

## ACKNOWLEDGMENTS

1. Outagamie County (Seller) owns two parcels of land located directly north of the Outagamie County Justice Center, South of Lawrence Street and East of Elm Street in the city of Appleton. One parcel is currently used for surface parking and contains 103 parking stalls. (Hereinafter the parcels jointly shall be referred to as the “Property”).

2. The City of Appleton (Buyer) seeks to purchase the Property as part of an effort to assist in the development of an Exhibition Center that will be connected by skyway to the Radisson Paper Valley Hotel. The intent is that the City of Appleton or ARA will own the Exhibition Center and a Payment in Lieu of Taxes (PILOT) will be negotiated.

3. Comprehensive studies have identified several properties as potentially viable sites and determined that the described County “Property” is the optimal site for the location of an Exhibition Center.

4. This Agreement takes into consideration the County’s investment in the identified properties, which includes purchase price, demolition, infrastructure upgrades and construction costs for the current parking lot. This agreement, in time, may also create additional on-street and off-street parking stalls designated for County use totaling 125 stalls (37 on Eighth, 30 on Walnut, 9 on Sixth, 25 on Elm, 24 in Lot #9). This agreement further identifies the City’s willingness to work with the County on several issues surrounding parking and that future parking needs will be accommodated through mutual efforts. The City will include the Outagamie County campus as part of the 2014 Downtown Appleton Parking Study. It is anticipated that the 2014 Downtown Appleton Parking Study will be completed before the end of the year, probably late November or early December. Once the report is complete, then decisions can be made about parking and timing. Since the Appleton Common Council has already voted to demolish the Blue Ramp by 2020, decisions about parking are imminent.

5. It has been established in past years by respective City Councils, County Boards of Supervisors and chief elected executives of the respective bodies that it is mutually advantageous for the county campus to remain in downtown Appleton for the preservation and use of existing campus buildings, the location’s proximity to public transportation, and for its contribution to the continued economic vitality of downtown Appleton.

6. The viability of County government at its present location requires easy access to County buildings for customers and employees. The availability and maintenance of adequate, proximate and free parking is a key to providing such access, enabling the County to promote and achieve its mission to provide quality services to its residents.

## **AMENDED PURCHASE AGREEMENT**

This Purchase Agreement is between the City of Appleton (Buyer) and Outagamie County (Seller) for the purchase of Seller's property identified in attached Exhibit A, located in the City of Appleton, Outagamie County, Wisconsin.

### **CONTINGENCIES**

This Agreement is contingent upon:

1. Approval by the City of Appleton Common Council and the Outagamie County Board of Supervisors. The respective governmental bodies must approve this agreement.
2. Financing being secured by the Appleton Redevelopment Authority through the issuance of bonds or other means and said financing being approved by the City of Appleton Common Council; and, obtaining all local, state and federal approvals required for the construction of an exhibition center on the described property.
3. The closing for this transaction must occur on or before November 30, 2015. The location of the closing shall be mutually agreed to between Buyer and Seller.
4. An operation and management agreement executed by the owner of the Radisson Paper Valley Hotel with the terms of said agreement first being approved by the City of Appleton Common Council.
5. The City of Appleton shall conduct a geotechnical analysis of the described property with the results of such analysis being found satisfactory to the City of Appleton.
6. All municipalities currently collecting room tax including the Cities of Appleton, Kaukauna and Neenah, the Towns of Grand Chute, Neenah and Menasha and the Villages of Kimberly, Little Chute and Sherwood shall take any necessary actions and enter into any necessary agreements for the purpose of each collecting additional room taxes, in an amount to be determined, with the proceeds of such taxes collected being directed toward repayment of bonds issued for the exhibition center's construction.

### **CONSIDERATION**

As consideration for Seller's agreement to convey the described property, Buyer shall:

1. Pay to Seller the sum of two million sixty thousand dollars (\$2,060,000.00) for the Property, which includes the \$40,000 cost the County incurred for demolition of the convent.
2. Prior to the construction of the Exhibiton Center, the City of Appleton will create 25 angled, unmetered parking stalls on Elm Street (6<sup>th</sup> to 7<sup>th</sup> Street).

3. Prior to the construction of the Exhibition Center and at the previous request of the County, the City has agreed to remove the 20 parking meters (14 on Walnut and 6 on Sixth) surrounding the County campus on Walnut Street and Sixth Street. The City will have 3 additional stalls striped on Sixth Street.
4. The City agrees to continue to enforce parking on the streets as long as the posted signage contains language that is enforceable.
5. The County will have the first right of refusal on purchase of the Exhibition Center facility, if and when the City of Appleton or ARA decides to sell the Exhibition Center facility.
6. The City of Appleton will cover the cost of required utility relocations in order to construct the Exhibition Center.
7. The County may continue to use the parking on the Property until the commencement of construction of the Exhibition Center facility.
8. The City of Appleton, upon beginning construction of the Exhibition Center will supply up to 53 permits, at no cost to the County, in the Red (Midtown) Ramp for County use. There shall be guaranteed parking for permit holders in the Red (Midtown) Ramp, although the parking stall locations within the ramp may vary. If it is decided to not build a parking structure on the County's North Lot, and an alternative viable option is not agreed to by both the County and the City, Buyer shall construct and install at its expense 40 new angled parking stalls on Walnut and Eighth Streets and shall remove the parking meters from 13 existing parallel stalls on Eighth Street totaling 53 parking stalls dedicated for County use on Eighth and Walnut Streets, no later than eighteen months following the completion of the Exhibition Center facility
  - a. Buyer shall provide all necessary signage designating such stalls for County parking, subsequent to consulting with County administration as to the language to be included on the signs. County shall reimburse Buyer for cost of said signage.
  - b. Buyer and Seller shall mutually ensure that an exit route will remain north of the Justice Center onto Eighth Street, sufficient for semi-truck delivery vehicles.
9. After the City of Appleton's Parking Study is completed, if it is decided to not build a parking structure on the County's North Lot, and an alternative viable option is not agreed to by both the County and the City, Buyer shall lease to seller, for the nominal consideration of \$1.00 for 99 years, the City parking lot containing 24 stalls on Walnut Street located across from St. Joseph's Church (also known as Lot #9).
10. Maintain and not amend current neighborhood parking restrictions on the following streets without joint approval of the Appleton Common Council and the Outagamie County Board of Supervisors: Elm Street from Fifth to Sixth Street,

Fifth Street from Elm Street to State Street, Seventh and Eighth Street from Walnut to State Street.

11. The City and the County agree to work cooperatively to assist in solving long-term parking needs surrounding the County campus as those needs arise.

### **PROPERTY CONDITION**

Buyer agrees to take the Property as is and Seller makes no representations as to the condition of the Property or the improvements, thereon, apart from a warranty that it holds the property free and clear of any liens and encumbrances. Seller specifically discloses that there is a portion of the subsurface that is contaminated by petroleum. **The Wisconsin Department of Natural Resources (DNR) has issued a closure letter for the site in its present condition; however, in**

**the event the site is excavated remediation may be required by the DNR.** A copy of a report detailing the contamination will be provided to Buyer at least ten (10) days prior to Closing. Seller holds an indemnification from St. Joseph's Parish for remediation expenses with a balance of approximately one-hundred and sixty thousand dollars (\$160,000.00) that the Seller will assign to the Buyer at the closing of this transaction. Seller's sole obligation will be the assignment of the indemnification agreement. Seller shall not be liable for any expenses associated with the environmental investigation, remediation, or monitoring of the site subsequent to the closing of this transaction.

## **OCCUPANCY**

Occupancy of the property shall be delivered to Buyer at the time of closing.

## **PROPERTY DIMENSIONS AND SURVEYS**

Buyer acknowledges that any land dimensions, total square footage/acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other reasons, unless verified by survey or other means. ***CAUTION: Buyer should verify land dimensions, total square footage/acreage figures or allocation of acreage information if material to Buyer's decision to purchase.***

## **CONVEYANCE OF TITLE**

**Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as provided herein)** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing and \_\_\_\_\_

\_\_\_\_\_ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

## **FORM OF TITLE EVIDENCE**

Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

**PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be acceptable if the commitment for the

required title insurance is delivered to Buyer's attorney or Buyer not less than three (3) business days before closing, showing title to the Property as of a date no more than fifteen (15) days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate. ***CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.***

## **TITLE ACCEPTABLE FOR CLOSING**

If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding fifteen (15) days, to remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer shall have five (5) days from the receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

## **ENTIRE CONTRACT**

This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussion have been merged into this Offer. This Agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

**DEFAULT:** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If **Buyer defaults**, Seller may:

- 1) sue for specific performance and request the earnest money as partial payment for the purchase price, or
- 2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages, or (b) direct Broker to return the earnest money and have the option to sue for actual damages.

If **Seller defaults**, Buyer may:

- 1) sue for specific performance, or
- 2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the parties may seek any other remedies available in law or equity.

The terms, conditions and obligations of this Agreement shall continue beyond the closing date of this transaction.