

**AGENDA**  
**REDEVELOPMENT AUTHORITY FOR THE CITY OF SUPERIOR**  
**SUPERIOR, WISCONSIN**  
**Tuesday, August 1, 2017**  
**2:00 p.m. – Government Center Board Room 204**

**ROLL CALL**

**APPROVAL OF MINUTES**            April 12, 2017

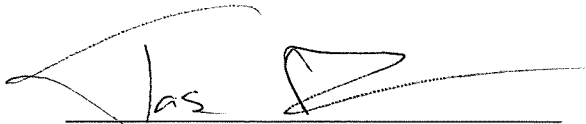
**ELECTION OF OFFICERS**

**NEW BUSINESS**

1. Resolution of the Redevelopment Authority of the City of Superior, Wisconsin, Approving an Assignment and Assumption of Development Agreement Among P & R Plumbing and Heating, LLC, P & R Properties Twin Ports, LLC and ONYX of Superior, LLC
  - a. Assignment and Assumption
  
2. Resolution of the Redevelopment Authority of the City of Superior, Wisconsin, Approving an Amendment to Development Agreement with P & R Plumbing and Heating, Inc. and ONYX of Superior, LLC
  - a. Amendment to Development Agreement

**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 July 27, 2017.

**REDEVELOPMENT AUTHORITY FOR THE CITY OF SUPERIOR**  
**MEETING MINUTES**  
**Wednesday, April 12, 2017**

The Redevelopment Authority for the City of Superior meeting was called to order by Executive Director Serck at 2:00 p.m. in the Government Center Conference Room 204.

**ROLL CALL**

Members present: Mike Herrick, Kevin Norbie, Rod Campbell, Mike McCoshen, Anne Porter, Andy Lisak (via phone)

Members excused: Mayor Hagen

Staff present: Jason Serck, Allison Johnson, Bob Toftey

Others present: Ryan Nelson, Pete Popavich, Shelley Nelson, Mayor-Elect Jim Paine

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

**APPROVAL OF MINUTES**

**MOTION by Board Member Norbie, seconded by Herrick, and carried, to approve the minutes of February 24, 2017.**

**NEW BUSINESS**

1. Public Hearing
  - a. 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 P & R Plumbing and Heating, Inc. and P & R Properties Twin Ports, LLC

Serck introduced the project and showed some elevations and floor plans for the building. It is to be a market rate, 54-unit apartment building consisting of one and two bedroom units. It will be five stories tall and include heated, indoor parking on the first floor. The Redevelopment Authority is selling the property to P & R Plumbing and Heating for \$157,700.

Ryan Nelson, of P & R Plumbing and Heating further described their proposed project. The rental rate for the units will be approximately \$1,000 and \$1,200 for the one and two bedroom units, respectively. Amenities provided include open floor plans, storage space, 9' ceilings, private balconies, laundry and dishwashers all within the units as well as communal party rooms, fitness rooms, secured entry, and heated parking at an additional monthly rate.

Bob Toftey, of Fryberger, Buchanan & Smith, spoke about the Development Agreement and the Cooperation Agreement. This project is expected to be a \$6.5-7 million dollar investment for P & R Plumbing. The Redevelopment Authority is

selling the property but the sale will not be final until proof of financing and construction plans are in place. Upon completion of the project the City of Superior (from the Development Fund) and the Redevelopment Authority will each contribute a \$125,000 grant to reimburse the developers, totaling \$250,000. Construction is to commence by August 1, 2017 and be completed by the end of 2018.

Serck opened the public hearing for consideration of 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 P & R Plumbing and Heating, Inc. and P & R Properties Twin Ports, LLC. No one spoke in favor of or opposition to the resolution. Serck closed the public hearing

**MOTION by Board Member Herrick, seconded by Norbie, 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 P & R Plumbing and Heating, Inc. and P & R Properties Twin Ports, LLC.**

#### **OTHER BUSINESS**

#### **ADJOURNMENT**

**The meeting adjourned at 2:30 p.m.**

Respectfully Submitted by:  
Allison Johnson  
Planning Technician

Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF SUPERIOR, WISCONSIN, APPROVING AN ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT AMONG P & R PLUMBING AND HEATING, LLC, P & R PROPERTIES TWIN PORTS, LLC AND ONYX OF SUPERIOR, LLC**

WHEREAS, under and pursuant to the provisions of Wisconsin Statutes, Section 66.1333 (the "Act"), the Redevelopment Authority of the City of Superior, Wisconsin (the "Authority"), was created to carry out blight elimination, slum clearance and urban renewal programs and projects, as set forth in the Act; and

WHEREAS, P & R Plumbing and Heating, Inc. ("P & R Plumbing") and P & R Properties Twin Ports, LLC ("P & R Properties") entered into a Development Agreement dated April 19, 2017 (the "Development Agreement"), the Authority pursuant to which P & R Properties agreed to purchase the Property located in the City of Superior, Douglas County, State of Wisconsin and more particularly described on Exhibit A attached hereto, and P & R Plumbing and P & R Properties agreed to construct the Improvements, all as described in the Development Agreement; and

WHEREAS, it is the intention of P & R Properties and ONYX of Superior, LLC ("ONYX") that by the execution and delivery of the Assignment and Assumption, subject to the consent and approval of the Authority, P & R Properties will assign to ONYX and ONYX will assume and will pay, perform and discharge as and when due, all of the obligations of P & R Properties under the Development Agreement, including the acquisition of the Property by ONYX from the Authority and the construction of the Improvements; and

WHEREAS, the terms and conditions of the assignment and assumption are set forth in the Assignment and Assumption proposed to be entered into among P & R Plumbing, P & R Properties and ONYX and consented to by the Authority (the "Assignment"), the form of which is on file in the office of the Executive Director of the Authority.

NOW, THEREFORE, BE IT RESOLVED, the form of Assignment, as presented to the Board, is approved. The Chair and Executive Director of the Authority are authorized and directed in the name and on behalf of the Authority to execute the Consent and Approval attached to the Assignment, with such changes as do not materially change the substance thereof as the Executive Director shall deem necessary and appropriate.

Adopted: August 1, 2017.

\_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
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.

## ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (this "Assignment and Assumption") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by and among P & R PLUMBING AND HEATING, INC., a Minnesota corporation ("P & R Plumbing"), P & R PROPERTIES TWIN PORTS, LLC, a Minnesota limited liability company ("P & R Properties"), and ONYX OF SUPERIOR, LLC, a Wisconsin limited liability company ("ONYX").

### WITNESSETH:

WHEREAS, P & R Plumbing and P & R Properties entered into a Development Agreement dated April 19, 2017 (the "Development Agreement"), with the Redevelopment Authority of the City of Superior, Wisconsin (the "Authority"); pursuant to which P & R Properties agreed to purchase the Property located in the City of Superior, Douglas County, State of Wisconsin and more particularly described on Exhibit A attached hereto, and P & R Plumbing and P & R Properties agreed to construct the Improvements, all as described in the Development Agreement.

WHEREAS, it is the intention of P & R Properties and ONYX that by the execution and delivery of this Assignment and Assumption, subject to the consent and approval of the Authority, P & R Properties will assign to ONYX and ONYX will assume and will pay, perform and discharge as and when due, all of the obligations of P & R Properties under the Development Agreement, including the acquisition of the Property by ONYX from the Authority and the construction of the Improvements.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, P & R Properties and ONYX agree as follows:

1. Assignment. P & R Properties, as Developer under the Development Agreement, sells, conveys, assigns, transfers and delivers to ONYX, as of the date hereof, all of P & R Properties' right, title and interest in and to, as the Developer, the Development Agreement.

2. Assumption. ONYX hereby assumes and agrees to pay, perform, discharge and honor as and when due all liabilities and obligations of P & R Properties, as Developer, under the Development Agreement.

3. Binding Effect. This Assignment and Assumption and all of the provisions hereof shall be binding upon P & R Properties and its successors and permitted assigns and shall inure to the benefit of ONYX and its successors and permitted assigns. P & R Plumbing hereby approves such assignment and assumption.

4. Governing Law. The validity, interpretation and effect of this Assignment shall be governed by, construed and interpreted in accordance with the internal laws of the State of Wisconsin, without giving effect to the principles of conflicts of law thereof.

5. Counterparts. This Assignment and Assumption may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment and Assumption has been duly executed and delivered by the parties hereto as of the date first above written.

P & R PLUMBING AND HEATING, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

P & R PROPERTIES TWIN PORTS, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

ONYX OF SUPERIOR, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

This instrument was drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.  
302 West Superior Street, Suite 700  
Duluth, MN 55802

## EXHIBIT A

### Legal Description

West 65 feet 4 inches of Lots 26, 27 & 28, Block 144, Burhan's Addition to West Superior, As such lots remain after the widening of Lamborn (Now Grand) Avenue as condemned by City Ordinance recorded in Volume G of Agreements Page 556 (Which reduced the length of said Lots), all in the City of Superior, Douglas County, Wisconsin.

**Tax Parcel Code: Parcel 05-805-02377-00**

Lots 6, 7 and Fractional 8, Block 260, West Superior 13<sup>th</sup> Division, in the City of Superior, Douglas County, Wisconsin.

**Tax Parcel Code: Parcel 05-805-00270-00**

Lots 1 thru 5, Block 260, West Superior 13<sup>th</sup> Division, City of Superior, Douglas County, Wisconsin.

**Tax Parcel Code: 05-805-00264-00**

Lots 23 thru 28, except the West 65 feet 4 inches of Lots 26, 27 & 28, Block 144, Burhan's Addition to West Superior, City of Superior, Douglas County, Wisconsin.

**Tax Parcel Code: 05-805-02374-00**

Fractional Lots 23 thru 28, Block 260, West Superior 13<sup>th</sup> Division, City of Superior, Douglas County, Wisconsin.

**Tax Parcel Code: 05-805-00275-00**



**CONSENT AND APPROVAL**

The Redevelopment Authority of the City of Superior, Wisconsin, hereby joins in the foregoing Assignment and Assumption for the sole purpose of evidencing its consent to and approval of the assignment by P & R Properties to and the assumption by ONYX of the Development Agreement and the rights, benefits, and obligations thereunder as provided by the terms of the Assignment and Assumption.

IN WITNESS WHEREOF, the Redevelopment Authority of the City of Superior, Wisconsin duly executed this Consent and Approval on the \_\_\_ day of \_\_\_\_\_, 2017.

REDEVELOPMENT AUTHORITY OF THE  
CITY OF SUPERIOR, WISCONSIN

By \_\_\_\_\_  
Its Chair

By \_\_\_\_\_  
Its Executive Director

Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF SUPERIOR, WISCONSIN, APPROVING AN AMENDMENT TO DEVELOPMENT AGREEMENT WITH P & R PLUMBING AND HEATING, INC. AND ONYX OF SUPERIOR, LLC**

WHEREAS, under and pursuant to the provisions of Wisconsin Statutes, Section 66.1333 (the “Act”), the Redevelopment Authority of the City of Superior, Wisconsin (the “Authority”), was created to carry out blight elimination, slum clearance and urban renewal programs and projects, as set forth in the Act;

WHEREAS, the Authority, P & R Plumbing and P & R Properties Twin Ports, LLC (“P & R Properties”) entered into a Development Agreement dated as of April 19, 2017 (the “Original Agreement”) pursuant to which P & R Properties expressed an interest in purchasing real property located in the Blaine-Central Project Area and legally described in **Exhibit A** attached hereto (the “Property”) and the P & R Plumbing and P & R Properties proposed to construct the Improvements, all as described in the Original Agreement; and

WHEREAS, P & R Properties and ONYX of Superior, LLC (“ONYX”) entered into an Assignment and Assumption dated as of August 1, 2017, which was consented to and approved by the Authority, pursuant to which P & R Properties assigned to ONYX and ONYX assumed and will pay, perform and discharge as and when due, all of the obligations of P & R Properties under the Original Agreement, including the acquisition of the Property by ONYX from the Authority and the construction of the Improvements; and

WHEREAS, P & R Plumbing and ONYX (the “Company”) and the Authority desire to amend the Original Agreement by this Amendment to revise the definition of Developer, amend the conditions precedent, amend the form of Certificate of Completion and schedule for constructing the Improvements; and

WHEREAS, the terms and conditions of the amendment to the Original Agreement are set forth in the Amendment to Development Agreement proposed to be entered into between the Authority and the Company (the “Amendment”), the form of which is on file in the office of the Executive Director of the Authority.

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

Adopted: August 1, 2017.

\_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
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

### PROPERTY LEGAL DESCRIPTION

West 65 feet 4 inches of Lots 26, 27 & 28, Block 144, Burhan's Addition to West Superior, As such lots remain after the widening of Lamborn (Now Grand) Avenue as condemned by City Ordinance recorded in Volume G of Agreements Page 556 (Which reduced the length of said Lots), all in the City of Superior, Douglas County, Wisconsin.

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Lots 1 thru 5, Block 260, West Superior 13<sup>th</sup> Division, City of Superior, Douglas County, Wisconsin.

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Lots 23 thru 28, except the West 65 feet 4 inches of Lots 26, 27 & 28, Block 144, Burhan's Addition to West Superior, City of Superior, Douglas County, Wisconsin.

**Tax Parcel Code: 05-805-02374-00**

Fractional Lots 23 thru 28, Block 260, West Superior 13<sup>th</sup> Division, City of Superior, Douglas County, Wisconsin.

**Tax Parcel Code: 05-805-00275-00**

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*DRAFT: July 25, 2017*

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**AMENDMENT TO  
DEVELOPMENT AGREEMENT**

**BY AND AMONG**

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

**AND**

**P & R PLUMBING AND HEATING, INC.**

**AND**

**ONYX OF SUPERIOR, LLC**

**DATED AS OF AUGUST 2, 2017**

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**AMENDMENT TO  
DEVELOPMENT AGREEMENT**

This Amendment to Development Agreement is made and entered into as of August 2, 2017, by and among the REDEVELOPMENT AUTHORITY OF THE CITY OF SUPERIOR, WISCONSIN (the "Authority"), P & R PLUMBING AND HEATING, INC., a Minnesota corporation ("P & R Plumbing") and ONYX OF SUPERIOR, LLC, a Wisconsin limited liability company ("ONYX" or the "Developer") (P & R Plumbing and ONYX are collectively herein referred to as the "Company").

R E C I T A L S:

WHEREAS, the Company has proposed development within the Blaine-Central Project Area (the "Project Area") which the Authority has determined will promote and carry out the development objectives of the City of Superior (the "City") and provide additional employment opportunities within the City; and

WHEREAS, the Authority, P & R Plumbing and P & R Properties Twin Ports, LLC ("P & R Properties") entered into a Development Agreement dated as of April 19, 2017 (the "Original Agreement") pursuant to which P & R Properties expressed an interest in purchasing real property located in the Project Area and legally described in **Exhibit A** attached hereto (the "Property") and the P & R Plumbing and P & R Properties proposed to construct the Improvements, all as described in the Original Agreement; and

WHEREAS, P & R Properties and ONYX of Superior, LLC ("ONYX") entered into an Assignment and Assumption dated as of August 1, 2017, which was consented to and approved by the Authority, pursuant to which P & R Properties assigned to ONYX and ONYX assumed and will pay, perform and discharge as and when due, all of the obligations of P & R Properties under the Original Agreement, including the acquisition of the Property by ONYX from the Authority and the construction of the Improvements; and

WHEREAS, due to conditions beyond the Company's control, the construction of the Improvements has been delayed; and

WHEREAS, the Company and the Authority desire to amend the Original Agreement by this Amendment to revise the definition of Developer, amend the conditions precedent, amend the form of Certificate of Completion and schedule for constructing the Improvements; and

NOW, THEREFORE, in consideration of the promises and mutual obligations of the parties contained herein, the following provisions of the Original Agreement are amended as follows:

Section 1. The definition of "Developer" in Section 1.01 is amended to read as follows:

"Developer" means ONYX of Superior, LLC, a Wisconsin limited liability company, or its successors or permitted assigns under this Agreement.

Section 2. Section 2.02A. is amended to read as follows:

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

A. The Developer is a Wisconsin 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 organizational documents 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.

Section 3. The last paragraph of Section 3.02 is amended to read as follows:

The Company agrees that if, by October 6, 2017, the conditions precedent provided hereinabove are not satisfied, the Authority shall have no obligation under this Agreement to convey the Property to the Developer.

Section 4. The first paragraph of Section 4.02 is amended to read as follows:

3.02 Commencement and Completion of Construction. Subject to Unavoidable Delays, the Company shall commence construction of the Improvements on the Property: (a) by November 1, 2017; 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, 2018. 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.

Section 5. Section 8.01A. is amended to read as follows:

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

P & R Plumbing and Heating, Inc.  
ONYX of Superior, LLC  
2306 West Superior Street  
Duluth, MN 55806  
Attention: Ryan Nelson

Section 6. Exhibit D to the Original Agreement is amended as follows:

EXHIBIT D  
SCHEDULE

Activity Required	Date
Authority delivers Deed	September 15, 2017

Activity Required	Date
Construction Plans Approved	September 15, 2017
Company commences construction of Improvements	November 1, 2017
Completion of Private Improvements	December 31, 2018
Authority signs Certificate of Completion	January 2019

Section 7. Except as set forth above, the terms and provisions of the Original Agreement shall remain in full force and effect.

Section 8. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given them in the Original Agreement.

*(remainder of page left blank intentionally)*



IN WITNESS WHEREOF, the Authority has caused this Amendment to Development Agreement to be duly executed in its name and behalf and its seal to be hereunto duly affixed and the Company has caused this Amendment to Development 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

P & R PLUMBING TWIN PORTS, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

ONYX OF SUPERIOR, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

EXHIBIT A

**EXHIBIT A  
of Development Agreement  
Property Legal Description**

West 65 feet 4 inches of Lots 26, 27 & 28, Block 144, Burhan's Addition to West Superior, As such lots remain after the widening of Lamborn (Now Grand) Avenue as condemned by City Ordinance recorded in Volume G of Agreements Page 556 (Which reduced the length of said Lots), all in the City of Superior, Douglas County, Wisconsin.

**Tax Parcel Code: Parcel 05-805-02377-00**

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Fractional Lots 23 thru 28, Block 260, West Superior 13<sup>th</sup> Division, City of Superior, Douglas County, Wisconsin.

**Tax Parcel Code: 05-805-00275-00**

EXHIBIT B

**Exhibit C  
to Development Agreement  
Form Certificate of Completion**

**CERTIFICATE OF COMPLETION**

WHEREAS, by a Development Agreement (the "Agreement") dated as of April 19, 2017, as assigned and amended, entered into by and between the Redevelopment Authority of the City of Superior, Wisconsin (the "Authority"), P & R Plumbing and Heating, Inc. ("P & R Plumbing") and ONYX of Superior, LLC ("the Developer"), (P & R Plumbing and the Developer 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:

**P & R PLUMBING AND HEATING, INC.**

By \_\_\_\_\_  
Its \_\_\_\_\_

**ONYX OF SUPERIOR, LLC**

By \_\_\_\_\_  
Its \_\_\_\_\_

**UPON ISSUANCE OF THE CERTIFICATE OF COMPLETION, A COPY OF THE  
CERTIFICATE SHOULD BE PROVIDED TO:**

Superior Choice Credit Union  
Attn: Joye Bedard, Vice President-Commercial Lending  
2817 Tower Avenue  
Superior, WI 54880

**Exhibit A  
to Certificate of Completion**

**PROPERTY LEGAL DESCRIPTION**

West 65 feet 4 inches of Lots 26, 27 & 28, Block 144, Burhan's Addition to West Superior, As such lots remain after the widening of Lamborn (Now Grand) Avenue as condemned by City Ordinance recorded in Volume G of Agreements Page 556 (Which reduced the length of said Lots), all in the City of Superior, Douglas County, Wisconsin.

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