

TAX INCREMENT DISTRICT NO. 8  
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2014 by and between \_\_\_\_\_, a Wisconsin limited liability company (the "Developer"), the CITY OF APPLETON, a Wisconsin municipal corporation (the "City") and the REDEVELOPMENT AUTHORITY OF THE CITY OF APPLETON (the "Authority").

RECITALS

City, Developer and Authority acknowledge the following:

A. Developer owns or will acquire the parcel of real property located in the City and described on Exhibit A, attached hereto (the "Property"). The Property is comprised of a former industrial site that requires significant infrastructure improvements prior to development.

B. In 2009 the City created Tax Increment District No. 8 (the "District") pursuant to Section 66.1105, Wis. Stat. (the "Tax Increment Law") and approved a plan for the redevelopment of the District (the "District Plan").

C. Subject to obtaining the financial assistance set forth herein, Developer intends to undertake a residential development of the Property (the "Development Project") that will increase its value and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole. The Development Projects are consistent with the District Plan for TIF 8.

D. The City and Authority desire to encourage economic development including the elimination of slum and blight, expand its tax base, and create new jobs within the City, the District and the Property. The City and Authority find that the development of the Property and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and Authority and its residents and serve a public purpose in accordance with state and local law.

E. The City determined that the amount of financial assistance to be provided to this Agreement is the amount necessary to induce development of the Project. The Project will not proceed without the financial assistance set forth in this Agreement.

F. The Redevelopment Authority of the City of Appleton, pursuant to the action dated \_\_\_\_\_, has approved this Agreement and authorized the execution of the Agreement by the property officers on its behalf.

G. The City, pursuant to Common Council Action dated \_\_\_\_\_, has approved this Agreement and authorized the execution of the Agreement by the proper City officers on the City's behalf.

H. The Developer has approved this Agreement and authorized \_\_\_\_\_ to execute this Agreement on the Developer's behalf.

I. All terms that are in upper case but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

ARTICLE 1  
PURPOSES - DEFINITIONS

1.1 Purpose of Agreement. The parties have agreed upon a plan for a residential development of the Development Area (the "Development"). The purpose of this Agreement is to formalize and record the understandings and undertakings of the parties and to provide a framework within which the redevelopment of the land will take place.

1.2 The terms listed below shall be defined for the purposes of this Agreement as follows:

1.2.1 **Authority** means the Redevelopment Authority of the City of Appleton. The Authority may also be referred to as ARA.

1.2.2 **City** means the City of Appleton, a Wisconsin Municipal Corporation. The City may also be referred to as the City of Appleton.

1.2.3 **Contribution** means the Tax Increment Revenue Financing payment made to the Developer by the City pursuant to Section 5.4 upon the satisfactory completion, on the part of all parties, of all undertakings as specified in Articles 3, 4 and 5 as related to the different Development Projects in each of the Phases of the Development.

1.2.4 **Development Projects** means the overall construction of the improvements and uses anticipated by the Development Plan and this Agreement for the Development Area.

1.2.5 **Development Area** means the sum of all property described in Exhibit B, and constitutes the total boundaries of the project for which this Agreement is provided.

1.2.6 **Development Plan** means the Development as shown on Exhibit C as improved by the site improvements further described by this Agreement.

1.2.7 **Developer** means \_\_\_\_\_, a Wisconsin Limited Liability Company.

1.2.8 **Minimum Total Tax Value** means the minimum Tax Increment Value required for a Development Project to be eligible for a City Contribution.

1.2.9 **Minimum Contribution** means the minimum amount of the Contribution made by the City to a Project.

1.2.10 **The Property Base Value** means the equalized value of Real and Personal Property of the Property depicted in Exhibit A upon the creation of TID #8 in 2009 as certified by the State. The base value at that time was \$730,000.

1.2.11 **Tax Increment Value** means the equalized value above the base established for the Development Project as determined by the City of Appleton assessor. The equalized value is

calculated by taking the assessed value reported by the City of Appleton Assessor that is certified by the State Department of Revenue times the aggregate ratio.

1.2.12 **Tax Increment Revenue** means the personal and real property tax revenue (as defined in Section 66.105(2)(i) of the Wisconsin Statutes) generated by the tax increment value generated by a Project.

1.2.13 **Zoning Code** means Chapter 23 of the Code of Ordinances of the City of Appleton. The Zoning Code may also be referred to as the "Code".

## ARTICLE 2 DESCRIPTION OF DEVELOPMENT

2.1 Development Area. The Development includes the land area described in full in Exhibits A and B as previously defined in the Agreement as the Development Area. The Development Area will be redeveloped and improved with residential development, with site improvements as described and depicted in the attached Exhibit C, on a timetable and with estimated property valuation as described in the attached Exhibit D.

2.2 Development Area is zoned R-3 and the Development shall be consistent with that zoning designation.

2.3 No basement shall be installed in the filled raceway area identified on Exhibit E.

2.4 The following is a list of known development constraints; however, neither the City nor Authority guarantee that this is a comprehensive list:

2.4.1 There is a fence encroaching on the "Development Area" as indicated on the ALTA Survey, Item 9a.

2.4.2 There is a section of concrete, asphalt and guardrail along the northern property boundary (ALTA Survey, Item 9i) that will be mitigated by the Developer.

2.4.3 The Fox River Navigational Authority has indicated willingness to negotiate lease terms for its strip of land along the eastern property border. It is expected that the Developer will incorporate redevelopment of the Fox River Navigational Authority property in conjunction with the Development Area.

2.4.4 A monitoring well is located on the property and will have to remain as indicated on the ALTA Survey, Item 22.

2.5 Public access to the riverfront shall be provided.

2.6 Emergency access to the river south of the dam shall be allowed.

### ARTICLE 3 UNDERTAKINGS OF THE DEVELOPER

The Developer agrees that it shall:

3.1 Initiate, or cause to initiate by third parties, Development Project and complete same in accordance with all applicable City zoning and building codes, fire codes, ordinances and regulations. The general components of the Development Projects and the estimated timetable for completion of each component are set forth on Exhibit D, attached hereto. All project costs expended by Developer, after the October 29, 2013 ARA action, including costs incurred before the date of this Agreement, and which are eligible for funding pursuant to §66.1105 of the Wisconsin Statutes, are referred to as "Developer Costs". Developer Costs shall include, without limitation, costs for the construction of improvements, including hard and soft construction costs, professional fees, architectural fees, construction period interest, civil engineering fees, general contractor fees, infrastructure improvements, environmental remediation costs, demolition, public parking facilities, and the clearing, grading and construction of the Development Projects, and other costs permitted pursuant to Section 66.1105, Wis. Stat.

3.2 Developer shall acquire from the Authority the parcel described in Exhibit A. Purchase price shall be Eight Hundred Fifty Thousand Dollars (\$850,000).

3.3 Developer shall construct on said site, the minimum of ninety (90) and a maximum of one hundred (100) apartment homes in multiple buildings. Buildings shall be constructed in phases as identified on Exhibit D. Developer shall have constructed sufficient units to establish an assessed valuation of Five Million Dollars (\$5,000,000) on the premises on or before January 1, 2016.

3.4 Developer or others shall prepare site plans, specifications, development timetables, and budgets for redevelopment and construction work to be undertaken.

Phase I Completion: Approximately sixty (60) units December 31, 2015 \$4,500,000 Estimated Assessed Value

Phase II Completion: Approximately thirty-six (36) units December 31, 2016 \$2,700,000 Estimated Assessed Value

Total Estimated Assessed Value:\$7,200,000

3.7 The City recognizes that in the current economic environment, approval of a Tax Increment District and approval of a Development Agreement may be necessary prior to the Developer obtaining full financing for this project. For the purpose of facilitating this joint approval process, the City has approved the creation and amendment of Tax Increment District 8, and will approve this Development Agreement with the contingency that prior to the City incurring any obligation to the Developer pursuant to the terms of this Agreement, the Developer shall:

3.7.1 Cooperate with the City to facilitate the City's performance under Article 5.

3.7.2 Developer shall be responsible for obtaining all permits.

3.7.3 The Developer shall be solely responsible for complying with the State of Wisconsin's prevailing wage rates where applicable.

3.7.4 Developer shall provide to the City's Finance Director documentation from the Developer's bank and/or other funding sources confirming that the Developer has the ability to permanently finance each project of the development before it commences.

3.8 Developer Costs – Walkway Construction. The Developer shall construct a public walkway on the premises as depicted in the Development Plan attached hereto and incorporated herein by reference as Exhibit C. TIF reimbursement shall be contingent upon the execution of an easement granting the City of Appleton and the general public access to the walkway. The easement shall describe the walkway in language subject to the approval of the Appleton City Surveyor. The Developer shall be solely responsible for maintenance of said walkway pursuant to a maintenance agreement entered into between the Developer and the City of Appleton, which agreement shall be completed prior to issuance of said easement. The Developer shall be solely responsible for walkway construction which shall be completed within five (5) years of the purchase of the property by the Developer or the completion of the Development, whichever comes first.

If the walkway is not completed within five (5) years of the purchase of the property, any tax increment financing payment owed by the City to the Developer, shall be reduced by twenty percent (20%) until the walkway is completed and the easement described above is provided to the City. The Developer shall be entitled to the retained City payment once the walkway is constructed and the easement has been issued. Any funds withheld pursuant to the provision shall be paid to the developer, without interest, upon the issuance of the required easement.

The Developer shall be solely responsible for complying with the State of Wisconsin's prevailing wage rates where applicable.

#### ARTICLE 4 UNDERTAKINGS OF THE AUTHORITY

The Authority agrees that it shall:

4.1 It shall convey the property, by Warranty Deed, to the Developer.

4.2 Developer shall pay to the Appleton Redevelopment Authority the sum of Eight Hundred Fifty Thousand Dollars (\$850,000) for the property. Should the Developer fail to construct sufficient buildings to meet the Five Million Dollar (\$5,000,000) valuation, the Developer shall pay to the Authority the amount Wisconsin Economic Development Corporation (WEDC) assesses under a default per Contract #20975. Furthermore, if ARA had prior knowledge that the minimum value of \$5 million was not going to be met by April 22, 2016 per Contract #20975, City Staff would begin dialogue with WEDC to ask for an extension to meet that criteria.

ARTICLE 5  
UNDERTAKINGS OF THE CITY

The City agrees that it shall:

5.1 Appropriate sufficient funds for the performance of its obligations under this Agreement as described in this section.

5.2 City shall cooperate with Developer throughout the implementation of the Development Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

5.3 City has created and amended Tax Increment District No. 8 (TID) to support the Development Project at the Development Area.

5.4 Subject to all of the terms, covenants and conditions of the Agreement and applicable provisions of law, and as inducement by the City to Developer to carry out the Development Project, the City will provide payments to the Developer to assist with the Developer Costs.

5.4.1 The Developer agrees that neither the Development Area nor any portion thereof, shall be sold to, leased or used by any party in a manner to permit discrimination or restriction on the basis of race, creed ethnic origin or identity, color, gender, religion, marital status, age, handicap,



or national origin and that construction, redevelopment, improvement, and operation of the Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination or any of the foregoing grounds.

5.4.2 Developer Costs – Development Projects. Subject to all of the terms, covenants and conditions of the Agreement and applicable provisions of law, and as an inducement by the City to Developer to carry out Development Project, the City will provide payments to the Developer solely from future tax increments from the Development Area only to assist with Developer Costs. City and Developer agree that there will be no reimbursement for any activities prior to the creation of the TID. The City's total payment to the Developer shall not exceed the lesser of \$1,440,000 plus interest thereon or twenty percent (20%) of the property tax increment attributable to the Development Projects on the Development Area. The City's Contribution may be prepaid at any time, but until paid in full, the payments will be provided to the Developer as follows: Each year over the life of the district, the City will pay to the Developer ninety percent (90%) of the Tax Increment Revenue received by the City with respect to the Development in that year. No payments will be distributed until the property taxes have been paid on the property.

5.5 As the sole source for payment of the City Contribution, the City agrees to pay Developer an amount that shall not exceed ninety percent (90%) of the property tax increment and any City portion of a Payment in Lieu of Taxes (PILOT) Agreement contributions attributable to the Property pursuant to this Agreement, based on taxes accrued through a date (the "Expiration Date") which shall be the earliest to occur of: (i) the date on which the City Contribution has been paid in full; or (ii) April 23, 2036.

The Developer shall submit to the City's Director of Finance copies of original invoice documentation of eligible Developer Costs. Developer shall be entitled to interest on the tax contribution for expenses determined by the City to be eligible expenses. Interest on the City's

Contribution shall begin to accrue effective on January 1<sup>st</sup> of the year following approval. *The interest rate on the City's Contribution shall be the lesser of 1.) the interest paid by the Developer to any lender, as evidenced by the note indicating the loan amount; or 2.) five percent (5%).*

5.6 Payments pursuant to this Agreement shall be made by August 15 each year solely from tax increments and any City portion of PILOT payments attributable to the property actually received by the City. The City Contribution, as evidenced by this Agreement, shall be a special and limited obligation of the City and not a general obligation.

5.7 Developer hereby acknowledges that, as a result of the special and limited nature of the City's obligation to pay the City Contribution, Developer's recovery of the full amount of the City Contribution, plus interest thereon, depends on factors including, but not limited to, future mill rates, changes in the assessed value of a Development Project, the failure of the Development Project to generate the Tax Increment Revenue at the rate expected by Developer, reduction in Tax Increment Revenue caused by revenue-sharing, changes in the Tax Increment Law, and other factors beyond the City's and/or Developer's control.

5.8 City covenants to Developer that:

5.8.1 Until the City Contribution plus interest thereon has been paid in full, the City shall not close the District prior to the Expiration Date. Upon the Expiration Date, the City will be entitled to close the District and no liability shall remain from the City to the Developer upon expiration of the District.

#### ARTICLE 6 TAX STATUS

6.1 As long as the District is in existence, each Development Project including the land and all buildings and improvements thereon shall be owned and taxable for real estate tax, special assessment purposes and personal property taxes. The City may waive the above restriction upon

execution of a payment in lieu of taxes (PILOT) agreement, on a form acceptable to the City, made between the City and the owner or lessee of an exempt Development Project.

ARTICLE 7  
NO PARTNERSHIP OR VENTURE

7.1 Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

ARTICLE 8  
CONFLICT OF INTEREST

8.1 No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

ARTICLE 9  
WATER AND WATER RELATED PUBLIC IMPROVEMENTS

9.1 Water service is sized and available to serve the entire property.

9.2 All plans and specifications for the design of the infrastructure and water improvements within the boundaries of the Development shall be subject to the approval of the City's Department of Public Works prior to the beginning of construction. Such approval shall not be unreasonably withheld.

9.3 In instances where this Agreement, or the ordinances of the City or the rules and regulations of the City do not set forth criteria for particular uses for the water supplied to the Development by the City, the criteria for uses may be proposed by Developer subject to the City's approval utilizing generally accepted criteria, which approval shall not be unreasonably withheld.

ARTICLE 10  
SANITARY SEWER

10.1 Sanitary sewer service is sized and available to serve the entire parcel. Ejector pumps may be required, at Developer cost, based on the elevation of the existing sanitary sewer interceptor.

10.2 Under any of the circumstances set forth herein, the City shall permit the Owner/Developer to connect with the City's sanitary sewer system at such reasonably accessible and economically feasible locations as determined by the City.

10.3 The parties agree to cooperate fully in all matters concerning the development of the sanitary sewer system, including, but not limited to, securing of permits, implementation of augmentation plans and acquisition of all rights-of-way and easements. It is agreed that the providing of such rights-of-way and easements is the responsibility of the Developer within the Development area.

#### ARTICLE 11 STORMWATER MANAGEMENT

11.1 The Developer shall follow all applicable State and City Stormwater Ordinances. The Developer shall be solely responsible for installing and maintaining all on-site stormwater management practices. Stormwater management within the Development Area shall remain private.

11.2 Prior to the occupancy of any buildings, the Developer shall provide to the City of Appleton's Department of Public Works an emergency flood plan for the Development Area.

11.3 A portion of the site may be served from an 18-inch storm main in John Street.

#### ARTICLE 12 WRITTEN NOTICES

12.1 Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE CITY:

City of Appleton  
Community Development Department  
100 North Appleton Street  
Appleton, WI 54911-4799  
Attention: Karen E. Harkness

With a copy to:

City of Appleton  
City Attorney's Office  
100 North Appleton Street  
Appleton, WI 54911-4799  
Attn: Attorney James P. Walsh

DEVELOPER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE 13  
ASSIGNMENT

13.1 No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of the other party except as otherwise provided for in this Agreement. Notwithstanding the foregoing, Developer may: (i) assign its rights and obligations under this Agreement to an entity that holds title to the Project and that is controlled by Developer or by one or more of the principals of Developer. The City shall not be bound to any such assignment until it has received written notice.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF APPLETON:

By: \_\_\_\_\_  
Timothy M. Hanna, Mayor

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

STATE OF WISCONSIN            )  
  : ss.  
OUTAGAMIE COUNTY            )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2014, Timothy M. Hanna, Mayor and \_\_\_\_\_, City Clerk, of the City of Appleton respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission is/expires: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
James P. Walsh, City Attorney  
J:\Attorney\WORD\jpw\Vetter Denk [former] Foremost\Dev Agrm (City) Clean 05-20-14.doc  
Last Updated: May 20, 2014

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

REDEVELOPMENT AUTHORITY OF THE CITY OF  
APPLETON:

By: \_\_\_\_\_  
Karen E. Harkness, Executive Director

ATTEST:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF WISCONSIN        )  
  : ss.  
OUTAGAMIE COUNTY        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2014, Karen E. Harkness, Executive Director and \_\_\_\_\_, of the Redevelopment Authority of the City of Appleton respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission is/expires: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

DEVELOPER:

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF WISCONSIN        )  
  : ss.  
OUTAGAMIE COUNTY        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2014,  
\_\_\_\_\_, to me known to be the person who executed the foregoing  
instrument and acknowledged the same in the capacity and for the purposes therein intended.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission is/expires: \_\_\_\_\_



## SCHEDULE OF EXHIBITS

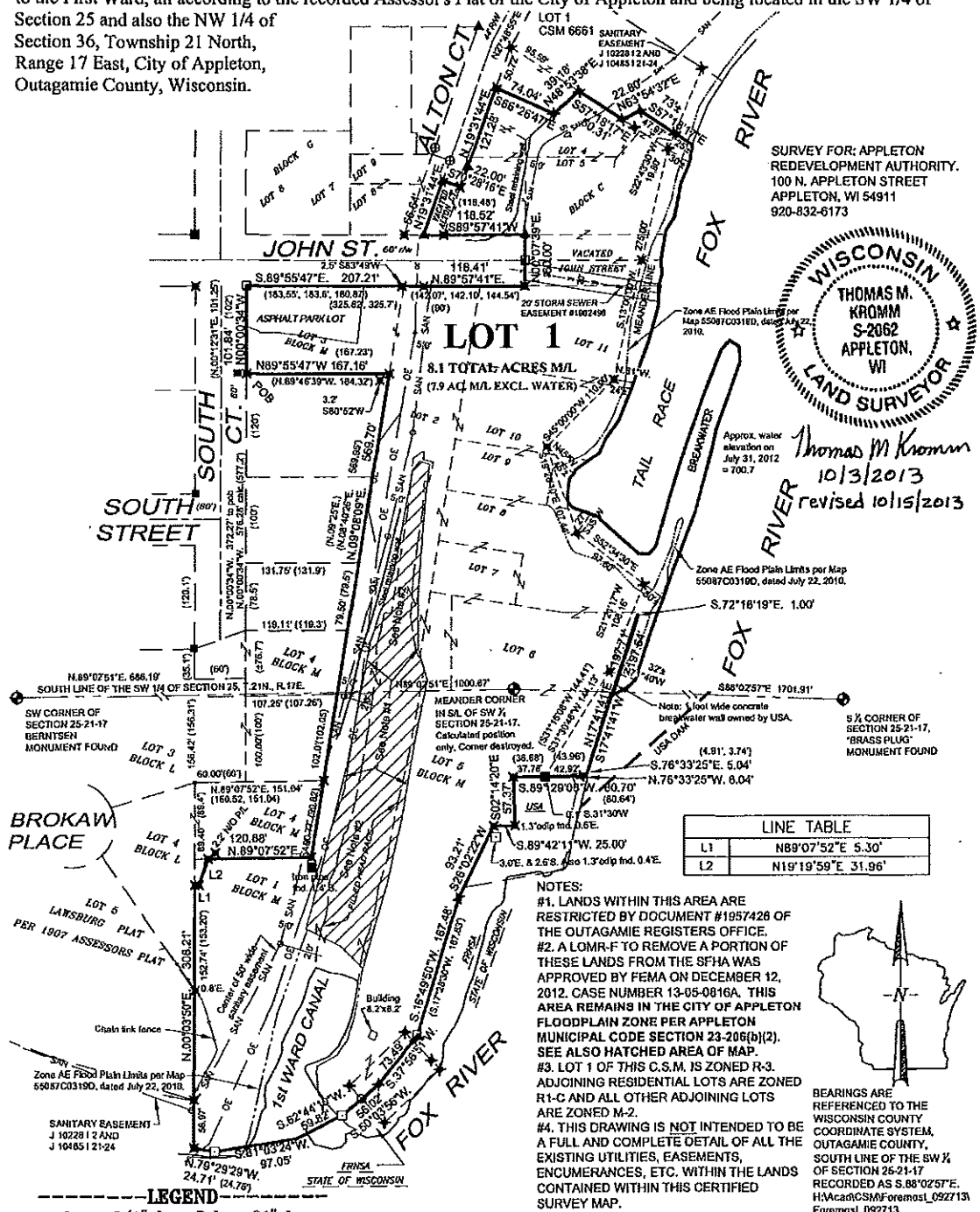
- A Certified Survey Map
- B Development Area
- C Appleton Development Proposal
- D Estimated Property Valuation
- E No Basement Area

Document Number 2001520 filed this 30th day of October, 2013 at 3:47 PM in Volume 40 of Certified Survey Maps on page 6728, being Certified Survey Map No. 6728. \$30.00

Sarah R. Van Camp, Register of Deeds SHEET 1 OF 3

CERTIFIED SURVEY MAP NO. 6728

All of Lot 2 of Certified Survey Map No.6661 recorded in Volume 39 of Certified Survey Maps on Page 6661 as document No. 1990892, Part of vacated Alton Court and All of vacated East John Street, Part of Lot Three (3), part of Lot Four (4) and all of Lot Five (5) of Block "C", Lots 1-3 and 7-11 of Block "M" and part of Lots 5 and 6 of Block "M", Lawsburg Plat to the First Ward, all according to the recorded Assessor's Plat of the City of Appleton and being located in the SW 1/4 of Section 25 and also the NW 1/4 of Section 36, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin.



SURVEY FOR: APPLETON REDEVELOPMENT AUTHORITY. 100 N. APPLETON STREET APPLETON, WI 54911 920-832-6173



Thomas M Kromm 10/3/2013 revised 10/15/2013

LINE TABLE with 2 rows: L1 N89°07'52"E 5.30', L2 N19°19'59"E 31.96'

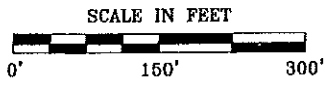
NOTES: #1. LANDS WITHIN THIS AREA ARE RESTRICTED BY DOCUMENT #1957426 OF THE OUTAGAMIE REGISTERS OFFICE. #2. A LOMRF TO REMOVE A PORTION OF THESE LANDS FROM THE SFHA WAS APPROVED BY FEMA ON DECEMBER 12, 2012. CASE NUMBER 13-05-0816A. THIS AREA REMAINS IN THE CITY OF APPLETON FLOODPLAIN ZONE PER APPLETON MUNICIPAL CODE SECTION 23-206(b)(2). SEE ALSO HATCHED AREA OF MAP. #3. LOT 1 OF THIS C.S.M. IS ZONED R-3. ADJOINING RESIDENTIAL LOTS ARE ZONED R1-C AND ALL OTHER ADJOINING LOTS ARE ZONED M-2. #4. THIS DRAWING IS NOT INTENDED TO BE A FULL AND COMPLETE DETAIL OF ALL THE EXISTING UTILITIES, EASEMENTS, ENCUMBRANCES, ETC. WITHIN THE LANDS CONTAINED WITHIN THIS CERTIFIED SURVEY MAP.



BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY, SOUTH LINE OF THE SW 1/4 OF SECTION 25-21-17 RECORDED AS S.88°02'57"E. H:\Acad\CSM\Foremost\_092713\Foremost\_092713

- Legend: 3/4" Iron Rebar, Chisel Mark Found, Mag Nail Found, 3/4" Iron Rebar Found, Measurements of Record, Government Corner, 1.5" O.D. Iron Pipe Found, Railroad Spike Found, Historic Parcel Line, Existing Fence

- Legend: Allied Cap Monument Found, Sanitary Sewer, Overhead Electric



CITY OF APPLETON DEPT. OF PUBLIC WORKS ENGINEERING DIVISION 100 NORTH APPLETON STREET APPLETON, WI 54911 920-832-6474 DRAFTED BY: T. KROMM

**CERTIFIED SURVEY MAP NO. 6728**

**SURVEYOR'S CERTIFICATE:**

*SHEET 2 OF 3*

I, Thomas M. Kromm, Wisconsin Registered Land Surveyor, certify that I have surveyed, combined, divided and or mapped under the direction of the City of Appleton, All of Lot 2 of Certified Survey Map No.6661 recorded in Volume 39 of Certified Survey Maps on Page 6661 as document No. 1990892, Part of vacated Alton Court and All of vacated East John Street, Part of Lot Three (3), part of Lot Four (4) and all of Lot Five (5) of Block "C", Lots 1-3 and 7-11 of Block "M" and part of Lots 5 and 6 of Block "M", Lawsburg Plat to the First Ward, all according to the recorded Assessor's Plat of the City of Appleton and being located in the SW 1/4 of Section 25 and also the NW 1/4 of Section 36, Township 21 North, Range 17 East, City of Appleton, Outagamie County, Wisconsin, containing ±8.1 Acres of land and water(First Ward Canal) and being further described as follows:

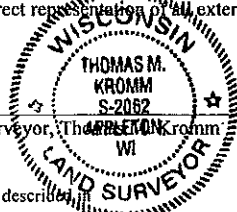
Commencing at the SW corner of said Section 25;  
Thence North 89°02'51" East 686.19 feet along the South line of the SW ¼ of said Section 25 to the West line of Lot 4, Block M of Lawsburg Plat;  
Thence North 00°00'34" West 372.27 feet along the West line of said Lot 4 to the Northwest corner thereof and also being the Point of Beginning;  
Thence continue North 00°00'34" West 101.84 feet along the West line of Lot 3 of said Block M to the Northwest corner of said Lot 3;  
Thence South 89°55'47" East 207.21 feet along the South line of John Street;  
Thence North 89°57'41" East 118.41 feet along the South line of said John Street;  
Thence North 00°07'39" East 60.00 feet along the East line of said John Street;  
Thence South 89°57'41" West 118.52 feet along the North line of said John Street to the centerline of vacated Alton Court;  
Thence North 19°31'44" East 66.64 feet along the centerline of vacated Alton Court;  
Thence South 70°28'16" East 22.00 feet along the Northerly line of the East ½ of vacated Alton Court;  
Thence North 19°31'44" East 121.23 feet along the Easterly line of Alton Court;  
Thence South 66°26'47" East 74.04 feet; Thence North 48°53'38" East 39.18 feet;  
Thence South 57°18'17" East 60.31 feet; Thence North 63°54'32" East 22.80 feet;  
Thence South 57°18'17" East 47.97 feet to a meander corner which is North 57°18'17" West 25 feet m/l from the ordinary high water mark of the Fox River;  
Thence South 22°43'30" West 19.80 feet along a meander line to a meander corner which is North 57°18'17" West 30 feet m/l from the ordinary high water mark of the Fox River;  
Thence South 13°00'00" West 275.00 feet along a meander line to a meander corner which is North 81° West 24 feet m/l from the ordinary high water mark of the Fox River;  
Thence South 45°00'00" West 110.00 feet along a meander line to a meander corner which is North 45° West 45 feet m/l from the ordinary high water mark of the Fox River;  
Thence South 19°28'10" East 107.44 feet along a meander line to a meander corner which is South 35° West 27 feet m/l from the ordinary high water mark of the Fox River;  
Thence South 52°34'30" East 97.60 feet along a meander line to a meander corner which is North 52°34'30" West 30 feet m/l from the ordinary high water mark of the Fox River;  
Thence South 21°21'17" West 108.16 feet along a meander line to a meander corner which is North 71°40' West 32 feet m/l from the ordinary high water mark of the Fox River;  
Thence South 31°30'48" West 144.13 feet (recorded as 144.41 feet) along a meander line to the end of said meander line;  
Thence North 89°29'08" East 42.92 feet to an existing ¾" rebar located at the Northwesterly corner of granite (concrete) steps to the dam access;  
Thence South 76°33'25" East 5.04 feet (recorded as 4.91 feet) along the face of said steps to the Westerly edge of a 1.00 foot wide concrete retaining wall;  
Thence North 17°41'41" East 197.71 feet along the Westerly edge of said concrete retaining wall;  
Thence South 72°18'19" East 1.00 feet along the edge of said concrete retaining wall;  
Thence South 17°41'41" West 197.64 feet along the Easterly edge of said concrete retaining wall;  
Thence North 76°33'25" West 6.04 feet along the face of said steps to an existing ¾" rebar;  
Thence South 89°29'08" West 80.70 feet; Thence South 02°14'20" East 57.37 feet; Thence South 89°42'11" West 25.00 feet;  
Thence South 26°02'22" West 93.21 feet; Thence South 16°49'50" West 167.48 feet; Thence South 37°56'51" West 73.49 feet;  
Thence South 50°03'56" West 56.02 feet; Thence South 62°44'10" West 59.82 feet; Thence South 81°03'24" West 97.05 feet;  
Thence North 79°29'29" West 24.71 feet (recorded as 24.75 feet) to the West line of said Block "M";  
Thence North 00°03'50" East 308.21 feet along the West line of said Block "M";  
Thence North 89°07'52" East 5.30 feet; Thence North 19°19'59" East 31.96 feet;  
Thence North 89°07'52" East 120.88 feet along the South line of said Lot 4 to the Southeast corner thereof;  
Thence North 09°08'09" East 569.70 feet (recorded as 569.95 feet) to the Southeast corner of Lot 3 of said Block "M";  
Thence North 89°55'47" West 167.16 feet along the South line of said Lot 3 to the Point of Beginning.  
Including all those lands between the afore described meander line and the Fox River. Excluding the 1' x 197.7' m/l concrete retaining/breakwater wall owned by the USA. Subject to all easements and restrictions of record.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the City of Appleton subdivision ordinance in surveying, dividing, combining and or mapping the same. That this map is a correct representation of all exterior boundaries of the land surveyed and the combination or division thereof.

Dated this 3<sup>rd</sup> day of October, 2013.

*Thomas M Kromm*

Wisconsin Registered Land Surveyor, ~~Th~~ Appleton, Wisconsin



This Certified Survey Map is contained fully within tax parcel 31-1-0765-01, 31-1-0732-00 and 31-1-0772-00. Owner of record is ARA. This Certified Survey Map is contained within the property described in the following recorded instruments: Doc. No.1967538, Doc.No.1995379 and less Doc. No.1995372.

**CERTIFIED SURVEY MAP NO.** 6728

SHEET 3 OF 3

**TREASURER'S CERTIFICATE:**

I, being the duly elected, qualified and acting treasurer, do hereby certify that there are no unpaid taxes or unpaid special assessments on of the lands included in this Certified Survey Map as of:

Ausa A. Comtois 10/29/13  
City Treasurer Date

Debra Muzford 10/20/13  
County Treasurer Date

**CITY OF APPLETON APPROVAL:**

Approved by the City of Appleton on this 25<sup>th</sup> day of October, 2013.

[Signature]  
Mayor

Charlene M. Peterson  
City Clerk

**OWNER'S CERTIFICATE:**

The Redevelopment Authority of the City of Appleton does hereby certify that we caused the land described to be surveyed, divided, combined and or mapped all as shown and represented on this map.

Karen E. Harkness 10/25/13  
Karen E. Harkness, Executive Director Date

STATE OF WISCONSIN)  
) SS  
OUTAGAMIE COUNTY)

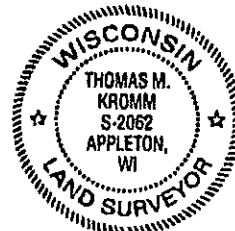
Personally came before me on this 25 day of October, 2013, the above named owners to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public Corinne Pigeon

Print Name: Corinne Pigeon

Outagamie County, Wisconsin

My commission expires 1-22-2017



Thomas M Kromm  
10/3/2013

# EXHIBIT B DEVELOPMENT AREA

S RANKIN ST

ALTON CT

E JOHN ST


SOUTH CT

E SOUTH ST

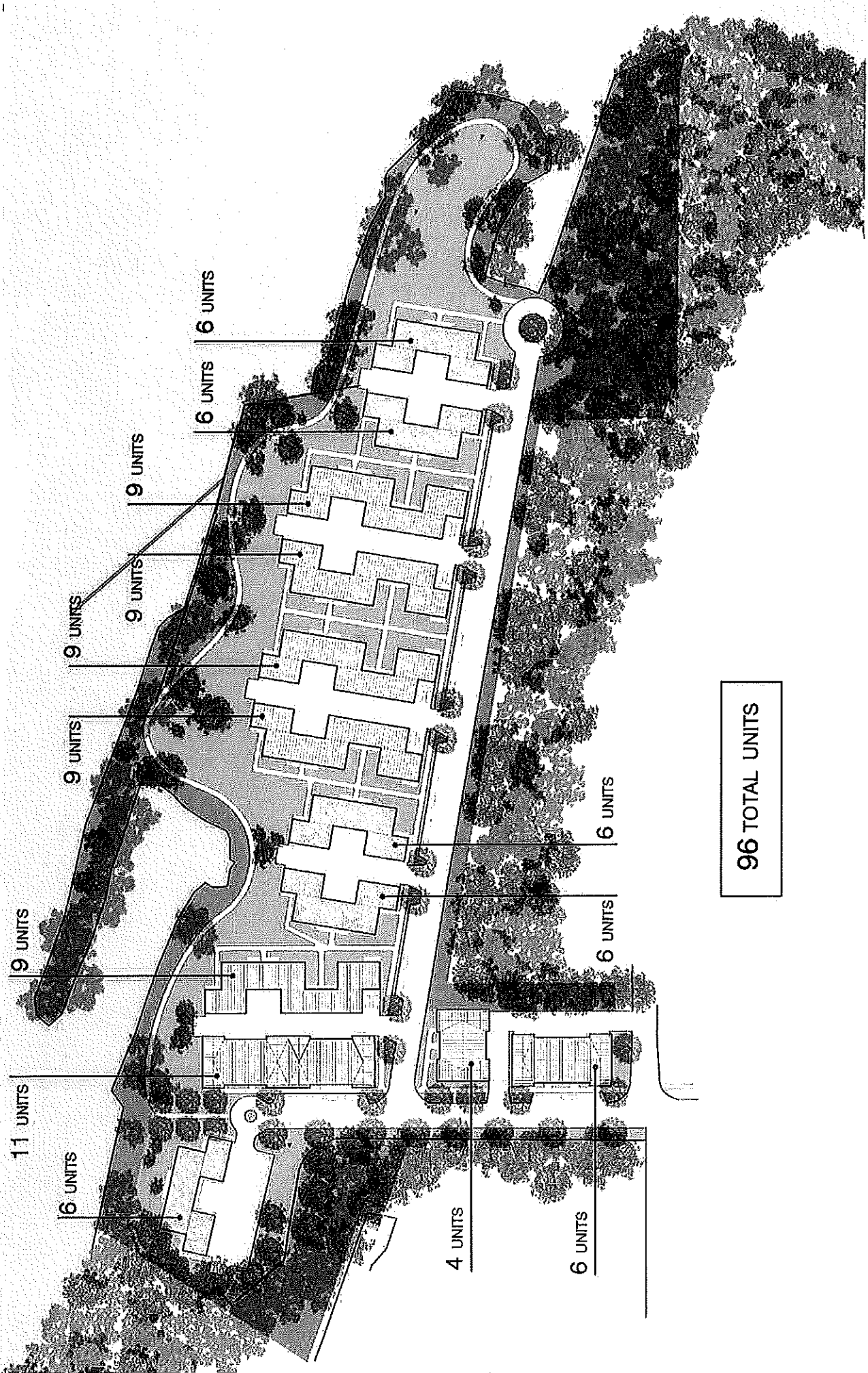
BROKAW PL

FOX RIVER

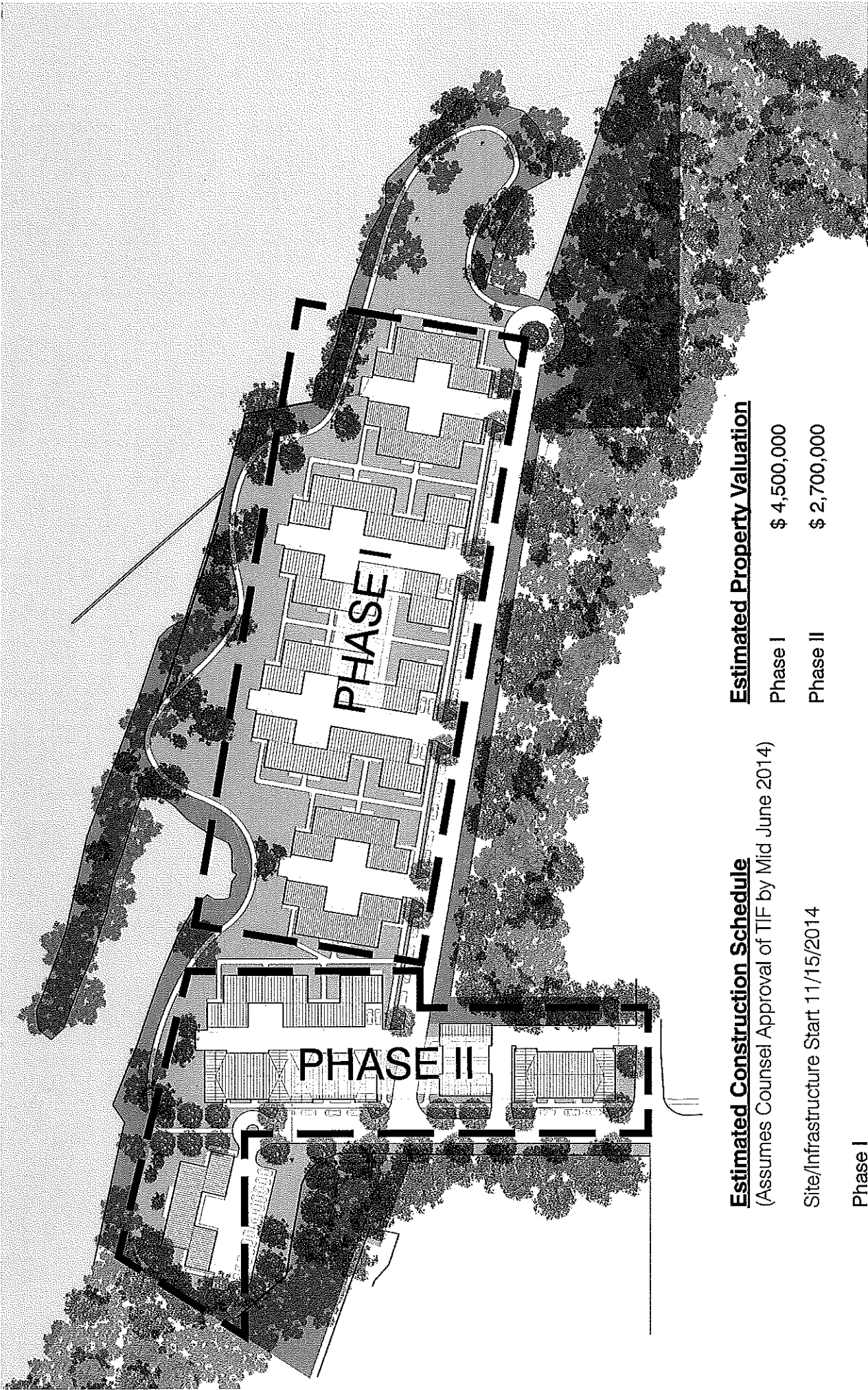
## Legend

 Development Area





96 TOTAL UNITS



**Estimated Construction Schedule**

(Assumes Counsel Approval of TIF by Mid June 2014)

Site/Infrastructure Start 11/15/2014

**Phase I**

Construction Start 3/1/2015

Construction Completion 12/31/2015

**Phase II**

Construction Start 1/1/2016

Construction Completion 12/31/2016

**Estimated Property Valuation**

Phase I \$ 4,500,000

Phase II \$ 2,700,000

# EXHIBIT E

## NO BASEMENT AREA

S RANKIN ST

ALTON CT

E JOHN ST

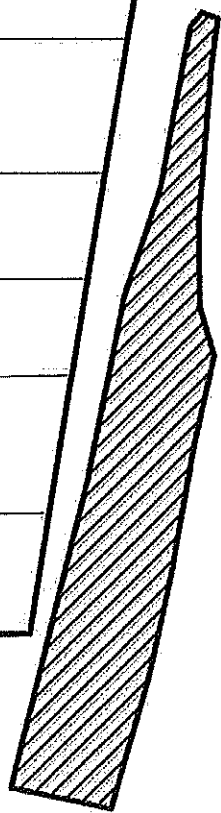
SOUTH CT

CSM 6728  
LOT 1  
8.1 ACRES M/L


E SOUTH ST

BROKAW PL

FOX RIVER



**Legend**

 No Basement Area