



SMITH+HOWARD
CPAs and Advisors

OFFICE OF CITY CLERK
FILED

JAN 30 2023

January 24, 2023

City of Appleton
100 N. Appleton Street
Appleton, WI 54911
Attn: Kami Lynch

APPLETON, WISCONSIN

Dear Kami,

We are writing this memo to inform you of the unlawful claim that we would like to file for Parcel # 31199121910 located at 3120 North Marshall Rd. This location has been closed since July 13, 2019. Attached please find the payment for the 2022 taxes and a copy of the lease agreement showing the terms of the lease on the property. We are requesting a refund for the 2022 taxes paid. The following is summary of the requested refund:

- Parcel # 31199121910
- 2022 Tax Paid: \$43.74
- Amount of Refund: \$43.74

If you have any questions, please contact me at 954.203.1776.

Respectfully,

Shawn Schaffman
Manager, Property Tax
Smith & Howard, PC

SIXTH AMENDMENT TO LEASE AGREEMENT

THIS SIXTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made effective as of December 14, 2018 (the "Effective Date"), by and between GFP OUTAGAMIE, LLC (the successor in interest to Appleton Venture I, L.P. and Goldberg Family Partnership, L.P.) ("Landlord"), and Veritiv Operating Company (f/k/a Unisource Worldwide, Inc.) ("Tenant").

RECITALS:

A. Appleton Venture I, L.P., as predecessor in interest to Landlord, and Tenant previously entered into that certain Lease Agreement, dated June 22, 1995, as amended by Lease Renewal and Modification Agreement, dated March 28, 2005, as further amended by letter dated January 8, 2007 from Tenant to Landlord, as further amended by letter dated July 13, 2008, as further amended by Second Lease Renewal and Modification Agreement, dated November 30, 2007, as further amended by Third Lease Renewal and Modification Agreement, dated April 15, 2011, as further amended by Fourth Lease Renewal and Modification Agreement, dated June 28, 2013, as further amended by Fifth Amendment to Lease Agreement, dated January 8, 2018 (collectively, the "Lease"), for the premises located at 3120 North Marshall Road, Appleton, Wisconsin and containing approximately 105,200 square feet of office and warehouse space (the "Leased Premises") as more particularly described in the Lease.

B. The Term of the Lease currently expires on July 13, 2019.

C. Landlord and Tenant mutually desire to modify the Lease on the terms and provisions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise stated, the defined terms used in this Amendment shall have the meaning given them in the Lease.

2. Extension of Lease Term. The expiration of the Lease Term is hereby extended from July 13, 2019 to August 31, 2019 (the "Extension Term").

3. Minimum Rent During Extension Term. The Minimum Rent for the Extension Term shall be \$4.25 per square foot, as set forth in the below schedule:

<u>Time Period</u>	<u>Minimum Rent (per Month)</u>
July 14, 2019 to August 31, 2019	\$37,258.33

4. Tenant's Maintenance, Repair and Replacement Obligations. In connection with the peaceful return and surrender of the Leased Premises by Tenant to Landlord upon the

expiration of the Extension Term, Tenant and Landlord agree that Landlord, or its agents, shall be permitted to enter into and inspect the Leased Premises in order to analyze and determine its then existing condition and repair in connection with Tenant's responsibilities under the Lease. In accordance with the existing provisions of the Lease, Tenant further affirms and agrees that it is responsible for those maintenance, repair and replacement obligations of the Leased Premises contained in Section 8(a) of the Lease or elsewhere in the Lease, including but not limited to, the electrical systems, heating and air conditioning systems, plate glass, windows and doors, sprinklers, plumbing and sewage systems and facilities, fixtures, interior walls, floor coverings, ceilings, all electrical facilities and equipment, exterior landscaping, sidewalks and parking lot.

5. Estoppel. Tenant acknowledges and agrees that Landlord is not in default or in breach of its obligations under the Lease. Tenant acknowledges and agrees to Tenant's actual knowledge, Tenant has no existing claims, actions, defenses, or rights to assert an offset against obligations owed to Landlord under the Lease. The Landlord under the Lease has performed all of its construction, maintenance and repair obligations required to date under the Lease. Landlord to its current actual knowledge, acknowledges and agrees that (a) Tenant is not in default or in breach of Tenant's obligations under the Lease, (b) Landlord has no existing claims, actions, defenses, or rights to assert an offset against obligations owed to Tenant under the Lease and (c) Tenant has performed all of its obligations required to date under the Lease.

6. Brokers. Landlord represents and warrants to Tenant that Landlord has not engaged any broker in connection with this Amendment. Tenant represents and warrants to Landlord that, other than CBRE, Inc. ("Broker"), Tenant has not engaged any other broker in connection with this Amendment (provided that Broker is not entitled to a fee or commission in regard to this Amendment as it waived such fee or commission). Each party indemnifies and holds the other party harmless in connection with any other broker or finder claiming that such broker or finder is entitled to a fee in connection with this Amendment.


7. Lease to Remain in Effect; Ratification; Successors; Counterparts. The Lease, as herein amended, shall remain in full force and effect in accordance with the terms thereof. The provisions of this Amendment shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. This Amendment may be executed in one or more counterparts.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the Effective Date.


LANDLORD:

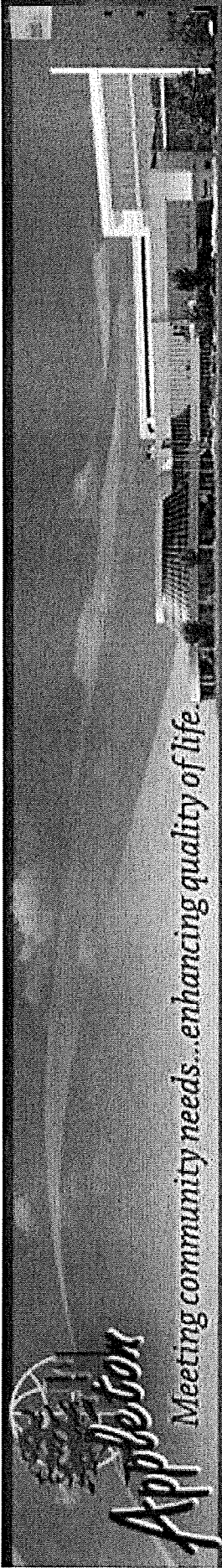
GFP OUTAGAMIE, LLC

By: 
Lynn K. Intrater, Manager

TENANT:

Veritiv Operating Company

By: 
Print: Paul M. Radomski
Its: Vice President – Real Estate



Step 1: Search Your Bills Step 2: Select Payments Step 3: Review and Submit Step 4: Confirmation and Receipt

Step 1: Search Your Bills

Welcome to your payment page; this page is hosted by Point & Pay.
Begin by searching for your bills here, then proceed to the next step to make your payment.

Select Payment Type:

Taxes ▼

Option 1

Parcel Number: *
31199121910

OR

Option 2

Installment:	PERS
Parcel Number:	31199121910
Amount Due:	\$43.74
Due Date:	01/31/2023
Tax Amount:	\$43.74
Address:	3120 N MARSHALL RD
Tax Year:	2022
Middle Initial:	
Customer Last Name:	BULKLEY DJUNTON PUBLISHING GROUP
Interest Amount:	\$0.00
Customer First Name:	