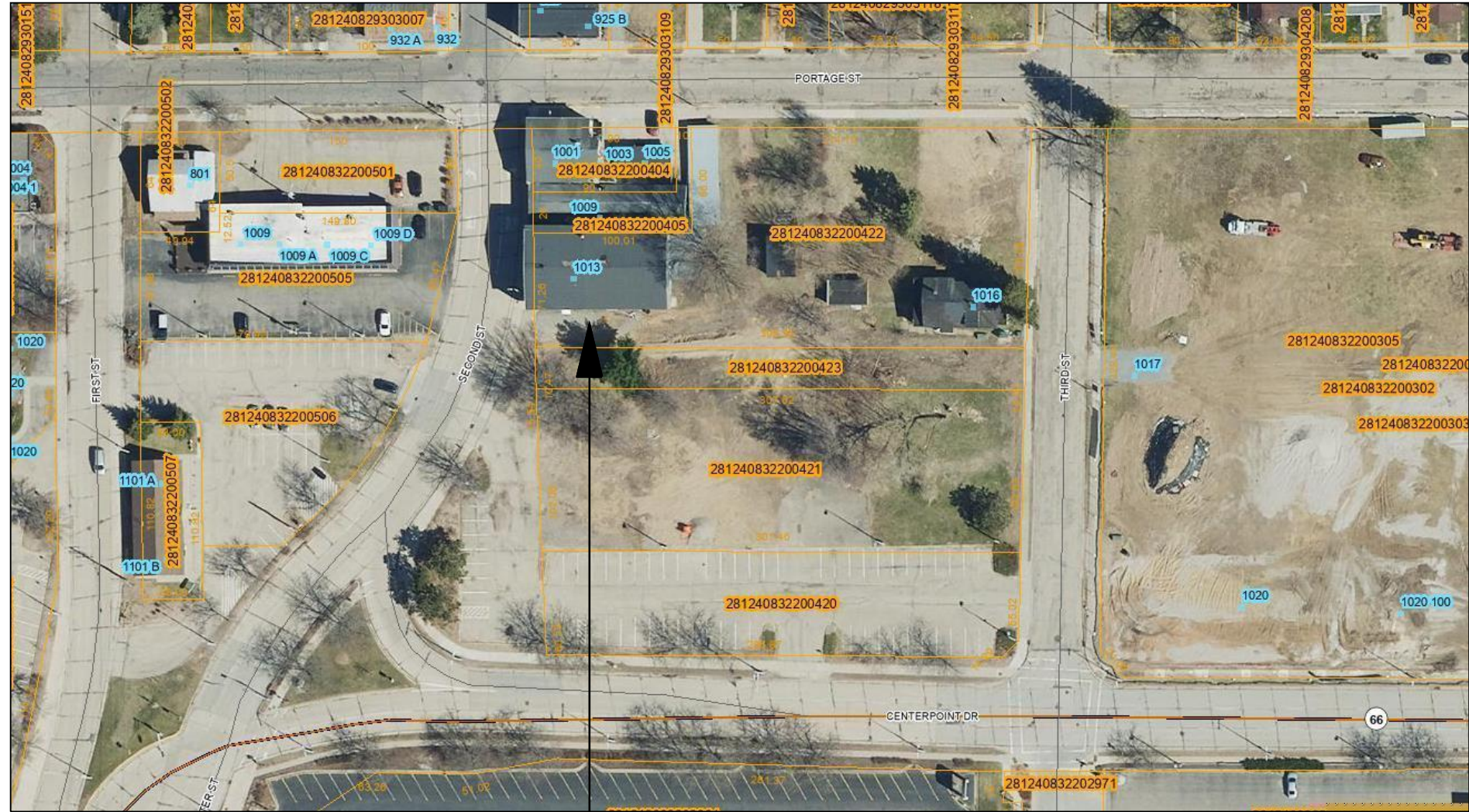


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REVISION DATE
SURVEYED: RIVERSIDE DESIGNED: MTS DRAWN BY: NSB APPROVED: MWT

EROSION CONTROL PLAN
GREAT NORTHERN DISTILLING
CITY OF STEVENS POINT, PORTAGE CO.

SCALE
1" = 40'
SHEET NO.
7



LOCATION MAP

PROJECT SITE:
GOVT LOT 1, SECT. 32, T24N,R8E
NE NW, SECT. 32, T24N,R8E

G.I.S. MAP



GREAT NORTHERN DISTILLING SECOND ST & CENTERPOINT DRIVE STEVENS POINT, WI 54481 PORTAGE COUNTY

OWNER:

GREAT NORTHERN DISTILLING
1740 PARK AVE.
Plover, WI 54467
CONTACT PERSON:
BRIAN CUMMINS
715-544-6551
brian.cummins@distillerypartners.com

PROJECT ENGINEER:

MARK W. THOMPSON P.E.
NICHOLAS S. BANCUK P.E.
MARATHON TECHNICAL SERVICES LLC.
404 FRANKLIN ST.
WAUSAU, WI 54403
(715) 843-7292
mark@mtsllc.net
nick@mtsllc.net

BUILDING INFORMATION:

STREET ADDRESS		SECOND STREET & CENTERPOINT DRIVE		
CITY	STEVENS POINT	STATE	WI	ZIP CODE 54481
COUNTY	PORTAGE			
BUILDING LOCATED IN MUNICIPALITY THAT PERFORMS INSPECTIONS				YES
BUILDING SIZE		8,250 SQ. FT. FIRST FLOOR/		
LENGTH	SEE PLAN	WIDTH	SEE PLAN	EAVE HT. 21'-3" H.S., 16'-9" L.S.
ROOF SLOPE	1.5°/12°	MWRS DATA & APPLIED LOADS:		
LIVE LOAD	20 P.S.F.	IMPORTANCE FACTOR 1.0 EXPOSURE B		
DEAD LOAD	10 P.S.F.	BASIC WINDSPEED 115 MPH		
SNOW LOAD	35 P.S.F.	INTERNAL PRESSURE COEFFICIENT = +/- 0.18 GCpl		
UNBAL. SNOW LOAD	N/A	WALL WIND PRESSURE 16 P.S.F.		
TOTAL LOAD	55 P.S.F.	ROOF VERTICAL PRESSURE -25 P.S.F.		
ROOF INSULATION	R40	WALL INSULATION R30		

2015 IBC SPECIFICATIONS/PARAMETERS:

BUILDING EXEMPT FROM STATE/LOCAL PLAN REVIEW		NO	
BUILDING VOLUME		> 50,000 CUBIC FT.	
SECTION 302 CLASSIFICATION		GROUPS F-1, A-2, H-3	
AREA LIMITATION TABLE 506.2		13,000 SQ. FT. + AREA INCREASE = 22,750 SQ. FT.	
TOTAL ACTUAL AREA		18,960 SQ. FT.	
HEIGHT LIMITATION TABLES 504.3/504.4		2 STORIES ABOVE GRADE PLANE	
TOTAL NUMBER OF FLOORS		1 STORY ABOVE GRADE PLANE + MEZZANINE	
INCIDENTAL (NON-SEPARATED USES)			
DESCRIPTION	AREA	OCCUPANCY	
INCIDENTAL (SEPARATED USES)			
DESCRIPTION	AREA	OCCUPANCY	SEPARATION PROV.
BARREL STORAGE		H-3	3 HOUR
TYPE OF CONSTRUCTION		VB WOOD FRAME UNPROTECTED	
FIRE SUPPRESSION PROVIDED		YES	TYPE NFPA COMPLETE
PLUMBING FACILITIES			
DESCRIPTION	MINIMUM REQ'D.	ACTUAL PROV.	
WATER CLOSETS OR URINALS	1/100 M & F	2M & 1F	
URINAL	PER IPC 419.2	2M	
LAVATORIES	1/100 M & F	2M & 1F	
BATHTUBS / SHOWERS			
DRINKING FOUNTAIN OR BOTTLED WATER	1/400	1	
SERVICE SINK	1	1	

SNOW LOAD CALCULATIONS:

Roof Pitch in Degrees = 1.193° (.25/12)
Balanced Snow Load
 $P_b = (0.7) (C_s) (C_t) (C_d) (G) (S_g)$
 $P_b = (0.7) (1.0) (1.0) (1.0) (50) = 35 \text{ p.s.f.}$
Unbalanced Snow Load per SPS 362.1608 Wisconsin Alternate Standard Evaluation
 $S_u = (S_g) (I_s) (C_u) (C_w) (C_o) (C_d)$
 S_u Not applicable to roof slope < 15° per SPS 362.1608 Table 362.1608-3

AREA INCREASE CALCULATION:

$A_a = A_t \left[\frac{A_1 I_f}{L_{100}} \right] + \left[\frac{A_1 I_f}{100} \right]$
if greater than 500.3
 $I_f = \left[\frac{F}{P} - 0.25 \right] \frac{W}{30}$
 A_a = allowable area per ft. sq. ft.
 A_t = table 503 allowable area
 I_f = area increase per footage % per sec. 506.3
must have > 25% of perimeter with > 20 ft. of public way or open space
 I_u = area increase for sprinkler system 3008
 F = bldg. perim. w/ > 20 ft. public way or open space
 P = perimeter of entire building
 W = minimum width of public way or open space (must be > 20 ft.)
 $W/30$ is a % from 20-30 ft. 1.0 from 30- 60 ft. If bldg. has > 60 ft. of public way or open space, area may be unlimited per sec. 507

DRAWING INDEX

SHEET	DESCRIPTION	SCALE
A1	Site Plan & Drawing Index	1"=30'-0"
A2	Proposed Elevations	1/8" = 1'-0"
A3	Foundation Plan	1/8" = 1'-0"
A4	Proposed First Floor Plan	1/8" = 1'-0"
A4.1	Mezzanine Floor Plan	1/8" = 1'-0"

SECOND ST.

PORTAGE ST.



SITE PLAN

SCALE: 1" = 30'-0"

GENERAL NOTES:

- G.C. SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS, APPROVALS AND PAY ALL FEES WITH THE AGENCY HAVING JURISDICTION PRIOR TO BEGINNING WORK. G.C. SHALL BE RESPONSIBLE FOR OBTAINING ALL INSPECTIONS AND APPROVALS REQUIRED DURING THE COURSE OF THE WORK.
- G.C. AND ALL SUB-CONTRACTORS ARE REQUIRED TO HAVE INSURANCE OF THE TYPES AND LIMITS SPECIFIED BY OWNER, OR AS REQUIRED BY LOCAL AND STATE AGENCIES.
- FIRE PROTECTION (SPRINKLERS IF ANY) TO BE DESIGNED, APPROVED AND INSTALLED TO MEET STATE CODES, SUBMIT SHOP DRAWINGS TO OWNER TO FORWARD TO LANDLORD PRIOR TO INSTALLATION.
- G.C. SHALL NOTIFY ENGINEERS OF ANY ERRORS OR INCONSISTENCIES PRIOR TO COMMENCING WORK.
- DIMENSIONS GOVERN OVER DRAWINGS- DO NOT SCALE DRAWINGS.
- DIMENSIONS ARE FINISH ROUGH UNFINISHED UNLESS OTHERWISE NOTED.
- G.C. SHALL CLEAN WORK AREA ON DAILY BASIS AS TO NOT ACCUMULATE DEBRIS UPON PROJECT COMPLETION CONTRACTOR TO CLEAN WORK AREA THOROUGHLY AND DELIVER BUILDING IN CLEAN CONDITION ALLOWING FOR IMMEDIATE OPERATION.
- ALL WORK SHALL BE PERFORMED TO THE HIGHEST INDUSTRY STANDARDS FOR QUALITY WORKMANSHIP. ALL MATERIALS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS AND RECOMMENDATIONS.
- G.C. SHALL BE RESPONSIBLE FOR JOB SAFETY, AND SHALL TAKE ALL PRECAUTIONS TO SECURE SAFETY OF WORKERS AND OCCUPANTS AT ALL TIMES.
- G.C. AND SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR AND REPLACE ANY FAULTY, IMPROPER OR INFERIOR MATERIALS OR WORKMANSHIP WHICH SHALL APPEAR WITHIN A SPECIFIC COMPONENT AFTER THE COMPLETION AND ACCEPTANCE OF THE WORK UNDER THE CONTRACT FOR A PERIOD OF NOT LESS THAN 1 YEAR FROM DATE OF SUBSTANTIAL COMPLETION AND ACCEPTANCE OF THE WORK.
- G.C. SHALL PROVIDE AND INSTALL REQUIRED ROOF OPENING FRAMING FOR SCHEDULED HVAC & EXHAUST UNITS. FOR STRUCTURAL SUPPORT OF EQUIPMENT & SUPPORT OF ROOF OPENINGS.
- CONSTRUCTION EQUIPMENT AND MATERIALS ARE TO BE LOCATED ONLY IN OWNERS PROPERTY AND VEHICULAR TRAFFIC IS TO BE TO AND FROM THE BUILDING AS DIRECTED BY THE OWNER.
- G.C. AND SUB-CONTRACTORS SHALL CONDUCT A SITE VISIT WITH OWNER AND VERIFY EXISTING CONDITIONS PRIOR TO BID AND COMMENCEMENT OF CONSTRUCTION.
- CONSTRUCTION MAY NOT COMMENCE UNTIL:
 - PRE-CONSTRUCTION MEETING HAS BEEN ATTENDED.
 - SIGNED ACKNOWLEDGEMENT OF OWNER/CONTRACTOR RULES AND REGULATIONS.
 - OWNER APPROVED WORKING DRAWINGS.
 - LOCAL BUILDING PERMIT.
 - ACCEPTABLE CERTIFICATES OF INSURANCE VERIFIED.
 - ALL OTHER OWNER REQUIREMENTS ARE MET.

Design / Build Services Provided by



CALL 811 OR 800-242-8511
MIN. 3 DAYS PRIOR TO ANY EXCAVATION WORK



715-454-6681 WWW.WANTA.COM



WANTA & SON INC.
172943 C.TY. RD. C
HATLEY, WI 54440
715-454-6681



Consulting
Engineers

Marathon Technical Services LLC
404 Franklin Street
Wausau, WI 54403
Phone & Fax (715) 843-7292
www.mtsllc.net

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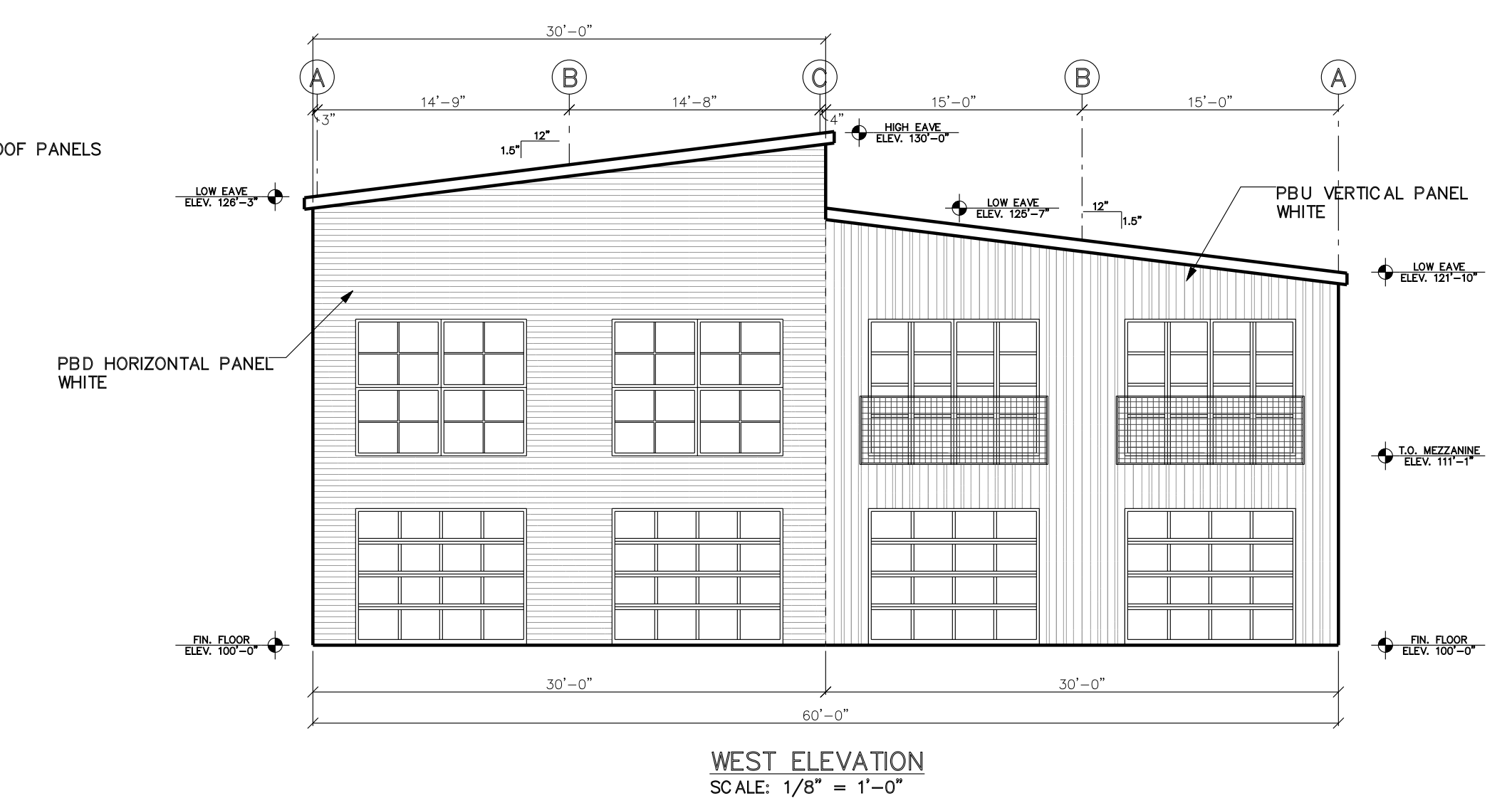
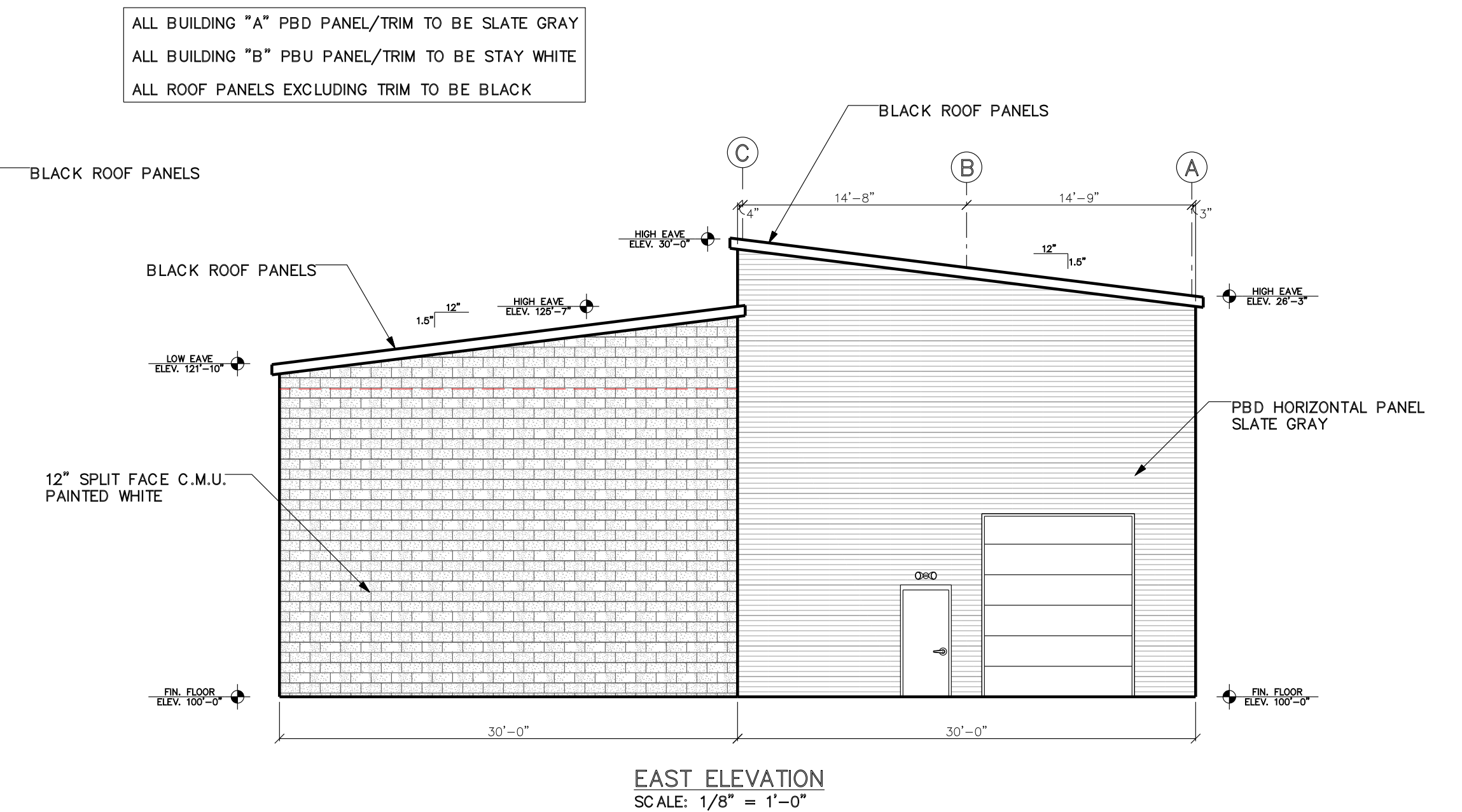
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DESIGNED MTS
DRAWN BY P.J.V.
APPROVED N.S.B.

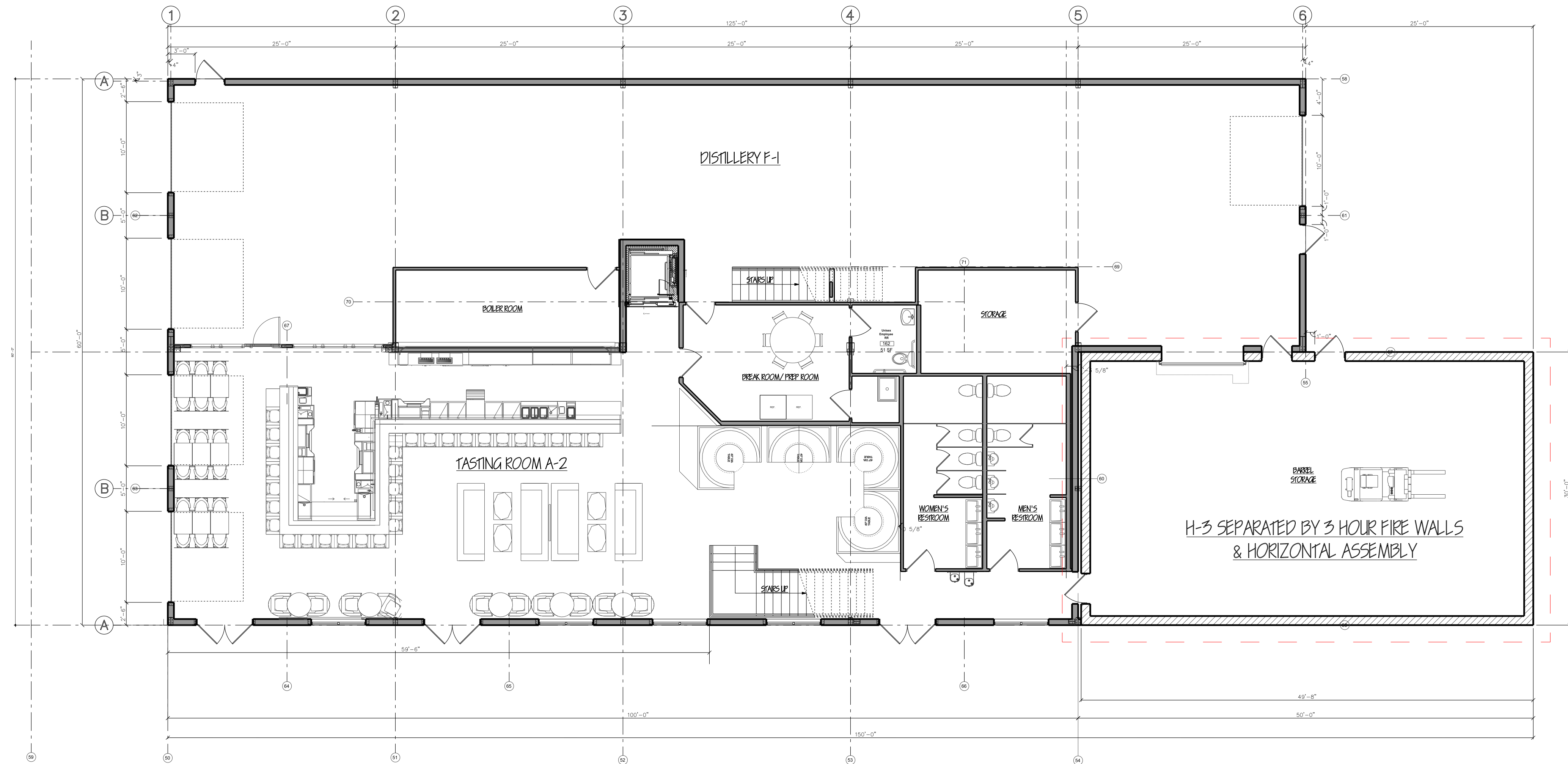
SITE PLAN & DRAWING INDEX
GREAT NORTHERN DISTILLING
SECOND STREET & CENTERPOINT DRIVE
STEVENS POINT, WI 54481

1" = 30'-0"
(24 X 36)

SHEET NO.

AI





PROPOSED FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

Design / Build Services Provided by



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172943 C.TY. RD. C
HATLEY, WI 54440
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MTS
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Engineers

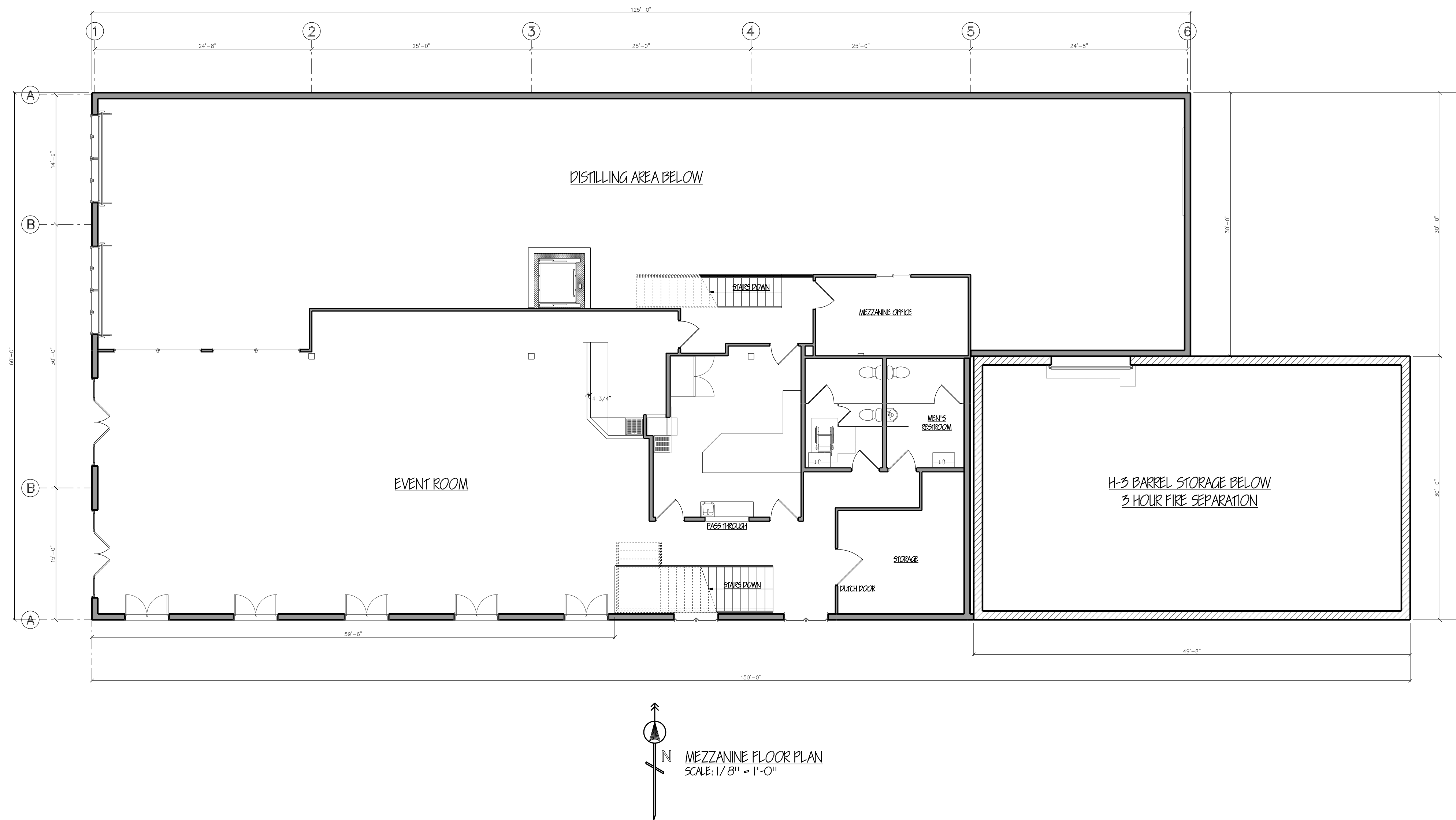
Marathon Technical Services LLC
404 Franklin Street
Wausau, WI 54403
Phone & Fax (715) 843-7292
www.mtsllc.net

Marathon Technical Services LLC
404 Franklin St.
Wausau, WI 54403
Phone & Fax (715) 843-7292
www.mtsllc.net

SURVEYED OTHERS
DESIGNED BY: MTS
DRAWN BY: P.L.V.
APPROVED: N.S.B.

PROPOSED FIRST FLOOR PLAN
DEAN LORHEN PSELLING
SEVERA POINT, WI 54481

1/8" = 1'-0"
(ARCH D)
SHEET NO.
A4



Design / Build Services Provided by



WANTA & SON INC.
172943 C.TY. RD. C
HATLEY, WI 54440
715-454-6681

MTS
Consulting
Engineers

Marathon Technical Services LLC
404 Franklin Street
Wausau, WI 54403
Phone & Fax (715) 843-7292
www.mtsllc.net

PROPOSED SECOND FLOOR PLAN

DEAN LORREN DISTILLING
SEVERAS POINT, WI 54483

SURVEYED OTHERS
DESIGNED MTS
DRAWN BY: P.L.V.
APPROVED: N.S.B.

REVISION DATE

09/28/2021

Marathon Technical Services LLC
404 Franklin St.
Wausau, WI 54403
Phone & Fax (715) 843-7292
www.mtsllc.net

1/8" = 1'-0"

(ARCH D)

SHEET NO.

A5



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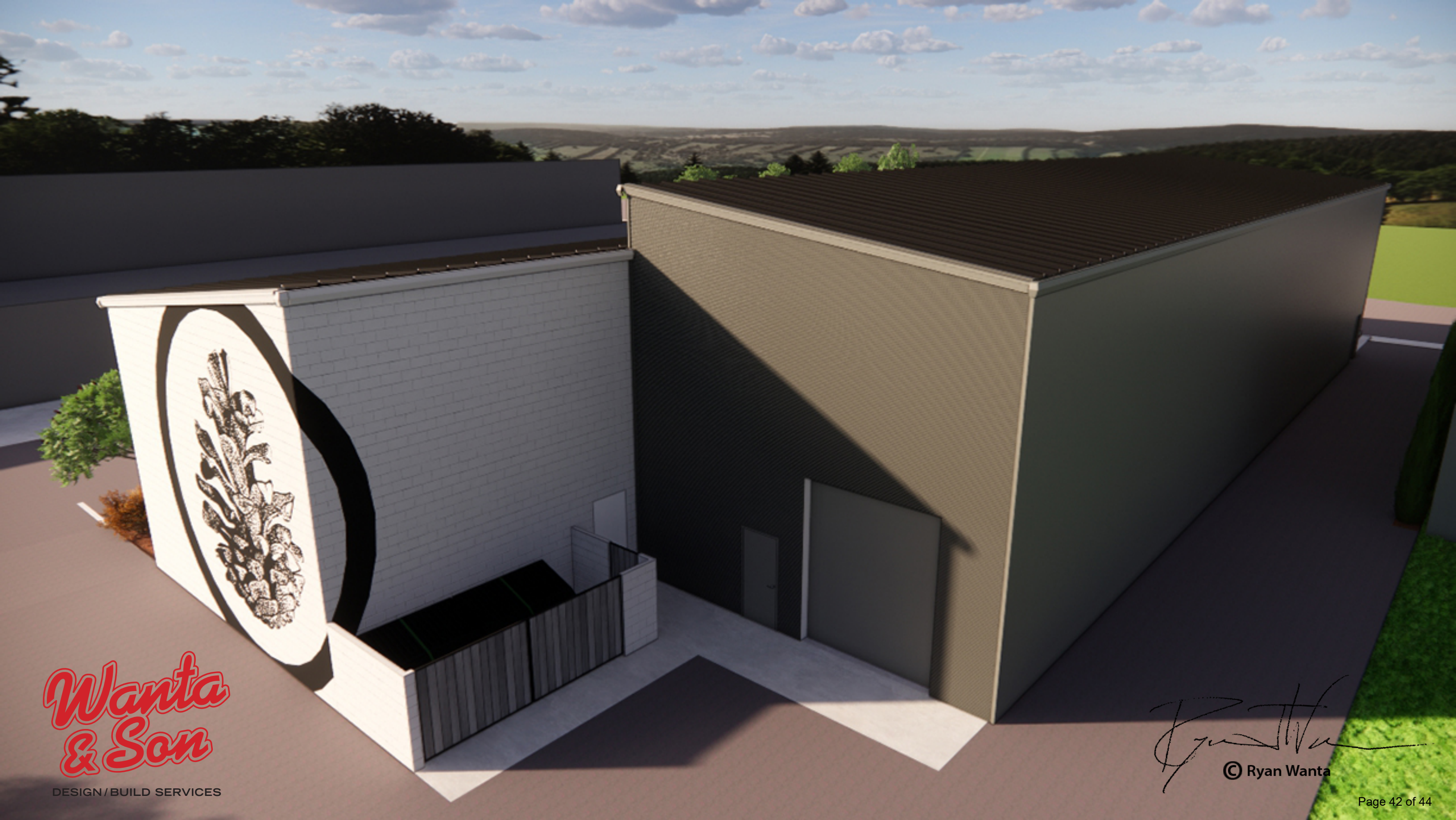


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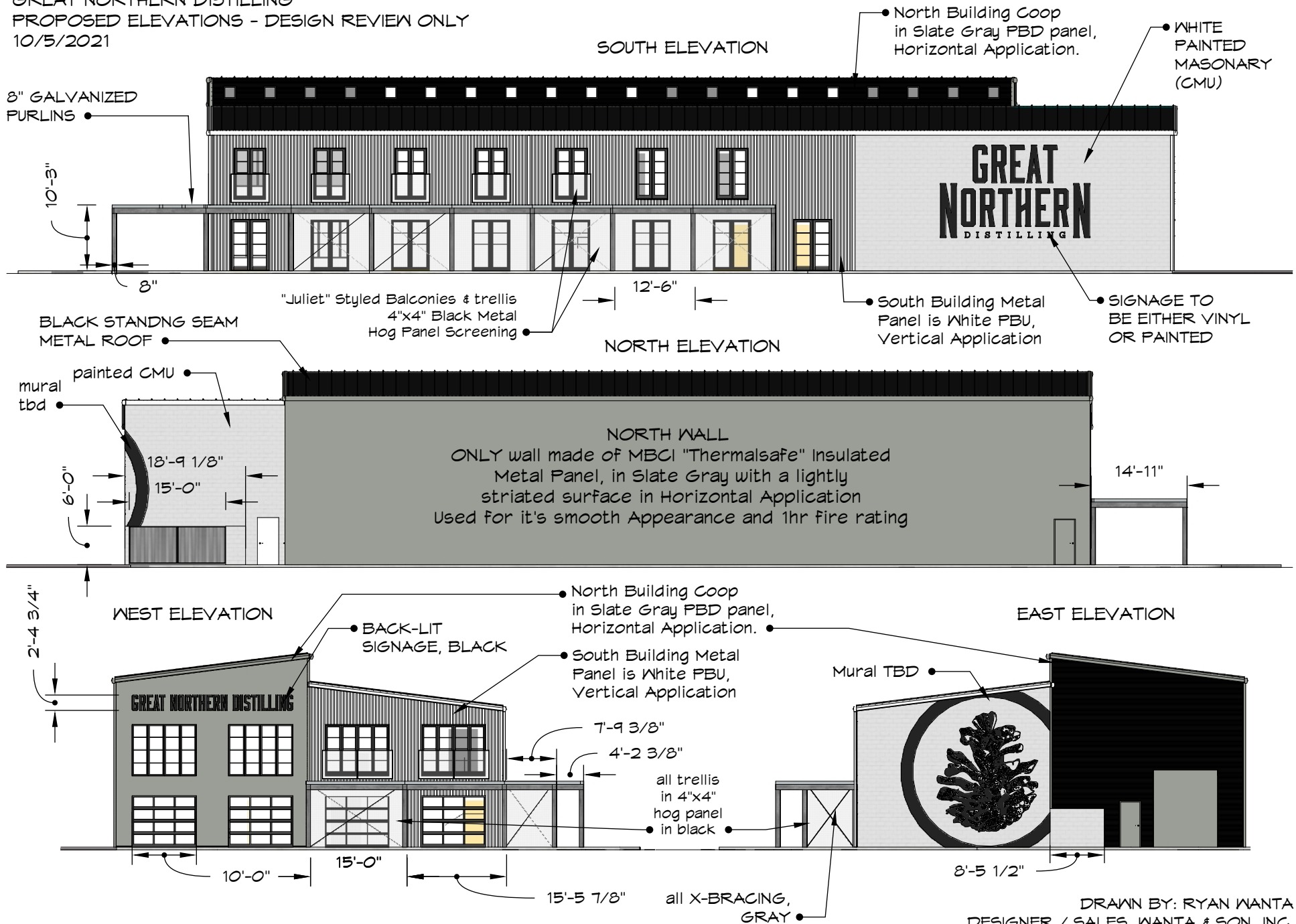


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GREAT NORTHERN DISTILLING
PROPOSED ELEVATIONS - DESIGN REVIEW ONLY
10/5/2021



SHOWN TO SCALE: 1" = 20'-0"

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EXHIBIT F

Schedule