



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
[www.appleton.org](http://www.appleton.org)

## Meeting Agenda - Final Community & Economic Development Committee

---

Wednesday, June 22, 2016

5:00 PM

Council Chambers, 6th Floor

---

1. Call meeting to order
2. Roll call of membership
3. Approval of minutes from previous meeting

[16-976](#)

CEDC Minutes from 6-8-16

**Attachments:** [CEDC Minutes 6-8-16.pdf](#)

### 4. Public Hearings/Apearances

### 5. Action Items

[16-977](#)

Request to waive repurchase rights for Lot 2 of CSM 3490 in the Northeast Business Park, allowing the transfer from Nicolet National Bank to C3 Corporation or Assigns; this waiver is not transferable, survivable, or assignable and the City's repurchase rights would remain on this property

**Attachments:** [Repurchase waiver Lot 2 CSM 3490.pdf](#)

[CovenantsandRestrictions\\_CSM3490Lot2.pdf](#)

[Venture Offer.pdf](#)

[AvailableSites\\_06122016.pdf](#)

[16-1026](#)

Request to approve a Variance to the Deed Restrictions and Covenants allowing for a fence setback less than fifteen (15) feet from the lot line at 2619 E. Capitol Drive, specifically to allow a setback of six and one-half (6 1/2) feet on the western property boundary and five (5) feet on the southern boundary

**Attachments:** [2619 E Capitol Var 6-16-16.pdf](#)

[Variance Request 2619 E. Capitol.pdf](#)

[Northeast Business Park Map.pdf](#)

[NEIP Deed Restrictions.pdf](#)

- [16-1019](#) Request to authorize staff to accept the basic terms of the Letter of Intent from Commercial Horizons dated June 7, 2016 and continue to negotiate terms toward offer to purchase and development agreement for Lots 12 and 13 of Plat 1 in the Southpoint Commerce Park (Associated with Action Item #16-1020)  
**Attachments:** [Commercial Horizons LOI 6-7-16.pdf](#)  
[SubjectParcel06162016.pdf](#)  
[Southpoint Deed Restrictions.pdf](#)
- [16-1020](#) Request to authorize staff to proceed with the repurchase of Lot 13 of Plat 1 in the Southpoint Commerce Park under the terms outlined in Section 13 - Repurchase Rights (Associated with Action Item #16-1019)  
**Attachments:** [Commercial Horizons LOI 6-7-16.pdf](#)  
[SubjectParcel06162016.pdf](#)  
[Southpoint Deed Restrictions.pdf](#)
- [16-1024](#) The Community and Economic Development Committee may go into closed session according to State Statute 19.85(1)(e) for the purpose of discussing real estate negotiations regarding the potential sale and repurchase of Lots 12 and 13 of Plat 1 in the Southpoint Commerce Park and then reconvene into open session

## 6. Information Items

- [16-979](#) "A Home for Everyone" Conference on July 13-14 at the Radisson Paper Valley Hotel  
**Attachments:** [AHFE 2016 Brochure.pdf](#)

## 7. Adjournment

*Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.*

*Any questions about items on this meeting are to be directed to Karen Harkness, Director, Community and Economic Development Department at 920-832-6468.*

*Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.*



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
[www.appleton.org](http://www.appleton.org)

## Meeting Minutes - Final Community & Economic Development Committee

---

Wednesday, June 8, 2016

5:00 PM

Council Chambers, 6th Floor

---

1. Call meeting to order

Meeting called to order at 5:00 p.m.

2. Roll call of membership

**Present:** 5 - Coenen, Baranowski, Mann, Reed and Siebers

*Others present:*

*Christopher, a Congolese Community Member*

*Tami McLaughlin, Executive Director of World Relief*

3. Approval of minutes from previous meeting

[16-886](#)

CEDC Minutes from 5-25-16

**Attachments:** [CEDC Minutes 5-25-16.pdf](#)

**Baranowski moved, seconded by Siebers, that the Minutes be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 5 - Coenen, Baranowski, Mann, Reed and Siebers

4. **Public Hearings/Appearances**

[16-889](#)

Presentation by Christopher, a Congolese Community Member, and Tami McLaughlin, Executive Director of World Relief Fox Valley, of World Refugee Day on June 18, 2016 at The Refuge, 1000 N. Ballard Road

**Attachments:** [World Refugee Day Poster 6-18-16.pdf](#)

**This Appearance was presented.**

[16-887](#)

2015 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program (Associated with Action Item #16-888)

*The public hearing was held, and no public comments were made.*

**This Appearance was presented.**

## 5. Action Items

[16-888](#)

Request to approve the 2015 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program

**Attachments:** [CAPER memo to CEDC 6-8-16.pdf](#)

[PY 2015 Report FINAL.pdf](#)

**Baranowski moved, seconded by Siebers, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:**

**Aye:** 5 - Coenen, Baranowski, Mann, Reed and Siebers

[16-892](#)

The Community and Economic Development Committee may go into closed session according to State Statute 19.85(1)(e) for the purpose of deliberating or discussing the purchasing of property on the northwest side of the City of Appleton and then reconvene into open session

*The Community & Economic Development Committee went into Closed Session.*

*Discussion was held.*

*The Committee reconvened into Open Session.*

**Baranowski moved, seconded by Siebers, to convene in Closed Session. Roll Call. Motion carried by the following vote:**

**Aye:** 5 - Coenen, Baranowski, Mann, Reed and Siebers

## 6. Information Items

## 7. Adjournment

**Baranowski moved, seconded by Siebers, that the meeting be adjourned. Roll Call. Motion carried by the following vote:**

**Aye:** 5 - Coenen, Baranowski, Mann, Reed and Siebers



“...meeting community needs...enhancing quality of life.”

## MEMORANDUM

---

TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: June 14, 2016

RE: Request to Waive Repurchase Rights for Lot 2 of CSM 3490 in the Northeast Business Park

---

The City has received a request to waive their repurchase rights per Section 11 of the Deed Restrictions and Covenants (attached) for the above-mentioned lot to allow for the transfer from Nicolet National Bank to C3 Corporation (accepted offer to purchase attached).

Nicolet Bank acquired this lot through foreclosure in November of 2014. C3 Corporation is currently located in the Northeast Business Park, immediately north of the subject parcel. It is anticipated that C3 would use this land for expansion.

Staff Recommendation:

The Community and Economic Development Committee waive the City's Repurchase Rights for Lot Two (2) of CSM #3490 in the Northeast Business Park, allowing the transfer from Nicolet National Bank to C3 Corporation or Assigns. This waiver of repurchase rights is not transferable, survivable, or assignable. The City's Repurchase Rights would remain on this property.

## EXHIBIT B

## DECLARATION OF COVENANTS AND RESTRICTIONS

APPLICABLE TO LOT 2 OF CSM # 3490 (TAX KEY # 31-1-6723-10)  
IN THE NORTHEAST BUSINESS PARK

This conveyance is made subject to the following conditions, covenants, and understandings which shall be binding upon the vendee and his/her heirs, successors, and assigns:

1. *Setbacks:*

- A. *Front Yard:* No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street or highway. In the case of corner lots, both forty (40) foot setbacks will apply.
- B. *Side and Rear Yards:* Minimum side and rear yards shall be twenty-five (25) feet.
- C. *State Highways:* A fifty (50) foot building setback shall be observed along U.S.H. 41 and U.S.H 441.

2. *Land Use:*

## A. Permitted Uses

- 1. Manufacturing;
- 2. Research, development and testing laboratories;
- 3. Wholesaling, warehousing and distribution;
- 4. Office operations only if they are an integral part of and a necessary adjunct to a permitted use;
- 5. Showrooms and incidental retail sales provided that:
  - a) Such showrooms and on-premises sales are limited to no more than twenty-five percent (25%) of the total gross floor area occupied by the permitted or special use.
  - b) All goods being displayed or offered for sale are the same as those being manufactured and/or stored/distributed on the premises; and
  - c) The industrial character of the property is maintained;
- 6. Other land uses may be considered for approval by the Community Development Committee if a determination is made that the project fits the development objectives of the City.

3. *Building Standards*

- A. Any building erected shall be at least 5,000 square feet in area and occupy at least 10 percent of the land area.
- B. Buildings shall be designed by an Architect or Engineer. No side, elevation or facade of a building or structure shall be unexposed to public view; consequently, all sides, elevations, or facades of all buildings and structures shall be visually pleasing and architecturally and aesthetically comparable with the surrounding environment.
- C. The majority of exterior and externally visible opaque surfaces shall be constructed of not more than three of the following types of materials (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms):
  - 1. Brick;
  - 2. Architectural precast concrete panels (surface finish to be painted, stained or exposed aggregate);
  - 3. Decorative concrete block (for no more than 50% of the exterior building wall area);
  - 4. Cut stone;
  - 5. Exterior insulation and finish systems such as Drivit or Sunlar;
  - 6. Metal panels (permitted only for building expansion walls);
  - 7. Other building materials being developed and to be developed by the construction industry. The use of such materials will be reviewed by the Community Development Committee on a case-by-case basis. The Community Development Committee may assign this review of plans to the Economic Development Department.
- D. Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness, and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Park.
- E. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- F. No loading dock shall face the street unless the site configuration is such that it is unavoidable. In that event, the Community Development Committee shall review and approve the location of the loading dock.
- G. Ancillary structures will be approved by the Community Development Committee. Approval may be granted only if such structures are necessary to the principal use of the building site, are in architectural and aesthetic conformance

with other buildings or structures on the site, are properly screened, meet all requirements of these covenants and are otherwise satisfactory to the Community Development Committee at its sole discretion.

4. *Landscaping:*

- A. *Landscape Plan:* The landscaping upon any building site or lot shall be carried out in accordance with a detailed landscaping plan which has been reviewed and approved in writing by the City's site plan review committee. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall show all ground cover and mulch areas, landscape and construction materials, and construction details.
- B. *Landscaping Methods:* Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkler systems, fountains, storm run-off retention ponds, reflective ponds, and landscape lighting.
- C. *Plant Material:* Selected plant material should provide for a variety of shade trees, evergreen trees, and shrubs, ornamental trees and shrubs and ground covers. Plant material selection shall take into consideration the following:
  - 1. Disease and insect resistance;
  - 2. Hardiness to the area;
  - 3. The ability to provide seasonal interest;
  - 4. Future maintenance considerations;
  - 5. Ability of plant material to accomplish its intended purpose in each placement.
- D. *Time for Completion:* All landscaping shall be completed within ninety (90) days following occupancy, or as soon thereafter as weather will allow if such period occurs within winter months.
- E. *Maintenance:* The owner shall be responsible for maintaining all landscaping as approved on the original plan for his site and adjacent unpaved street rights-of-way. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Department of Planning. Landscaped areas, materials,



fixtures, and improvements shall be maintained by the owner of the building site, or by such owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, replacement of dead plantings, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the building site landscaping in a healthy state of growth and visually attractive in appearance.

If the owner or the owner's assigns fail to maintain the landscaping and site per the approved landscaping plan in this section, the City of Appleton or its Agent has the right to enter the site and conduct such maintenance and to seek full reimbursement.

5. ***Parking, Loading***

Off-street parking and loading areas shall be provided on each building site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all site occupants and visitors and comply with the City's Zoning Ordinance regarding parking standards. All parking and loading areas shall be paved. Parking shall be permitted within the minimum front yard setback area, however, it shall be located no closer than fifteen (15) feet to the public right-of-way line. An 80 percent screen with a minimum height of 22' shall be provided for all parking areas adjacent to the street right-of-way.

6. ***Outdoor Storage:***

No outside storage of any kind shall be permitted unless such stored materials are visually screened from all streets with a suitable fence, vegetation, berm, or combination thereof. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to behind the front line of the building on the property, and within the building setback lines. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. Storage of fuel oil or other bulk fluids must be underground. All storage areas shall be paved.

7. ***Signs:***

Identification signs shall be permitted to promote only the name and/or trademark of the owner or tenant of the parcel on which the sign is placed. Signs, lighting, etc., are to be indicated on the final site plan submitted to the Community Development Committee for review. Ground signs must be set back 10 feet from the right-of-way line and must be of a low profile design subject to approval by the Committee. Building signs must comply with the City Sign Code.

8. ***Maintenance Responsibilities:***

- A. Each owner shall keep its property, all contiguous street right-of-way to the edge of the pavement, and all drainage and easement areas in a well-maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:
1. The removal of all litter, trash, refuse, and wastes;
  2. Compliance with the City's noxious weed control ordinance, including the mowing of all grass areas;
  3. The maintenance of exterior lighting, signs, and mechanical facilities;
  4. The keeping of all exterior building surfaces in a cleaned, well-maintained condition;
  5. The maintenance of all drainage ways including the removal of all debris, weeds, and silt.
- B. The owner of any undeveloped lands shall maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.

9. ***Site Plan Review:***

Prior to the construction or alteration of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the plans for such building or improvements shall be submitted to the Site Plan Review Committee in accordance with Section 23-171 of the City Zoning Code. The plans shall be reviewed within thirty days (30) days after they have been submitted and approval or disapproval given in writing.

10. ***Approval of Plans:***

Before commencing the construction or alterations of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the owner shall first submit its building plans, specifications, site and landscape plans, and an elevation sketch of all improvements to be placed thereon to the Community Development Committee for its written approval. In the event the Committee or its designee shall fail to approve or disapprove in writing such building plans, specifications, site and landscape plans, and

elevation sketch within thirty (30) days after they have been submitted to them, such approval will not be required and these covenants and restrictions will be deemed to have been complied with. The Community Development Committee may delegate this review of plans to the Economic Development Department.

11. *Repurchase Rights:*

**Failure to Build:** In the event the owner of land purchased from the City of Appleton does not commence construction of a building within one (1) year after the date of purchase, the City has the option to repurchase said property. The City shall pay the following repurchase price: the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, pro-ration of the current years property taxes to date of closing, title insurance policy premium, real estate commission paid at time of original closing, and any liens and encumbrances on the property of a definite or ascertainable amount. Further, repurchase price shall be adjusted by the amount equal to the amount of an option fee for that year had the property been under option between the City and the Buyer. Conveyance shall be by warranty deed.

**Resale of Vacant Land:** In the event the owner of land purchased from the City of Appleton elects to sell any portion thereof which is vacant, the property shall first be offered, in writing, to the City of Appleton. The City of Appleton shall have sixty (60) days from date of receipt of such offer to accept or reject repurchase of the property unless an extension of time may be mutually agreed upon and set forth in writing. In the event the City does not elect to repurchase the property, the owner may sell the land, but these Declarations of Covenants and Restrictions shall run with the land and be binding on the subsequent owner. The purchase price shall be computed as in Article XI above. Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense.

12. *Subdivision of Lots:*

without the written consent of the Community Development Committee. No owner may sell, lease or rent less than all of the lot without the written consent of the Community Development Committee. The Community Development Committee may, in granting its consent, attach any conditions it deems appropriate. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

13. *Waiver of Notice:*

All land sold before major assessable improvements are completed in the business park site shall be subject to the purchaser's waiving notice of assessments and hearings, and

such waiver shall be part of the negotiations.

14. ***Variances:***

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variances from the strict applications of these covenants and restrictions, or any one or more of them, where the circumstances, in its sole and exclusive judgement, justifies the granting of same.

15. ***Right to Enter:***

The Community Development Committee shall have the right to enter upon any building site or other lot within the park for the purpose of ascertaining whether the owner of said site or lot is complying with these covenants and restrictions.

16. ***Enforcement:***

In the event that the owner fails to perform in accordance with these covenants and restrictions, the Common Council, upon recommendation of the Community Development Committee, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special assessment or special charge. The Common Council shall give at least thirty (30) days notice to the vendee of any violation and the steps required to correct it prior to taking any action to cure such violation.

17. ***Invalidation:***

The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said covenants and restrictions at the time of its violation shall in no way affect any of the other covenants or restrictions nor be deemed a waiver of the right to enforce the same thereafter.

18. ***Term:***

Each lot shall be conveyed subject to the covenants and restrictions set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty (30) years from the date of this Declaration of Covenants and Restrictions is recorded, after which time said covenants and restrictions as are then in force and effect shall be automatically renewed for successive periods of ten (10) years each, unless an instrument terminating such covenants and restrictions is recorded with the Outagamie County Register of Deeds by the Common Council as evidenced by a resolution duly adopted by a majority of all members of the Common Council.

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON April 27, 2016 [DATE] IS (AGENT OF BUYER)  
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, C3 Corporation or Assigns

4 \_\_\_\_\_, offers to purchase the Property  
5 known as [Street Address] 3.92 acres - E. Venture Drive  
6 in the City of Appleton, County of Outagamie, Wisconsin (Insert  
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: One Hundred Forty Thousand

9 \_\_\_\_\_ Dollars (\$ 140,000.00).

10 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ 1,500.00  
11 will be mailed, or commercially or personally delivered within -3- days of acceptance to listing broker or  
12 payable to Pfefferle Company Trust Account.

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the  
15 date of this Offer not excluded at lines 18-19, and the following additional items: NA

18 ■ NOT INCLUDED IN PURCHASE PRICE: NA

20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented  
21 and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are  
23 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 ■ ZONING: Seller represents that the Property is zoned: M-1 Industrial

25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
26 copies of the Offer.

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines  
28 running from acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
30 or before Monday May 2, 2016 4:00 PM. Seller may keep the Property on the  
31 market and accept secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX ( ☐ ) ARE PART OF THIS  
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"  
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if  
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): \_\_\_\_\_

41 Buyer's recipient for delivery (optional): \_\_\_\_\_

42 ☐ (2) **Fax:** transmission of the document or written notice to the following telephone number:

43 Seller: (\_\_\_\_\_) \_\_\_\_\_

44 Buyer: (\_\_\_\_\_) \_\_\_\_\_

45 ☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
46 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for  
47 delivery to the Party's delivery address at line 49 or 50.

48 ☒ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
49 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

50 Delivery address for Seller: c/o Pat Connor Newmark Pfefferle 200 E. Washington St Appleton, WI 549

51 Delivery address for Buyer: c/o Bob Rossi Newmark Pfefferle 200 E. Washington St Appleton, WI 5491

52 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line  
53 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for  
54 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically  
55 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

56 E-Mail address for Seller (optional): patc@ngpwi.com

57 E-Mail address for Buyer (optional): bobr@ngpwi.com

58 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

**OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

**PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those identified in the Seller's disclosure report dated \_\_\_\_\_, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and \_\_\_\_\_

**INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

**CLOSING** This transaction is to be closed no later than June 30, 2016

\_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

**CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and NA

**CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

☐ Current assessment times current mill rate (current means as of the date of closing)

☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

**CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

**LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are Not Leased

\_\_\_\_\_. Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

**NA GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within \_\_\_\_\_ days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

**CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.**

**NA MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit <http://www.dnr.state.wi.us>.

**FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

**CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

**USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit <http://www.revenue.wi.gov/>.

**FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

**CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

**SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

**BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

**PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

## **DEFINITIONS**

■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- a. Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- c. Land division or subdivision for which required state or local approvals were not obtained.
- d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).
- g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.
- j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.
- k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.

(Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

☒ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written \_\_\_\_\_ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed \_\_\_\_\_ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

**CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 OR 202.**

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.

☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 526-534 or in an addendum attached per line 525.

☒ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

**CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

☒ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

☒ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

☒ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

☒ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

**CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.**



**DEFINITIONS CONTINUED FROM PAGE 3**

- 245
- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
- 247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
- 249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
- 250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
- 251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
- 252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
- 254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
- 255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
- 258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
- 259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
- 261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
- 264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
- 270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
- 273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
- 275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
- 276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
- 278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
- 280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
- 281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
- 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
- 283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
- 284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
- 285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
- 286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
- 288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
- 289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
- 291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
- 292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
- 293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
- 294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
- 298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
- 299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
- 300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
- 301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
- 302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
- 303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
- 304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
- 305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 ☒ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: Commercial Building  
307 (office, shop, warehouse)

308  
309 [Insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional  
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers  
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific  
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller  
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 ☒ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) ~~(Seller's)~~  
315 **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned INDUSTRIAL  
316 \_\_\_\_\_ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 ☒ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) ~~(Seller's)~~ **[STRIKE ONE]** ("Buyer's" if neither  
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which  
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such  
320 development.

321 ☒ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent  
322 upon Buyer obtaining, at (Buyer's) ~~(Seller's)~~ **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, written evidence from  
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must  
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the  
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of  
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **[CHECK]**

327 **[ALL THAT APPLY]**: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank;  
328 ☐ other: \_\_\_\_\_

329 ☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) ~~(Seller's)~~ **[STRIKE]**  
330 **[ONE]** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions  
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 ☒ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) ~~(Seller's)~~ **[STRIKE ONE]** ("Buyer's" if  
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the  
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's  
336 proposed use: \_\_\_\_\_

337  
338 ☒ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at ~~(Buyer's)~~ ~~(Seller's)~~ **[STRIKE ONE]** ("Buyer's" if neither  
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at  
340 the lot line, across the street, etc.) **[CHECK AND COMPLETE AS APPLICABLE]**: ☒ electricity \_\_\_\_\_;  
341 ☒ gas \_\_\_\_\_; ☒ sewer \_\_\_\_\_; ☒ water \_\_\_\_\_;  
342 ☒ telephone \_\_\_\_\_; ☒ cable \_\_\_\_\_; ☐ other \_\_\_\_\_.

343 ☒ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at ~~(Buyer's)~~ ~~(Seller's)~~ **[STRIKE ONE]**  
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public  
345 roads.

346 ☒ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) ~~(Seller's)~~ **[STRIKE ONE]** ("Buyer's" if  
347 neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐  
348 occupancy permit; ☐ other \_\_\_\_\_ **[CHECK ALL THAT APPLY]**, and delivering  
349 written notice to Seller if the item cannot be obtained, all within \_\_\_\_\_ days of acceptance for the Property for its proposed  
350 use described at lines 306-308.

351 ☒ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) ~~(Seller providing)~~ **[STRIKE ONE]** ("Seller  
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a  
353 registered land surveyor, within 30 days of acceptance, at ~~(Buyer's)~~ ~~(Seller's)~~ **[STRIKE ONE]** ("Seller's" if neither is stricken)  
354 expense. The map shall show minimum of 3.9 acres, maximum of 4.0 acres, the legal description of the  
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
356 if any, and: \_\_\_\_\_

357 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:  
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square  
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**  
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied  
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,  
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information  
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.  
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage  
 366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of  
 367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**  
 369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker  
 372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or  
 373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**  
 375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**  
 376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after  
 378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.  
 379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest  
 380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said  
 381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse  
 382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
 383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)  
 384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an  
 385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to  
 386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in  
 388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to  
 389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or  
 390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.  
 391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4  
 392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their  
 393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith  
 394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing  
 395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the  
 397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as  
 398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple  
 399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information  
 400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers  
 401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
 403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
 404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 **NA SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery  
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior  
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.  
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice  
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days after acceptance of this Offer. All  
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this  
413 Offer except: **NA**

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of  
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the  
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and  
423 in this Offer, general taxes levied in the year of closing and **NA**

424 \_\_\_\_\_  
425 \_\_\_\_\_  
426 \_\_\_\_\_  
427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents  
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the  
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all  
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**  
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the  
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy  
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap  
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 20 days after acceptance ("15" if left blank),  
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per  
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements  
441 and exceptions, as appropriate.

442 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
443 objections to title within 10 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
444 such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's delivery of the  
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for  
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the  
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver  
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not  
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this  
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**  
453 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**  
454 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**  
455 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**  
456 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**  
457 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** **NA**

459 \_\_\_\_\_  
460 \_\_\_\_\_  
461 \_\_\_\_\_  
462 \_\_\_\_\_  
463 \_\_\_\_\_  
464 \_\_\_\_\_

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

468 If Buyer defaults, Seller may:

- 469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
 470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for  
 471 actual damages.

472 If Seller defaults, Buyer may:

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

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

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the  
 477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution  
 478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of  
 479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**  
 481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**  
 482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**  
 483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**  
 484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller  
 486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and  
 487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of  
 489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the  
 490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,  
 491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building  
 492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,  
 493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in  
 494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's  
 495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**  
 497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**  
 498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
 500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.  
 501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported  
 502 to the Wisconsin Department of Natural Resources.

503 **NA INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer  
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no  
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing  
506 an inspection of \_\_\_\_\_  
507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the  
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a  
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.  
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.  
511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**  
512 **well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_ days of acceptance, delivers to Seller a copy of the written  
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).  
515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the  
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **■ RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If  
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of  
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and  
521 workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This  
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)  
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure  
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 ☐ **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** SELLER shall provide Wetland Assessment/Delineation  
527 within 30 days of Acceptance. BUYER shall have 10 days to approve and shall have the right  
528 to cancel the Offer if not acceptable for any reason.  
529 \_\_\_\_\_  
530 \_\_\_\_\_  
531 \_\_\_\_\_  
532 \_\_\_\_\_  
533 \_\_\_\_\_  
534 \_\_\_\_\_

535 This Offer was drafted by [Licensee and Firm] Robert M. Rossi Newmark Grubb Pfefferle

536 \_\_\_\_\_ on April 27, 2016

537 (x) \_\_\_\_\_ Date ▲  
538 Buyer's Signature ▲ Print Name Here ▶ C3 Corporation or Assigns

539 (x) \_\_\_\_\_ Date ▲  
540 Buyer's Signature ▲ Print Name Here ▶

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 \_\_\_\_\_ Broker (By)

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**  
544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**  
545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) Joseph F Van Nettey 4-27-16  
547 Seller's Signature ▲ Print Name Here ▶ Date ▲

548 (x) Brad Huitjens, Nicolet National Bank, CCO, EVA 4-29-16  
549 Seller's Signature ▲ Print Name Here ▶ Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_


551 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

552 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

# Available Sites Northeast Business Park Appleton, Wisconsin

## Legend

 Available Sites  
\$40,000/ac.

 Subject Parcel





*"...meeting community needs...enhancing quality of life."*

## MEMORANDUM

---

TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: June 16, 2016

RE: Request for Variance to Deed Restrictions and Covenants allowing for a fence setback less than fifteen (15) feet from the lot line at 2619 E. Capitol Drive

---

The City has received a request for a variance to the Deed Restrictions and Covenants (attached) allowing a fence to be constructed less than fifteen (15) feet from the lot line for a property at 2619 E. Capitol Drive (attached).

The tenant (U.S. Army Corps of Engineers) wishes to secure the property with fencing as indicated; however, given the unique shape of the lot and how the building is sited, compliance with the Deed Restrictions and Covenants would create a very narrow access along sections of the building.

While the request is to allow a five (5) foot setback on the north, west and south boundaries, staff recommends the following:

North Boundary:

Subsequent to receiving the request, and in speaking with both the owner of the property (and he has confirmed with the tenant), they are agreeable to locating the fence south of the treeline, which would be approximately fifteen (15) feet south of the property line anyway.

West Boundary:

There is a six (6) foot utility easement located along the entire western property line. To ensure there is no conflict with the easement, we recommend a minimum six and one-half (6 ½) foot setback along the western property border.

South Boundary:

Along the southern boundary, we recommend approval of the five (5) foot setback.

Eastern Boundary:

Not affected by the setback request.

Staff Recommendation:

The Community and Economic Development Committee award a variance to the Deed Restrictions and Covenants allowing for a fence to be built at 2619 E. Capitol Drive with setbacks of six and one-half (6 ½) feet on the western property boundary and five (5) feet on the southern boundary.



## CM Real Property, LLC

---

June 14, 2016

To: Matt Rehbein  
City of Appleton  
#1273

RE: Fencing variance

Matt,

The current tenant at 2619 E. Capitol Dr, Appleton, WI has requested that a security fence be installed around the property. The tenant is the Army Corps of Engineers. They will be a long term tenant of the property and of the city of Appleton if we can help address their security needs. They would like to install a very attractive, 7 foot tall, ornamental steel fence. The fence will satisfy their security needs, and add to the value of the property.

I am requesting a variance on the distance to the lot lines. I was initially informed by the City that the fence could be installed at the lot lines, which works well for their needs. We have now found that covenants for that are require a 15 foot setback. Some portions of the building are only 20 feet from the property line, so a 15 foot setback would not work along the back of the building.

I would like to request that they be allowed to place the fence at the lot lines. A diagram of the intended plan is attached.

Please let me know if there is anything else needed from me.

Sincerely,

*Jeff T. Johnson*

**US ARMY CORPS OF ENGINEERS  
Security Steel Fence System Requirements  
Fox River and Wisconsin Operations Office**

**GENERAL**

**1.1 WORK INCLUDED**

The contractor shall provide all labor, materials and appurtenances necessary for installation of the steel security fence system defined herein at 2619 East Capitol Dr. Appleton, WI.

**1.2 SYSTEM DESCRIPTION**

The contractor shall remove the approximately 400' existing chainlink fence. The contractor shall supply and install approximately 910' total length of 7' height steel ornamental security fence system similar or equal to the Ameristar® Montage II invincible industrial fence design. The system shall include all components (i.e., pales, rails, posts, gates and hardware) required. Gate requirements (1) 4' walk gate, (1) 32' manual double side cantilever gate, (1) 20' cantilever gate with operator (similar to SL 595 LiftMaster or 9150AGS Ameristar). Gate posts shall be spaced according to the manufacturers' gate drawings, dependent on standard out-to-out gate leaf dimensions and gate hardware selected. Type and quantity of gate hinges shall be based on the application; weight, height, and number of gate cycles. The manufacturers' gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the manufacture of the gate and shall be installed per manufacturer's recommendations.

**1.3 QUALITY ASSURANCE**

The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

**1.4 EXCLUDED**

All electrical work and security access control for walk and cantilever gates (electrical work furnished by others-coordinated thru the property owner; this shall include the power for the gate operator and key fob access for the walk entry gate and the 20' gate, as well as a vehicle magnet sensor for the 20' gate). Local municipal permit requirements will be coordinated thru the property owner and City of Appleton. USACE survey staff will locate and mark out fence corners for the fence contractor.

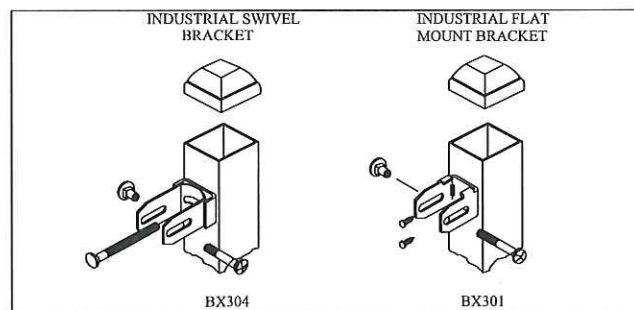
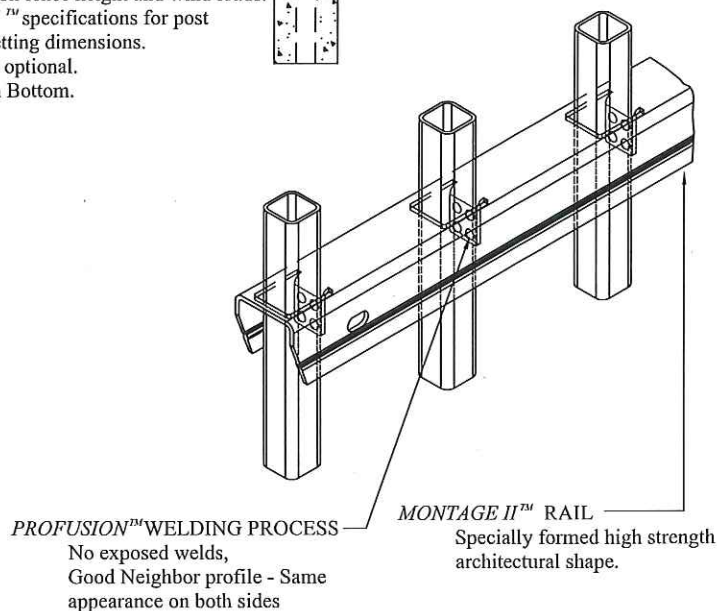
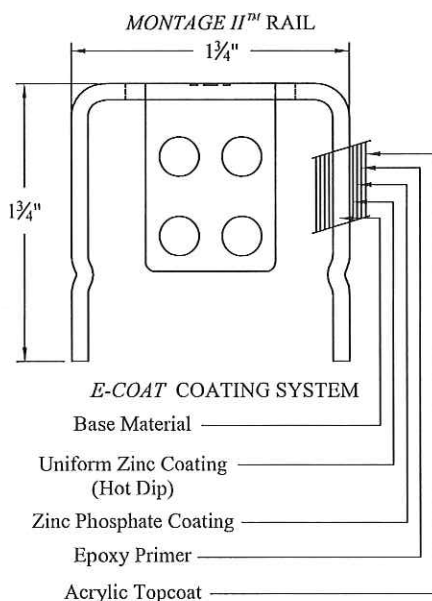
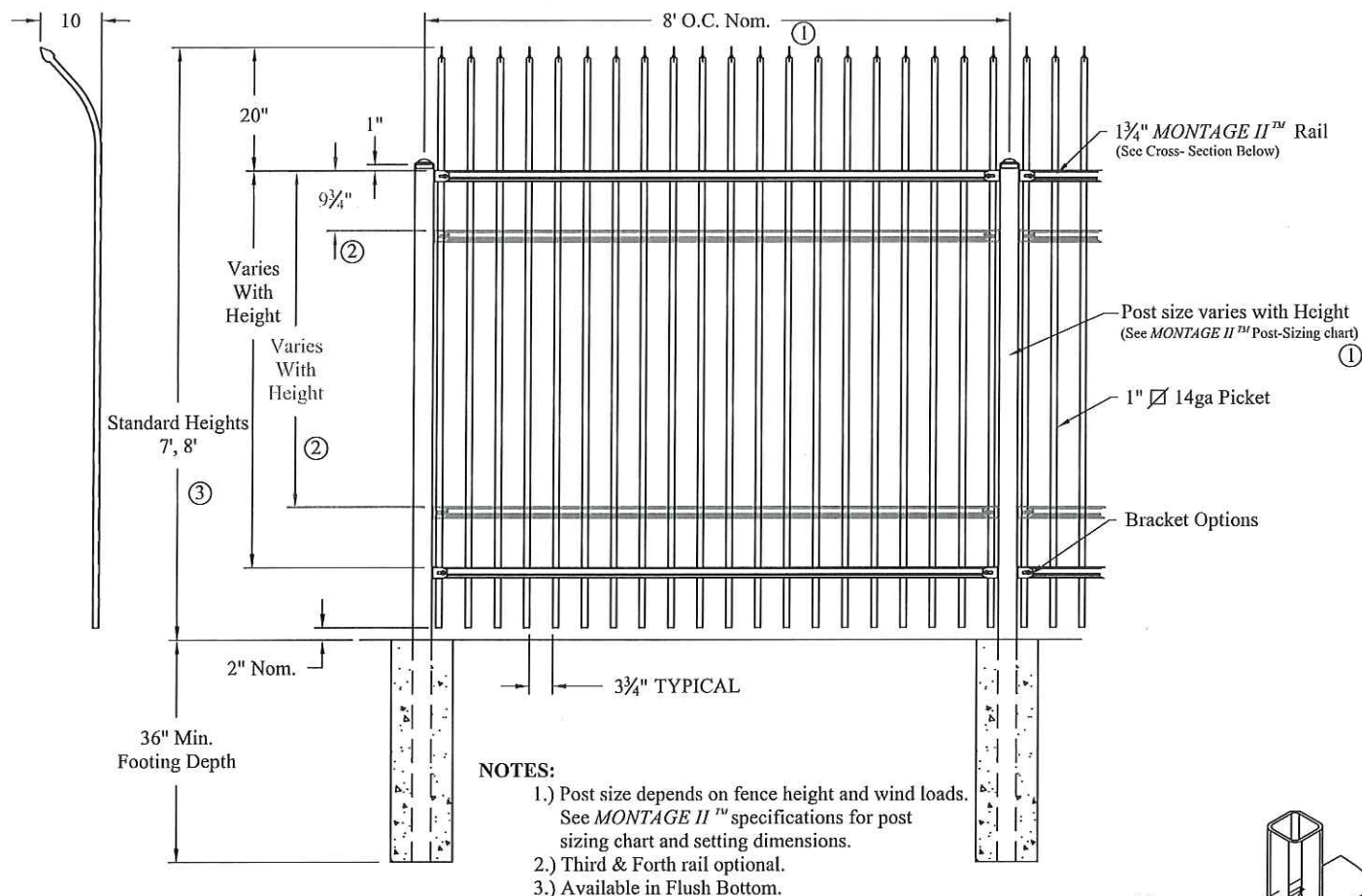
**PART 2 - MATERIALS**

**2.1 MANUFACTURER**

A. The steel security fence system shall conform to the manufacturer specifications of the style ornamental fence. Component sizes of the fence system shall be adequate for the height of 7'.

**PART 3 INSTALLATION**

- A. The 910' of steel security fencing shall be in accordance with the layout drawing provided by USCOE.
- B. All posts for the steel security fence shall be installed at 36" below grade and the post holes shall be filled with concrete (concrete furnished by fence installer).
- C. For all cutting/drilling of rails and posts, a zinc-rich primer paint shall be applied to cover the cut area and a second coat of matching paint shall be applied.



**HEAVY INDUSTRIAL STRENGTH WELDED STEEL PANEL**  
**PRE-ASSEMBLED**

Title: <b>MONTAGE II INVINCIBLE 2/3/4-RAIL</b>			
DR: CI	SH . 1 of 1	SCALE: DO NOT SCALE	
CK: PB	Date 6/28/10	REV: c	



**AMERISTAR®**

1555 N. Mingo  
Tulsa, OK 74116  
1-888-333-3422  
www.ameristarfence.com

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

2HHSO

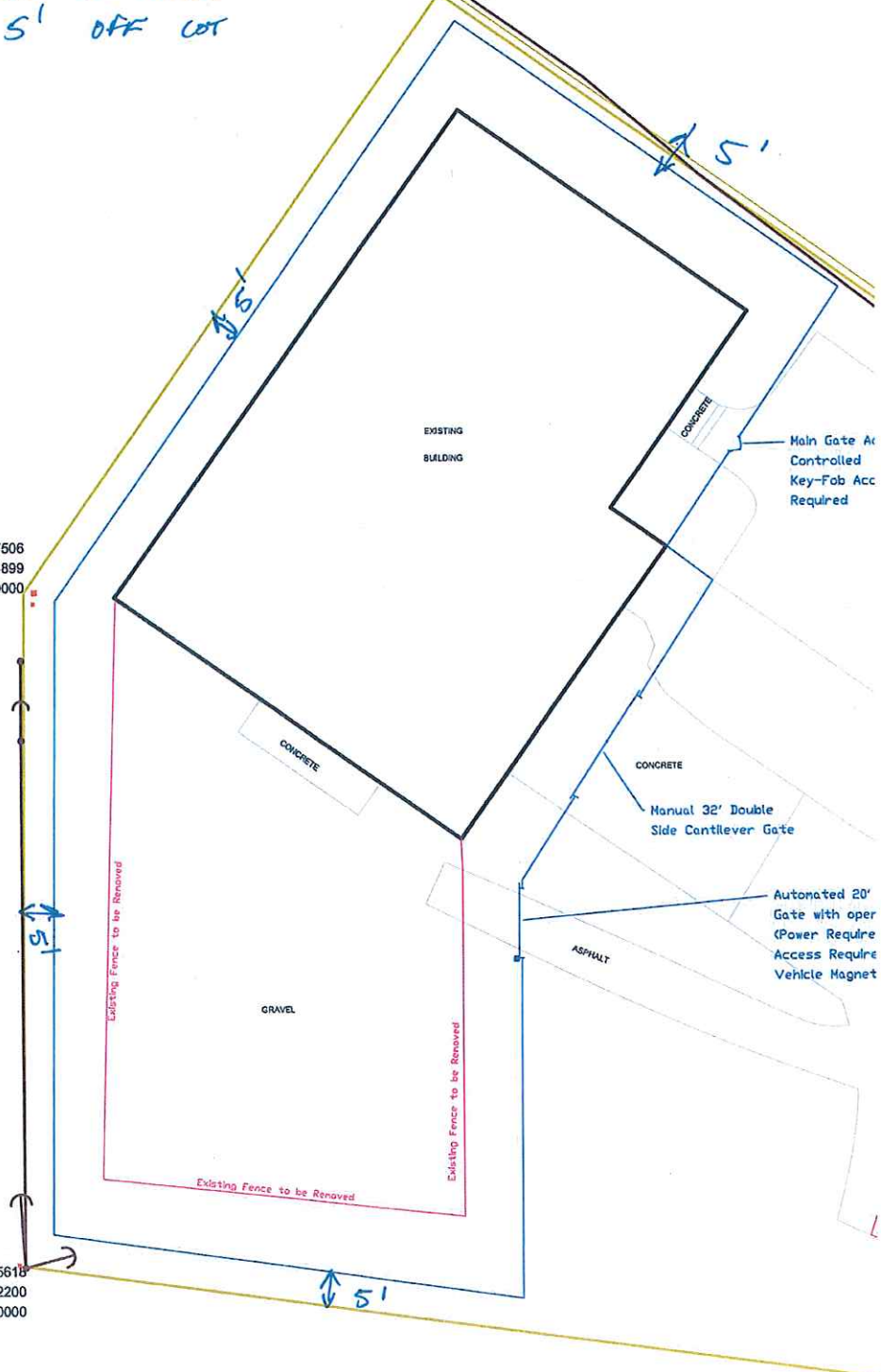
FENCE ON 3 SIDES  
TO BE 5' OFF LOT  
LINE.

X=4806.1783  
Y=5360.4158  
Z=0.0000

E. CAPITOL DR

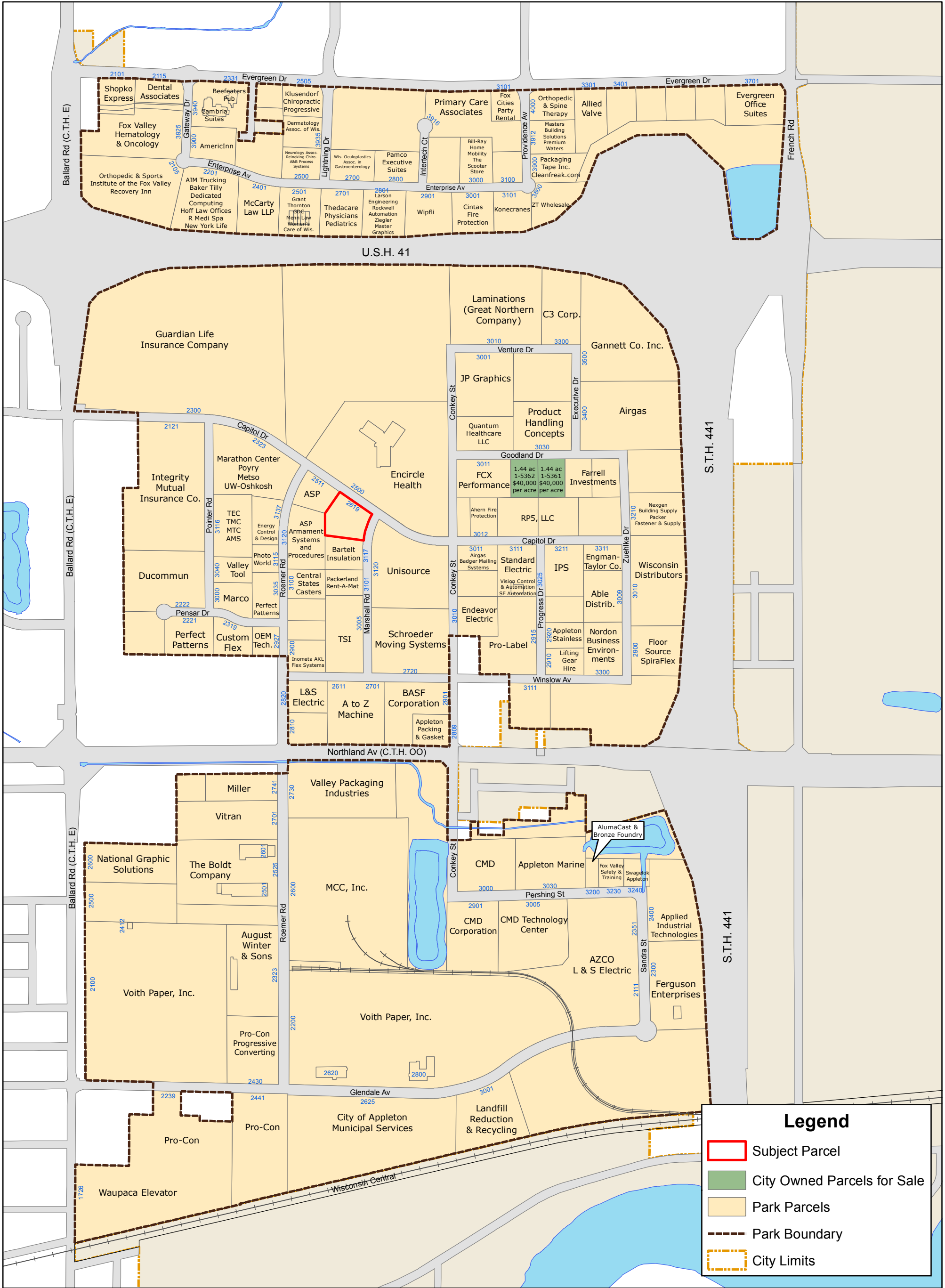
X=4701.7506  
Y=5210.4899  
Z=0.0000

X=4701.5618  
Y=5041.2200  
Z=0.0000





# Northeast Business Park Appleton, Wisconsin



0 0.25 0.5 Miles



## DEED RESTRICTIONS

### APPLICABLE TO ALL PROPERTIES SOLD IN THE NORTHEAST INDUSTRIAL PARK PLAT NO. 1 AND PLAT NO. 2

This conveyance is made subject to the following conditions, covenants, and understandings which shall be binding upon the vendee, his heirs, successors, and assigns:

1. ***Setbacks:***

- A. *Front Yard:* No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street or highway. In the case of corner lots, both forty (40) feet setbacks will apply.
- B. *Side and Rear Yards:* Minimum side and rear yards shall be twenty-five (25) feet, provided that adjacent property owners may mutually agree to jointly construct common wall structures thereby eliminating any setback between buildings.
- C. *County Highways:* A fifty-five (55) foot building setback shall be observed along CTH 00.

2. ***Land Use:***

Uses in the Industrial Park shall be limited to manufacturing, warehousing or wholesale distribution activities, and administrative offices directly related thereto. Commercial and service uses shall not be permitted.

3. ***Construction and Materials:***

- A. Any building erected shall be of masonry construction or enameled steel or the equivalent thereof.

4. ***Landscaping:***

The front yard area of the site shall be graded, landscaped, and planted with trees, shrubs, ground cover, and appropriate natural landscaping materials. Landscaping shall relate to buildings and paved surfaces as to scale, massing, size, shape, and color. At the time of planting, vegetation shall be of sufficient size as to noticeably enhance the site (i.e., whips are inappropriate as primary landscaping elements). Existing trees shall be preserved whenever possible and may be substituted for part of the required landscaping. Plant material shall be of hardy quality, preferably native of Wisconsin. Weedy or short-lived trees such as Box Elder, Poplar, American Elm, or Willow shall not be acceptable. Vendee shall be responsible for maintenance of vegetation and replacement of any defective plant material.

5. ***Parking, Outdoor Storage Areas, and Vehicle Access:***

All parking and outdoor storage areas shall be paved. Parking shall be permitted within the minimum front yard setback area, however, it shall be located no closer than fifteen (15) feet to the public right-of-way line. The purchaser agrees to provide off-street parking for employees, clients, and visitors.

6. ***Outdoor Storage:***

No outside storage of any kind shall be permitted unless such stored materials are visually screened from all streets with a suitable fence, vegetation, berm, or combination thereof. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to behind the front line of the building on the property, and within the building setback lines. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. Storage of fuel oil or other bulk fluids must be underground. Fences, walls, or hedges may not be located closer than fifteen (15) feet to any property line.

7. ***Signs:***

Identification signs shall be permitted to promote only the name and/or trademark of the owner or tenant of the parcel on which the sign is placed. Signs, lighting, etc., are to be indicated on the final site plan submitted to the Community Development Committee for review. Ground signs must be set back 10 feet from the right-of-way line and must be of a low profile design subject to approval by the Committee. Building signs must comply with the City Zoning Ordinance.

8. ***Approval of Plans:***

Before commencing the construction or alterations of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the vendee shall first submit its building plans, specifications, site and landscape plans, and an elevation sketch of all improvements to be placed thereon to the Community Development Committee for its written approval. In the event the Committee or its assigns shall fail to approve or disapprove in writing such building plans, specifications, site and landscape plans, and elevation sketch within thirty (30) days after they have been submitted to them, such approval will not be required and these restrictions will be deemed to have been complied with. The Community Development Committee may assign this review of plans to the Planning Department.

9. ***Repurchase Rights:***

**Failure to Build:** In the event the owner of land purchased from the City of Appleton does not commence construction of a building within one (1) year after the date of purchase, ownership reverts to the City. The price paid to repurchase shall be the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, proration of the current years property taxes to date of closing, title insurance policy premium or cost of warranty abstract, and any liens and encumbrances on the property of a definite or ascertainable amount. Further, repurchase price shall be adjusted by the amount equal to the amount of an option fee for that year had the property been under option between the City and the Buyer. Conveyance shall be by warranty deed.

**Resale of Vacant Land:** In the event the owner of land purchased from the City of Appleton elects to sell any portion thereof which is vacant, the property shall first be offered, in writing, to the City of Appleton. The City of Appleton shall have sixty (60) days from date of receipt of such offer to accept or reject, unless an extension of time may be mutually agreed upon and set forth in writing. The purchase price shall be computed as in the Article above. Conveyance shall be by warranty deed. The seller shall furnish title insurance policy at the seller's expense.

10. ***Reciprocal Switching:***

The vendee shall agree to request what is known as "reciprocal switching" from the railroad spur line constructed on or across any property in the industrial park site.

11. ***Waiver of Notice:***

All land sold before major assessable improvements are completed in the business park site shall be subject to the purchaser's waiving notice of assessments and hearings, and such waiver shall be part of the negotiations.

12. ***Variances:***

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variances from the strict applications of these Deed Restrictions or any one or more of them where the circumstances, in its sole and exclusive judgement, justifies the granting of same.



13. ***Enforcement:***

In the event that the vendee fails to perform in accordance with these restrictions, the Common Council, upon recommendation of the Community Development Committee, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special assessment. The Common Council shall give at least thirty (30) days notice to the vendee of any violation and the steps required to correct it prior to taking any action to cure such violation.

14. ***Invalidation:***

The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said restrictions at the time of its violation shall in no way affect any of the other restrictions nor be deemed a waiver of the right to enforce the same thereafter.



## MEMORANDUM

---

TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: June 16, 2016

RE: Letter of Intent for Southpoint Commerce Park

---

The City has received a Letter of Intent (attached) from Commercial Horizons for development of a World Headquarters, Innovation Center and Pilot Plant for an undisclosed company to purchase Lots 12 and 13 of Plat 1 in the Southpoint Commerce Park (map attached).

The proposed purchase price is \$45,000 per acre which is the City's asking price for Plank Road frontage land in the Southpoint Commerce Park. The two parcels comprise 6.83 acres. Other requested terms, including the requested framework of the Development Agreement are also included in the Letter of Intent. As stated in the LOI, "this Letter of Intent shall not create a binding agreement and shall not be constructed as a contract for purchase and sale of property."

Lot 13 is not currently owned by the City. To facilitate this transaction, the City would have to repurchase Lot 13 under Section 13 of the Deed Restrictions and Covenants, Repurchase Rights. The estimated repurchase price, assuming an August 1, 2016 closing date, using the guidelines in the Deed Restrictions and Covenants is approximately \$152,749 (calculations attached).

### Staff Recommendation:

CEDD be authorized to accept the basic terms of the Letter of Intent from Commercial Horizons dated June 7, 2016 and continue to negotiate terms toward offer to purchase and development agreement for subject parcel.

CEDD be authorized to proceed with the Repurchase of Lot 13, Plat 1, in the Southpoint Commerce Park under the terms outlined in Section 13 – Repurchase Rights.

## Matthew Rehbein

---

**From:** Monica Stage  
**Sent:** Wednesday, June 08, 2016 8:56 AM  
**To:** Matthew Rehbein  
**Subject:** FW: Southpoint Commerce Park  
**Attachments:** LOI - City of Appleton.docx

**From:** Paul Klister [mailto:pkllister@commercialhorizons.com]  
**Sent:** Tuesday, June 07, 2016 8:21 PM  
**To:** Karen Harkness <Karen.Harkness@Appleton.org>; Monica Stage <Monica.Stage@appleton.org>; matt.rehbein@appleton.org  
**Cc:** Mike Lokensgard <mlokensg@gklaw.com>  
**Subject:** Southpoint Commerce Park

Hello all – please see revised LOI that changes our price per acre. Thank you, Paul



**Paul Klister | Principal**

100 W. Lawrence St #214 Appleton, WI 54911  
P.O. Box 115 Appleton, WI 54912-0115  
Office: (920) 830.9646 | Fax: (920) 830.9647  
Mobile: (920) 428-7007  
pkllister@commercialhorizons.com

June 7, 2016

City of Appleton  
Community & Economic Development  
Attn: Matt Rehbein  
100 N. Appleton Street  
Appleton, WI 54911

Re: LETTER OF INTENT for the Purchase and Sale of Real Property known as Lots 12 & 13 of the Southpoint Commerce Park, Appleton, WI (the "Property"), and Development Agreement.

Dear Mr. Rehbein:

We are pleased to present to you this Letter of Intent which sets forth the terms on which Commercial Horizons, Inc. (the "{Purchaser}") is willing to purchase lots 12 & 13 of the Southpoint commerce Park, Appleton, Wisconsin, from the City of Appleton ("Seller"). Said purchase is for the immediate development of the world Headquarters, Innovation Center and Pilot Plant for Company to be named at a later date ("Company").

Terms and conditions to be included in the Purchase and Sale Agreement include the following:

1. **Purchase Price:** \$307,350.00 (\$45,000.00 per acre for 6.83 acres).  
Purchase price would be paid as follows:
  - a. Earnest Money deposit of \$10,000.00 will be paid within 5 days of executed Purchase and Sale Agreement and held in Escrow at a Title Company agreed to by the parties.
  - b. Balance of purchase price to be paid by cash at the time of closing.
2. **Site Development:** Seller shall be responsible for the costs associated with the development of the Property including installation of adequate offsite storm water piping and/or storm water management basin and extension of utilities up to the property line. This offer is contingent upon the community development retention pond being adequate based on the final site design.
3. **Closing Date:** Closing shall take place on or before ten (10) days after:
  - i. Obtaining all necessary municipal approvals;
  - ii. Municipal approval of a Development Agreement between the parties.



4. **Inspection/due diligence period:** Purchaser shall have a 90 day inspection period from the time of the execution of the Purchase and Sale Agreement to complete all environmental, geotechnical, zoning, flood plain, title, and engineering reviews. Seller shall provide any and all information in its possession in a timely manner, including, but not limited to: all maps,, geotechnical and environmental reports; title. Purchaser shall be granted two (2) extension periods of 45 days each if unable to complete all due diligence.
5. **Title:** At closing marketable and insurable title to the Property shall be conveyed to Purchaser of Purchaser's designee by general warranty deed in fee simple absolute free, clear and unencumbered, subject only to easements of record, the leases to be approved by Purchaser during the Inspection period and Installments of real estate taxes a lien but not yet due and payable.
6. **Closing Costs:** Seller shall pay all state and local conveyance fees. Purchaser shall be responsible for recording costs of the deed and other documents that Purchaser requires be recorded.
7. **Real Estate Taxes:** Seller shall pay its prorated share of real estate taxes based on the prior year known property tax. Buyer shall receive a credit against the Purchase Price at closing.
8. **Commission:** Seller shall be responsible for a commission associated with this transaction equal to 8% of \$307,350.00 payable to Commercial Horizons, Inc. attn.: Mike Maedke.

#### **DEVELOPMENT AGREEMENT**

Company is an International, Innovator that has engaged Commercial Horizons, Inc. ("Developer") to assist in procuring a site and developing and leasing a new facility that will house its world headquarters. The development will include class "A" office space, laboratories and a pilot plant. Due to the unique nature of this facility, the cost and expense to develop and operate far exceed what the cost to develop a more customary office building. Thus, a substantial financial gap is created and but for, financial assistance to be provided by the City of Appleton, Company would not enter into a lease for the Project and Developer would not be able to proceed with the project.

1. **Developer Obligations:** Developer shall construct the Project in accordance with all applicable City zoning and building codes, ordinances and regulations. Developer warrants and represents to the City that the Project will contain at least 37,000 square feet of space and that the total

development costs expended on the Project (inclusive of personal property and equipment) will be approximately \$17,000,000.00.

2. **City Obligations:** Subject to mutually acceptable terms, covenants and conditions of a Development Agreement and applicable provisions of law, and as an inducement by the City of Appleton to Company and Developer to carry out the Project, the City of Appleton will pay to Company a development investment (the "Investment"). The principal amount of the Investment shall be the lesser of: (i) Three Million Seven Hundred Forty Thousand Dollars (\$3,740,000.00); or (ii) twenty two percent (22%) of the total equalized value of the real and personal property comprising the Project as of January 1 of the year in which the Project is first fully assessed – as such equalized value is determined by the Wisconsin Department of Revenue, minus the base value of the Property, as determined by the Wisconsin Department of Revenue. The Investment will be paid directly to Company in a manner to be negotiated and will include interest on the Investment at the rate of five percent (5%) per annum. Additionally, the City of Appleton will reinvest the amount of the purchase price of the land into the project.

This Letter of Intent shall not create a binding agreement and shall not be constructed as a contract for purchase and sale of Property. It is, however, an expression of certain terms and conditions to be included in the Purchase and Sale Agreement and Development Agreement. Upon receipt of a signed copy of this Letter of Intent, Purchaser shall instruct its legal counsel to prepare the Purchase and Sale Agreement. Seller and Purchaser shall work diligently and in good faith to enter into the Purchase and Sale Agreement within forty-five (45) days after the acceptance of this letter of intent by Seller.

If the terms of this Letter of Intent are acceptable, please sign and return to Paul Klister (Commercial Horizons, Inc.). Thank you.

AGREED TO BY PURCHASER:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

AGREED TO BY SELLER:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**CALCULATION OF REPURCHASE PRICE PER DEED RESTRICTIONS FOR LOT 13, PLAT 1 SPCP**

Purchase Price	\$167,400.00
Sale Date	Oct. 20, 2008
Lot Size	3.72 Ac

Sum of original purchase price	\$167,400
Special Assessments (Add)	-
Unpaid Property Taxes (Deduct)	470
Pro-Rata Current yr. Property Taxes (Deduct)	2,196 *
Title Insurance Premium (Deduct)	93
RE Commission pd. At closing (Deduct)	13,392
Liens and encumbrances (Deduct)	**
Option Fee (Deduct)	-

ESTIMATED REPURCHASE PRICE	\$151,249
TO SELLER PER DEED RESTRICTION LANGUAGE	

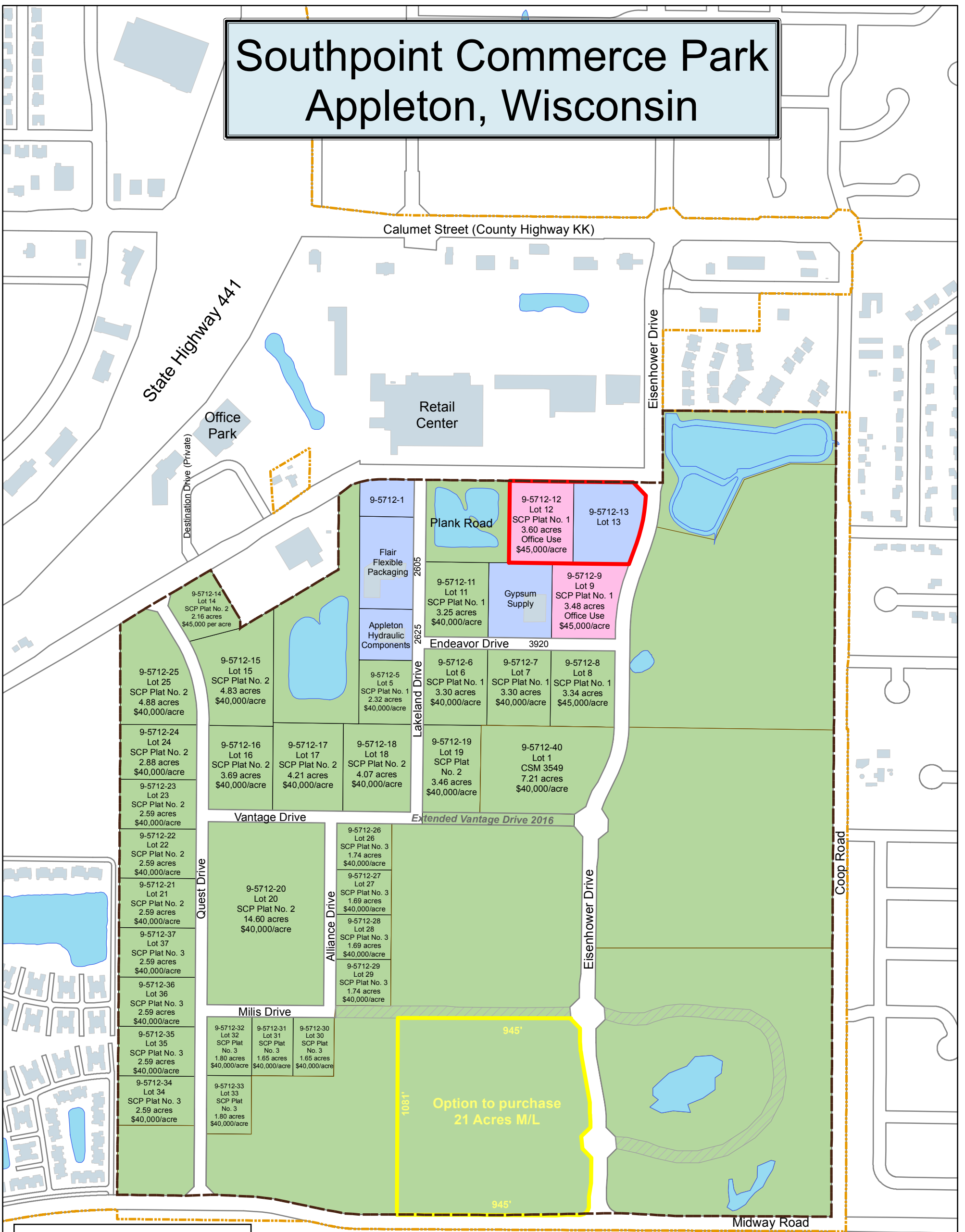
Estimated Transaction Costs	1500
-----------------------------	------

<b>TOTAL ESTIMATED COST</b>	<b>\$152,749</b>
-----------------------------	------------------

\*Assumes close date Aug 1, 2016

\*\*Don't know liens/encumbrances

# Southpoint Commerce Park Appleton, Wisconsin



**Legend**

Park Boundary

Subject Parcels

Option to purchase 21 acres M/L

Proposed Roads

City Limits

Proposed Parcel Lines

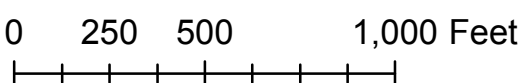
AppletonGIS.DBO.ActionPoly

For Sale

Office Use

Sold

Exhibit A  
Available Sites





# Exhibit B Deed Restrictions



## DECLARATION OF COVENANTS AND RESTRICTIONS

APPLICABLE TO ALL PROPERTIES SOLD IN  
SOUTHPOINT COMMERCE PARK PLATS NO. 1, 2 & 3

This conveyance is made subject to the following conditions, covenants, and understandings, which shall be binding upon the vendee and his/her heirs, successors, and assigns:

1. ***Setbacks:***

- A. *Front Yard:* No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street. In the case of corner lots, both forty (40) foot setbacks will apply.
- B. *Side and Rear Yards:* Minimum side and rear yards shall be twenty-five (25) feet.

2. ***Land Use:***

Restrictions on Use. The Restricted Parcel shall be developed and used solely for the following purpose and for no other purpose:

- 1. Manufacturing;
- 2. Research, development and testing laboratories;
- 3. Wholesaling, warehousing and distribution;
- 4. Office operations only if they are an integral part of and a necessary adjunct to a permitted use;
- 5. Retail sales of products manufactured on site and clearly an accessory use to the primary use of the site and provided on premises sales are limited in floor area to no more than (10) percent of the total gross floor area occupied by the permitted or special use;
- 6. Other land uses may be considered for approval by the Community Development Committee if a determination is made that the project fits the development objectives of the City.

3. ***Nuisance Factors and Hazards***

- A. In order to protect the interests of all Tenants, no operation shall be conducted which emits offensive or objectionable noise, vibration, smoke, odors, dust, or gases. Precautions should be taken in all research and other approved operations for radiation, radioactivity, fire, and explosion hazards.
- B. No fuel or chemical in-ground or outdoor storage shall be allowed in the Park.

4. ***Building Standards***

- A. Any building erected shall be at least 7,500 square feet in area and have a gross floor area equal to at least 10 percent of the land area.
- B. The maximum ratio of building area (footprint) to total parcel size shall in no event exceed forty (40) percent, exclusive of parking and loading areas. The building footprint, all parking, driveways, and loading areas, when combined, may not exceed seventy (70) percent of the total Parcel size.
- C. Buildings shall be designed by an Architect or Engineer. Complete architectural design must be given to all façades of all buildings with all sides and rear elevations being given architectural treatment compatible with the front elevation of the building.
- D. This Industrial Park encourages a variety of architectural styles. However, it is intended that a basic harmony of architecture prevail among the buildings so that no one structure detract from the attractiveness of the overall development.
- E. The front elevation of the building, any elevation facing a street, and externally visible opaque surfaces shall be a minimum of 75% of materials 1-5 (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms). The side and rear building elevations that do not face any street shall be a minimum of 25% of materials (1-5). Exception to this requirement would be limited to (1) expandable building side with prior approval from the Site Plan Review Committee.
  - 1. Brick;
  - 2. Architectural precast concrete panels (surface finish to be painted, stained, or exposed aggregate). When using concrete panels as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of various textures, colors and accents will be encouraged.
  - 3. Decorative face concrete block. When using decorative face concrete block as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of different types and textures (split face, fluted, scored or striated) to provide variety and relief will be encouraged.

4. Cut stone;
  5. Exterior insulation and finish systems (EFIS);
  6. Metal panels may be used only in combination with one of the approved materials. Any metal siding proposed for use shall be entirely coated with a color fast, abrasion and corrosion resistant, long life (minimum of 20 years) finish that is resistant to chemicals, withstands temperature extremes, and has a low permeability. Any material utilized to attach the metal siding to the building shall be concealed or the utilization of shadow panels or semi-concealed fastener panels with fasteners painted to match the panels shall be required.
  7. Other building materials being developed and to be developed by the construction industry. The use of such materials will be reviewed by the Site Plan Review Committee on a case-by-case basis.
- F. Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness, and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Park.
- G. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- H. The Community Development Committee will approve ancillary structures. Approval may be granted only if such structures are necessary to the principal use of the building site, are in architectural and aesthetic conformance with other buildings or structures on the site, are properly screened, meet all requirements of these covenants and are otherwise satisfactory to the Community Development Committee at its sole discretion.

5. ***Landscaping:***

- A. ***Landscape Plan:*** The landscaping upon any building site or lot shall be carried out in accordance with a detailed landscaping plan, which has been reviewed and approved in writing by the City's Site Plan Review Committee. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall show all ground cover and mulch areas, landscape and construction materials, and construction details.
- B. ***Landscaping Methods:*** Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkler systems, fountains, storm run-off retention ponds, reflective ponds, and landscape lighting.

C. *Plant Material*: Selected plant material should provide for a variety of shade trees, evergreen trees, and shrubs, ornamental trees and shrubs and ground covers. Plant material selection shall take into consideration the following:

1. Disease and insect resistance;
2. Hardiness to the area;
3. The ability to provide seasonal interest;
4. Future maintenance considerations;
5. Ability of plant material to accomplish its intended purpose in each placement.

D. *Time for Completion*: All landscaping shall be completed within ninety (90) days following occupancy, or as soon thereafter as weather will allow if such period occurs within winter months.

E. *Maintenance*: The owner shall be responsible for maintaining all landscaping as approved on the original plan for his site. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Community Development Department. Landscaped areas, materials, fixtures, and improvements shall be maintained by the owner of the building site, or by such owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, replacement of dead plantings, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the building site landscaping in a healthy state of growth and visually attractive in appearance.

If the owner or the owner's assigns fail to maintain the landscaping and site per the approved landscaping plan in this section, the City of Appleton or its Agent may seek an inspection warrant to enter the site and conduct such maintenance and to seek full reimbursement.

#### 6. *Utility Controls*

All utilities lines shall be located underground where feasible except for high voltage lines. In the event high voltage lines are required, rear locations nearest and parallel with rear lot lines shall be encouraged.

#### 7. *Parking, Loading*

Off-street parking and loading areas shall be provided on each building site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all site occupants and visitors and comply with the City's Zoning Ordinance regarding parking standards.

1. All truck maneuvering must be confined within the boundaries of the property.
2. All parking, driveways, and loading areas shall be paved.
3. Parking shall be permitted within the minimum front yard setback area; however, it shall be located no closer than fifteen (15) feet to the public right-of-way line. Parking shall be setback a minimum of 6' from the side property line.

Truck loading and receiving areas shall occur in the rear of any buildings or structures on any Lot. Truck loading and receiving areas shall be permitted on the side of such building if sufficient visual screening is installed to screen the dock area from the street.

Truck loading and receiving is normally not permitted in the front of such building unless dictated by the site conditions and only if fully screened from the street. In that event, the Community Development Committee shall review and approve the location of the loading dock. The Community Development Committee may assign this review of plans to the Community Development Department.

8. ***Outdoor Storage:***

No outside storage of any kind shall be permitted unless such stored materials are visually screened from all streets and adjoining properties with a suitable fence, vegetation, berm, or combination thereof approved by the Site Plan Review Committee. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to behind the front line of the building on the property, and within the building setback lines. All refuse containers must be enclosed by a fence of solid material such as will provide a suitable visual screen. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. All storage areas shall be paved.

9. ***Roof Mounted Equipment:***

Roof mounted equipment shall be so located and/or screened, and painted to minimize visibility from the street and adjacent owners.

10. ***Signs:***

Identification signs shall be permitted to promote only the name and/or trademark of the owner or tenant of the parcel on which the sign is placed. The signs shall not advertise business services. Signs, lighting, etc., are to be indicated on the final site plan submitted to the Site Plan Review Committee for review.

1. Ground signs must be set back a minimum of 10 feet from the right-of-way line and must be of a low profile design subject to approval by the Committee.
2. Signs may not be of unusual size or shape when compared to the improvements situated on the site on which the sign is located.

3. Signs may not be installed above the roofline of a building.
4. Pole signs are prohibited.
5. Signs may not contain or utilize any flashing, blinking, intermittent or moving light as source of illumination.
6. No signs shall be located in or painted on any window.
7. Building signs must comply with the City Sign Code.

11. ***Maintenance Responsibilities:***

- A. Each owner shall keep its property, all contiguous street right-of-way to the edge of the pavement, and all drainage and easement areas in a well -maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:
  1. The removal of all litter, trash, refuse, and wastes;
  2. Compliance with the City's noxious weed control ordinance, including the mowing of all grass areas to a height not over 4";
  3. The maintenance of exterior lighting, signs, and mechanical facilities;
  4. The keeping of all exterior building surfaces in a cleaned, well-maintained condition;
  5. The maintenance of all drainage ways including the removal of all debris, weeds, and silt.
- B. The owner of any undeveloped lands shall maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.

12. ***Site Plan Review:***

Before commencing the construction or alterations of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the owner shall first submit its building plans, specifications, site and landscape plans, elevations of all sides of the building, samples of materials proposed for all external surfaces including colors and textures, and an artist's rendering of the project or a scale model to the Site Plan Review Committee in accordance with Section 23-171 of the City Zoning Code. Renderings should show adjacent buildings, landscaping, screening, signs etc.

13. ***Repurchase Rights:***

**Failure to Build:** In the event the owner of land purchased from the City of Appleton does not commence construction of a building within one (1) year after the date of purchase, the City has the option to repurchase said property. The City shall pay the following repurchase price: the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, pro-ration of the current years property taxes to date of closing, title insurance policy premium, real estate commission paid at time of original closing, and any liens and encumbrances on the property of a definite or ascertainable amount. Further, repurchase price shall be adjusted by the amount equal to the amount of an option fee for that year had the property been under option between the City and the Buyer. Conveyance shall be by warranty deed.

**Resale of Vacant Land:** In the event the owner of land purchased from the City of Appleton elects to sell any portion thereof, which is vacant, the property shall first be offered, in writing, to the City of Appleton. The City of Appleton shall have sixty (60) days from date of receipt of such offer to accept or reject repurchase of the property unless an extension of time may be mutually agreed upon and set forth in writing. The purchase price shall be computed as in the paragraph above (Failure to Build). Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense. In the event the City does not elect to repurchase the property, the owner may sell the land, but these Declarations of Covenants and Restrictions shall run with the land and be binding on the subsequent owner.

14. ***Subdivision of Lots:***

After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Community Development Committee. No owner may sell, lease or rent less than all of the lot without the prior written consent of the Community Development Committee. The Community Development Committee may delegate this approval authority to the Community Development Department. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

15. ***Waiver of Notice:***

All land sold before major assessable improvements are completed in the business park site shall be subject to the purchaser's waiving notice of assessments and hearings, and such waiver shall be part of the negotiations.

16. ***Variances:***

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variances from the strict applications of these covenants and restrictions, or any one or more of them, where the circumstances, in its sole

and exclusive judgment, justifies the granting of same.

17. ***Enforcement:***

The Community Development Committee has the responsibility to ensure compliance with the covenants and restrictions through any and all lawful means. In the event that the owner fails to perform in accordance with these covenants and restrictions, the Common Council, upon recommendation of the Community Development Committee, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special charge. The Common Council shall give at least thirty (30) days notice to the vendee of any violation and the steps required to correct it prior to taking any action to cure such violation.

18. ***Invalidation:***

The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said covenants and restrictions at the time of its violation shall in no way affect any of the other covenants or restrictions nor be deemed a waiver of the right to enforce the same thereafter.

19. ***Term:***

Each lot shall be conveyed subject to the covenants and restrictions set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty (30) years from the date of this Declaration of Covenants and Restrictions is recorded, after which time said covenants and restrictions as are then in force and effect shall be automatically renewed for successive periods of ten (10) years each, unless an instrument terminating such covenants and restrictions is recorded with the Outagamie County Register of Deeds by the Common Council as evidenced by a resolution duly adopted by a majority of all members of the Common Council.



# Southpoint Commerce Park Appleton, Wisconsin

Calumet Street (County Highway KK)

Slate Highway 441

Office  
Park

Retail  
Center

## Legend

- For Sale
- Office
- Offer
- Sold
- Industrial Park Boundary
- Ponds
- City Limits

Plank Road (County Highway AP)

Eisenhower Drive

Future Pond

9-5700-6  
Time Warner Cable  
Technical Operations Center

9-5712-1  
Mike Roberts  
9-5712-2  
Lot 2  
SCP Plat No. 1  
1.44 acres  
\$40,000/acre

9-5712-11  
Lot 11  
SCP Plat No. 1  
3.25 acres  
\$40,000/acre

9-5712-12  
Lot 12  
SCP Plat No. 1  
3.60 acres  
Office Use  
\$45,000/acre

9-5712-13  
Mike Roberts  
RPG 4

9-5712-3  
Flair  
Flexible  
Packaging

9-5712-10  
Arrow Moving  
Systems, Inc

9-5712-9  
Lot 9  
SCP Plat No. 1  
3.28 acres  
Office Use  
\$45,000/acre

9-5712-4  
Appleton  
Hydraulic  
Components

9-5712-6  
Lot 6  
SCP Plat No. 1  
3.30 acres  
\$40,000/acre

9-5712-7  
Lot 7  
SCP Plat No. 1  
3.30 acres  
\$40,000/acre

9-5712-8  
Lot 8  
SCP Plat No. 1  
3.34 acres  
\$45,000/acre

9-5712-5  
Lot 5  
SCP Plat No. 1  
2.32 acres  
\$40,000/acre

9-5712-19  
Lot 19  
SCP Plat  
No. 2  
3.46 acres  
\$40,000/acre

9-5712-26  
Lot 26  
SCP Plat  
No. 3  
1.74 acres  
\$40,000/acre

9-5712-27  
Lot 27  
SCP Plat  
No. 3  
1.69 acres  
\$40,000/acre

9-5712-25  
Lot 25  
SCP Plat No. 2  
4.88 acres  
\$40,000/acre

9-5712-15  
Lot 15  
SCP Plat No. 2  
4.83 acres  
\$40,000/acre

9-5712-16  
Lot 16  
SCP Plat No. 2  
3.69 acres  
\$40,000/acre

9-5712-17  
Lot 17  
SCP Plat No. 2  
4.21 acres  
\$40,000/acre

9-5712-18  
Lot 18  
SCP Plat No. 2  
4.07 acres  
\$40,000/acre

9-5712-24  
Lot 24  
SCP Plat No. 2  
2.88 acres  
\$40,000/acre

9-5712-23  
Lot 23  
SCP Plat No. 2  
2.59 acres  
\$40,000/acre

9-5712-22  
Lot 22  
SCP Plat No. 2  
2.59 acres  
\$40,000/acre

9-5712-21  
Lot 21  
SCP Plat No. 2  
2.59 acres  
\$40,000/acre

9-5712-37  
Lot 37  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-36  
Lot 36  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-35  
Lot 35  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-34  
Lot 34  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-20  
Lot 20  
SCP Plat No. 2  
14.60 acres  
\$40,000/acre

9-5712-32  
Lot 32  
SCP Plat  
No. 3  
1.80 acres  
\$40,000/acre

9-5712-31  
Lot 31  
SCP Plat  
No. 3  
1.65 acres  
\$40,000/acre

9-5712-30  
Lot 30  
SCP Plat  
No. 3  
1.55 acres  
\$40,000/acre

9-5712-29  
Lot 29  
SCP Plat  
No. 3  
1.74 acres  
\$40,000/acre

9-5712-28  
Lot 28  
SCP Plat  
No. 3  
1.69 acres  
\$40,000/acre

9-5712-27  
Lot 27  
SCP Plat  
No. 3  
1.69 acres  
\$40,000/acre

9-5712-26  
Lot 26  
SCP Plat  
No. 3  
1.74 acres  
\$40,000/acre

9-5712-25  
Lot 25  
SCP Plat No. 2  
4.88 acres  
\$40,000/acre

9-5712-24  
Lot 24  
SCP Plat No. 2  
2.88 acres  
\$40,000/acre

9-5712-23  
Lot 23  
SCP Plat No. 2  
2.59 acres  
\$40,000/acre

9-5712-22  
Lot 22  
SCP Plat No. 2  
2.59 acres  
\$40,000/acre

9-5712-21  
Lot 21  
SCP Plat No. 2  
2.59 acres  
\$40,000/acre

9-5712-20  
Lot 20  
SCP Plat No. 2  
14.60 acres  
\$40,000/acre

9-5712-19  
Lot 19  
SCP Plat  
No. 2  
3.46 acres  
\$40,000/acre

9-5712-18  
Lot 18  
SCP Plat No. 2  
4.07 acres  
\$40,000/acre

Coop Road

Vantage Drive

Quest Drive

Alliance Drive

Eisenhower Drive

Milis Drive

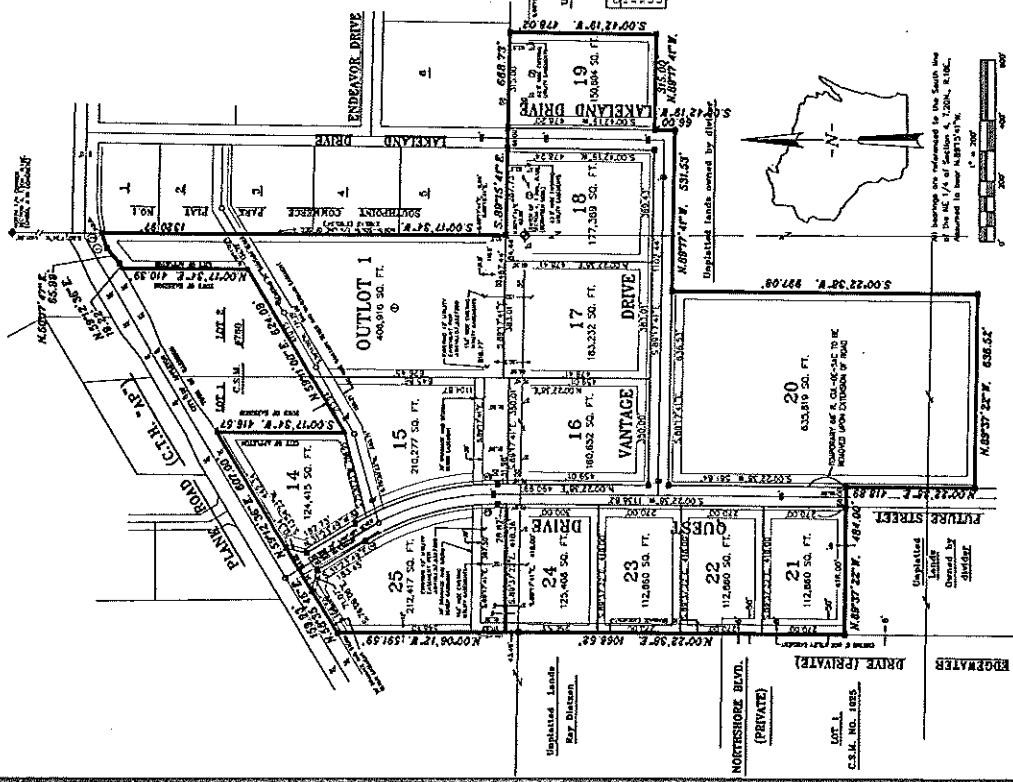
Officially Mapped Midway Road

Midway Road





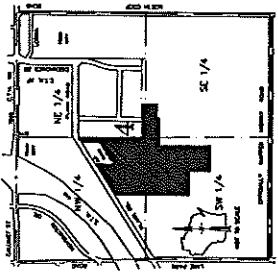
PART OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2284 AND PART OF THE SW 1/4 OF THE NE 1/4, THE NW 1/4 OF THE SE 1/4 OF THE SW 1/4, THE SE 1/4 OF THE NW 1/4 AND THE SE 1/4 OF THE SW 1/4, IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.

[illegible]

This such plot is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made. That I have made such land survey and plot by the direction of commissioners. That I have duly complied with the provisions of Chapter 2-3-34 of the Wisconsin Statutes and the City of Appleton substantially in accordance in surveying, dividing and mapping the same given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Thomas M. Kroemer, Wisconsin Registered Land Surveyor No. 522262

UNPLAZED LANDS OWNED BY CHURCH				
CHURCH NO.	OWNER	AC.	MO.	FOOT.
1-4	CHURCH	43.68	31	742.72
5-6	CHURCH	10.18	31	742.72
7-8	CHURCH	34.18	31	742.72
9-10	CHURCH	34.18	31	742.72
11-12	CHURCH	34.18	31	742.72
13-14	CHURCH	34.18	31	742.72
15-16	CHURCH	34.18	31	742.72
17-18	CHURCH	34.18	31	742.72
19-20	CHURCH	34.18	31	742.72
21-22	CHURCH	34.18	31	742.72
23-24	CHURCH	34.18	31	742.72
25-26	CHURCH	34.18	31	742.72
27-28	CHURCH	34.18	31	742.72
29-30	CHURCH	34.18	31	742.72
31-32	CHURCH	34.18	31	742.72
33-34	CHURCH	34.18	31	742.72
35-36	CHURCH	34.18	31	742.72
37-38	CHURCH	34.18	31	742.72
39-40	CHURCH	34.18	31	742.72
41-42	CHURCH	34.18	31	742.72
43-44	CHURCH	34.18	31	742.72
45-46	CHURCH	34.18	31	742.72
47-48	CHURCH	34.18	31	742.72
49-50	CHURCH	34.18	31	742.72
51-52	CHURCH	34.18	31	742.72
53-54	CHURCH	34.18	31	742.72
55-56	CHURCH	34.18	31	742.72
57-58	CHURCH	34.18	31	742.72
59-60	CHURCH	34.18	31	742.72
61-62	CHURCH	34.18	31	742.72
63-64	CHURCH	34.18	31	742.72
65-66	CHURCH	34.18	31	742.72
67-68	CHURCH	34.18	31	742.72
69-70	CHURCH	34.18	31	742.72
71-72	CHURCH	34.18	31	742.72
73-74	CHURCH	34.18	31	742.72
75-76	CHURCH	34.18	31	742.72
77-78	CHURCH	34.18	31	742.72
79-80	CHURCH	34.18	31	742.72
81-82	CHURCH	34.18	31	742.72
83-84	CHURCH	34.18	31	742.72
85-86	CHURCH	34.18	31	742.72
87-88	CHURCH	34.18	31	742.72
89-90	CHURCH	34.18	31	742.72
91-92	CHURCH	34.18	31	742.72
93-94	CHURCH	34.18	31	742.72
95-96	CHURCH	34.18	31	742.72
97-98	CHURCH	34.18	31	742.72
99-100	CHURCH	34.18	31	742.72

[illegible]

107

5 SHEET

THESE PLANS, SPECIFICATIONS AND NOTES SHALL BE THE PROPERTY OF THE CITY OF LOS ANGELES AND SHALL BE KEPT ON FILE IN THE OFFICE OF THE CITY ENGINEER. ANY REPRODUCTION OR USE OF THESE PLANS WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER IS PROHIBITED.

108

**CITY OF APPLETON**  
**DEPARTMENT OF PUBLIC WORKS**  
Engineering Division  
166 North Appleton Street  
Appleton, WI 54911  
(920) 832-6474  
FAX (920) 832-6469  
THIS INSTRUMENT DRAFTED BY: T. KUONIN







"...meeting community needs...enhancing quality of life."

## MEMORANDUM

---

TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: June 16, 2016

RE: Letter of Intent for Southpoint Commerce Park

---

The City has received a Letter of Intent (attached) from Commercial Horizons for development of a World Headquarters, Innovation Center and Pilot Plant for an undisclosed company to purchase Lots 12 and 13 of Plat 1 in the Southpoint Commerce Park (map attached).

The proposed purchase price is \$45,000 per acre which is the City's asking price for Plank Road frontage land in the Southpoint Commerce Park. The two parcels comprise 6.83 acres. Other requested terms, including the requested framework of the Development Agreement are also included in the Letter of Intent. As stated in the LOI, "this Letter of Intent shall not create a binding agreement and shall not be constructed as a contract for purchase and sale of property."

Lot 13 is not currently owned by the City. To facilitate this transaction, the City would have to repurchase Lot 13 under Section 13 of the Deed Restrictions and Covenants, Repurchase Rights. The estimated repurchase price, assuming an August 1, 2016 closing date, using the guidelines in the Deed Restrictions and Covenants is approximately \$152,749 (calculations attached).

### Staff Recommendation:

CEDD be authorized to accept the basic terms of the Letter of Intent from Commercial Horizons dated June 7, 2016 and continue to negotiate terms toward offer to purchase and development agreement for subject parcel.

CEDD be authorized to proceed with the Repurchase of Lot 13, Plat 1, in the Southpoint Commerce Park under the terms outlined in Section 13 – Repurchase Rights.

## Matthew Rehbein

---

**From:** Monica Stage  
**Sent:** Wednesday, June 08, 2016 8:56 AM  
**To:** Matthew Rehbein  
**Subject:** FW: Southpoint Commerce Park  
**Attachments:** LOI - City of Appleton.docx

**From:** Paul Klister [mailto:pkllister@commercialhorizons.com]  
**Sent:** Tuesday, June 07, 2016 8:21 PM  
**To:** Karen Harkness <Karen.Harkness@Appleton.org>; Monica Stage <Monica.Stage@appleton.org>; matt.rehbein@appleton.org  
**Cc:** Mike Lokensgard <mlokensg@gklaw.com>  
**Subject:** Southpoint Commerce Park

Hello all – please see revised LOI that changes our price per acre. Thank you, Paul



**Paul Klister | Principal**

100 W. Lawrence St #214 Appleton, WI 54911  
P.O. Box 115 Appleton, WI 54912-0115  
Office: (920) 830.9646 | Fax: (920) 830.9647  
Mobile: (920) 428-7007  
pkllister@commercialhorizons.com

June 7, 2016

City of Appleton  
Community & Economic Development  
Attn: Matt Rehbein  
100 N. Appleton Street  
Appleton, WI 54911

Re: LETTER OF INTENT for the Purchase and Sale of Real Property known as Lots 12 & 13 of the Southpoint Commerce Park, Appleton, WI (the "Property"), and Development Agreement.

Dear Mr. Rehbein:

We are pleased to present to you this Letter of Intent which sets forth the terms on which Commercial Horizons, Inc. (the "{Purchaser}") is willing to purchase lots 12 & 13 of the Southpoint commerce Park, Appleton, Wisconsin, from the City of Appleton ("Seller"). Said purchase is for the immediate development of the world Headquarters, Innovation Center and Pilot Plant for Company to be named at a later date ("Company").

Terms and conditions to be included in the Purchase and Sale Agreement include the following:

1. **Purchase Price:** \$307,350.00 (\$45,000.00 per acre for 6.83 acres).  
Purchase price would be paid as follows:
  - a. Earnest Money deposit of \$10,000.00 will be paid within 5 days of executed Purchase and Sale Agreement and held in Escrow at a Title Company agreed to by the parties.
  - b. Balance of purchase price to be paid by cash at the time of closing.
2. **Site Development:** Seller shall be responsible for the costs associated with the development of the Property including installation of adequate offsite storm water piping and/or storm water management basin and extension of utilities up to the property line. This offer is contingent upon the community development retention pond being adequate based on the final site design.
3. **Closing Date:** Closing shall take place on or before ten (10) days after:
  - i. Obtaining all necessary municipal approvals;
  - ii. Municipal approval of a Development Agreement between the parties.



4. **Inspection/due diligence period:** Purchaser shall have a 90 day inspection period from the time of the execution of the Purchase and Sale Agreement to complete all environmental, geotechnical, zoning, flood plain, title, and engineering reviews. Seller shall provide any and all information in its possession in a timely manner, including, but not limited to: all maps,, geotechnical and environmental reports; title. Purchaser shall be granted two (2) extension periods of 45 days each if unable to complete all due diligence.
5. **Title:** At closing marketable and insurable title to the Property shall be conveyed to Purchaser of Purchaser's designee by general warranty deed in fee simple absolute free, clear and unencumbered, subject only to easements of record, the leases to be approved by Purchaser during the Inspection period and Installments of real estate taxes a lien but not yet due and payable.
6. **Closing Costs:** Seller shall pay all state and local conveyance fees. Purchaser shall be responsible for recording costs of the deed and other documents that Purchaser requires be recorded.
7. **Real Estate Taxes:** Seller shall pay its prorated share of real estate taxes based on the prior year known property tax. Buyer shall receive a credit against the Purchase Price at closing.
8. **Commission:** Seller shall be responsible for a commission associated with this transaction equal to 8% of \$307,350.00 payable to Commercial Horizons, Inc. attn.: Mike Maedke.

#### **DEVELOPMENT AGREEMENT**

Company is an International, Innovator that has engaged Commercial Horizons, Inc. ("Developer") to assist in procuring a site and developing and leasing a new facility that will house its world headquarters. The development will include class "A" office space, laboratories and a pilot plant. Due to the unique nature of this facility, the cost and expense to develop and operate far exceed what the cost to develop a more customary office building. Thus, a substantial financial gap is created and but for, financial assistance to be provided by the City of Appleton, Company would not enter into a lease for the Project and Developer would not be able to proceed with the project.

1. **Developer Obligations:** Developer shall construct the Project in accordance with all applicable City zoning and building codes, ordinances and regulations. Developer warrants and represents to the City that the Project will contain at least 37,000 square feet of space and that the total

development costs expended on the Project (inclusive of personal property and equipment) will be approximately \$17,000,000.00.

2. **City Obligations:** Subject to mutually acceptable terms, covenants and conditions of a Development Agreement and applicable provisions of law, and as an inducement by the City of Appleton to Company and Developer to carry out the Project, the City of Appleton will pay to Company a development investment (the "Investment"). The principal amount of the Investment shall be the lesser of: (i) Three Million Seven Hundred Forty Thousand Dollars (\$3,740,000.00); or (ii) twenty two percent (22%) of the total equalized value of the real and personal property comprising the Project as of January 1 of the year in which the Project is first fully assessed - as such equalized value is determined by the Wisconsin Department of Revenue, minus the base value of the Property, as determined by the Wisconsin Department of Revenue. The Investment will be paid directly to Company in a manner to be negotiated and will include interest on the Investment at the rate of five percent (5%) per annum. Additionally, the City of Appleton will reinvest the amount of the purchase price of the land into the project.

This Letter of Intent shall not create a binding agreement and shall not be constructed as a contract for purchase and sale of Property. It is, however, an expression of certain terms and conditions to be included in the Purchase and Sale Agreement and Development Agreement. Upon receipt of a signed copy of this Letter of Intent, Purchaser shall instruct its legal counsel to prepare the Purchase and Sale Agreement. Seller and Purchaser shall work diligently and in good faith to enter into the Purchase and Sale Agreement within forty-five (45) days after the acceptance of this letter of intent by Seller.

If the terms of this Letter of Intent are acceptable, please sign and return to Paul Klister (Commercial Horizons, Inc.). Thank you.

AGREED TO BY PURCHASER:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

AGREED TO BY SELLER:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**CALCULATION OF REPURCHASE PRICE PER DEED RESTRICTIONS FOR LOT 13, PLAT 1 SPCP**

Purchase Price	\$167,400.00
Sale Date	Oct. 20, 2008
Lot Size	3.72 Ac

Sum of original purchase price	\$167,400
Special Assessments (Add)	-
Unpaid Property Taxes (Deduct)	470
Pro-Rata Current yr. Property Taxes (Deduct)	2,196 *
Title Insurance Premium (Deduct)	93
RE Commission pd. At closing (Deduct)	13,392
Liens and encumbrances (Deduct)	**
Option Fee (Deduct)	-

ESTIMATED REPURCHASE PRICE	\$151,249
TO SELLER PER DEED RESTRICTION LANGUAGE	

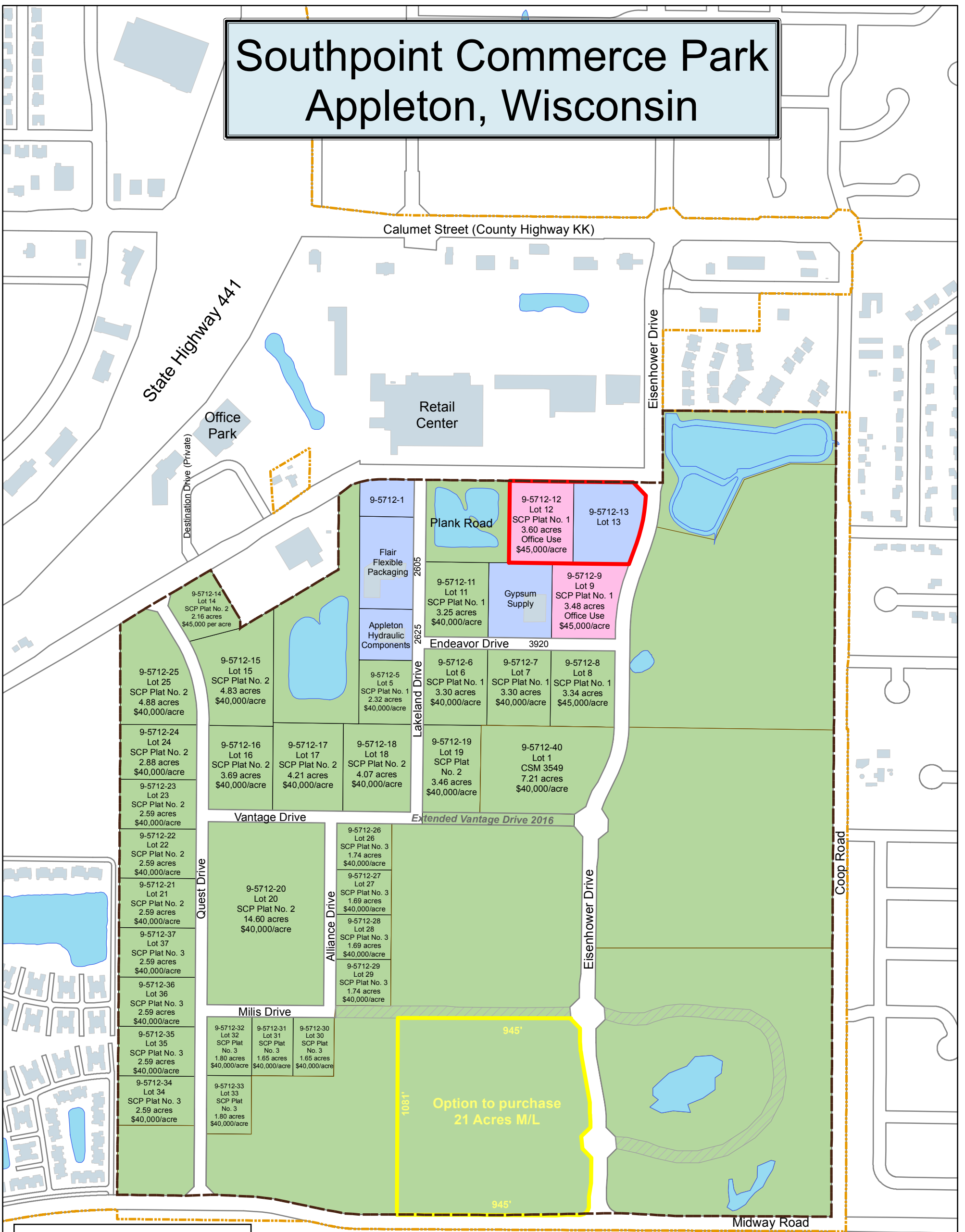
Estimated Transaction Costs	1500
-----------------------------	------

<b>TOTAL ESTIMATED COST</b>	<b>\$152,749</b>
-----------------------------	------------------

\*Assumes close date Aug 1, 2016

\*\*Don't know liens/encumbrances

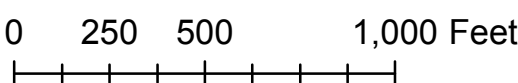
# Southpoint Commerce Park Appleton, Wisconsin



## Legend

- Park Boundary
- Subject Parcels
- Option to purchase 21 acres M/L
- Proposed Roads
- City Limits
- Proposed Parcel Lines
- AppletonGIS.DBO.ActionPoly
- For Sale
- Office Use
- Sold

Exhibit A  
Available Sites



# Exhibit B Deed Restrictions



Appleton's Newest Business Opportunity

## DECLARATION OF COVENANTS AND RESTRICTIONS

APPLICABLE TO ALL PROPERTIES SOLD IN  
SOUTHPOINT COMMERCE PARK PLATS NO. 1, 2 & 3

This conveyance is made subject to the following conditions, covenants, and understandings, which shall be binding upon the vendee and his/her heirs, successors, and assigns:

1. ***Setbacks:***

- A. *Front Yard:* No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street. In the case of corner lots, both forty (40) foot setbacks will apply.
- B. *Side and Rear Yards:* Minimum side and rear yards shall be twenty-five (25) feet.

2. ***Land Use:***

Restrictions on Use. The Restricted Parcel shall be developed and used solely for the following purpose and for no other purpose:

- 1. Manufacturing;
- 2. Research, development and testing laboratories;
- 3. Wholesaling, warehousing and distribution;
- 4. Office operations only if they are an integral part of and a necessary adjunct to a permitted use;
- 5. Retail sales of products manufactured on site and clearly an accessory use to the primary use of the site and provided on premises sales are limited in floor area to no more than (10) percent of the total gross floor area occupied by the permitted or special use;
- 6. Other land uses may be considered for approval by the Community Development Committee if a determination is made that the project fits the development objectives of the City.

3. *Nuisance Factors and Hazards*

- A. In order to protect the interests of all Tenants, no operation shall be conducted which emits offensive or objectionable noise, vibration, smoke, odors, dust, or gases. Precautions should be taken in all research and other approved operations for radiation, radioactivity, fire, and explosion hazards.
- B. No fuel or chemical in-ground or outdoor storage shall be allowed in the Park.

4. *Building Standards*

- A. Any building erected shall be at least 7,500 square feet in area and have a gross floor area equal to at least 10 percent of the land area.
- B. The maximum ratio of building area (footprint) to total parcel size shall in no event exceed forty (40) percent, exclusive of parking and loading areas. The building footprint, all parking, driveways, and loading areas, when combined, may not exceed seventy (70) percent of the total Parcel size.
- C. Buildings shall be designed by an Architect or Engineer. Complete architectural design must be given to all façades of all buildings with all sides and rear elevations being given architectural treatment compatible with the front elevation of the building.
- D. This Industrial Park encourages a variety of architectural styles. However, it is intended that a basic harmony of architecture prevail among the buildings so that no one structure detract from the attractiveness of the overall development.
- E. The front elevation of the building, any elevation facing a street, and externally visible opaque surfaces shall be a minimum of 75% of materials 1-5 (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms). The side and rear building elevations that do not face any street shall be a minimum of 25% of materials (1-5). Exception to this requirement would be limited to (1) expandable building side with prior approval from the Site Plan Review Committee.
  - 1. Brick;
  - 2. Architectural precast concrete panels (surface finish to be painted, stained, or exposed aggregate). When using concrete panels as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of various textures, colors and accents will be encouraged.
  - 3. Decorative face concrete block. When using decorative face concrete block as an exterior surface the architect should be careful to avoid a monolithic or monotonous appearance and the use of different types and textures (split face, fluted, scored or striated) to provide variety and relief will be encouraged.

4. Cut stone;
  5. Exterior insulation and finish systems (EFIS);
  6. Metal panels may be used only in combination with one of the approved materials. Any metal siding proposed for use shall be entirely coated with a color fast, abrasion and corrosion resistant, long life (minimum of 20 years) finish that is resistant to chemicals, withstands temperature extremes, and has a low permeability. Any material utilized to attach the metal siding to the building shall be concealed or the utilization of shadow panels or semi-concealed fastener panels with fasteners painted to match the panels shall be required.
  7. Other building materials being developed and to be developed by the construction industry. The use of such materials will be reviewed by the Site Plan Review Committee on a case-by-case basis.
- F. Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness, and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Park.
- G. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- H. The Community Development Committee will approve ancillary structures. Approval may be granted only if such structures are necessary to the principal use of the building site, are in architectural and aesthetic conformance with other buildings or structures on the site, are properly screened, meet all requirements of these covenants and are otherwise satisfactory to the Community Development Committee at its sole discretion.

5. ***Landscaping:***

- A. *Landscape Plan:* The landscaping upon any building site or lot shall be carried out in accordance with a detailed landscaping plan, which has been reviewed and approved in writing by the City's Site Plan Review Committee. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall show all ground cover and mulch areas, landscape and construction materials, and construction details.
- B. *Landscaping Methods:* Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkler systems, fountains, storm run-off retention ponds, reflective ponds, and landscape lighting.



C. *Plant Material*: Selected plant material should provide for a variety of shade trees, evergreen trees, and shrubs, ornamental trees and shrubs and ground covers. Plant material selection shall take into consideration the following:

1. Disease and insect resistance;
2. Hardiness to the area;
3. The ability to provide seasonal interest;
4. Future maintenance considerations;
5. Ability of plant material to accomplish its intended purpose in each placement.

D. *Time for Completion*: All landscaping shall be completed within ninety (90) days following occupancy, or as soon thereafter as weather will allow if such period occurs within winter months.

E. *Maintenance*: The owner shall be responsible for maintaining all landscaping as approved on the original plan for his site. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Community Development Department. Landscaped areas, materials, fixtures, and improvements shall be maintained by the owner of the building site, or by such owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, replacement of dead plantings, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the building site landscaping in a healthy state of growth and visually attractive in appearance.

If the owner or the owner's assigns fail to maintain the landscaping and site per the approved landscaping plan in this section, the City of Appleton or its Agent may seek an inspection warrant to enter the site and conduct such maintenance and to seek full reimbursement.

#### 6. *Utility Controls*

All utilities lines shall be located underground where feasible except for high voltage lines. In the event high voltage lines are required, rear locations nearest and parallel with rear lot lines shall be encouraged.

#### 7. *Parking, Loading*

Off-street parking and loading areas shall be provided on each building site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all site occupants and visitors and comply with the City's Zoning Ordinance regarding parking standards.

1. All truck maneuvering must be confined within the boundaries of the property.
2. All parking, driveways, and loading areas shall be paved.
3. Parking shall be permitted within the minimum front yard setback area; however, it shall be located no closer than fifteen (15) feet to the public right-of-way line. Parking shall be setback a minimum of 6' from the side property line.

Truck loading and receiving areas shall occur in the rear of any buildings or structures on any Lot. Truck loading and receiving areas shall be permitted on the side of such building if sufficient visual screening is installed to screen the dock area from the street.

Truck loading and receiving is normally not permitted in the front of such building unless dictated by the site conditions and only if fully screened from the street. In that event, the Community Development Committee shall review and approve the location of the loading dock. The Community Development Committee may assign this review of plans to the Community Development Department.

8. ***Outdoor Storage:***

No outside storage of any kind shall be permitted unless such stored materials are visually screened from all streets and adjoining properties with a suitable fence, vegetation, berm, or combination thereof approved by the Site Plan Review Committee. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to behind the front line of the building on the property, and within the building setback lines. All refuse containers must be enclosed by a fence of solid material such as will provide a suitable visual screen. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. All storage areas shall be paved.

9. ***Roof Mounted Equipment:***

Roof mounted equipment shall be so located and/or screened, and painted to minimize visibility from the street and adjacent owners.

10. ***Signs:***

Identification signs shall be permitted to promote only the name and/or trademark of the owner or tenant of the parcel on which the sign is placed. The signs shall not advertise business services. Signs, lighting, etc., are to be indicated on the final site plan submitted to the Site Plan Review Committee for review.

1. Ground signs must be set back a minimum of 10 feet from the right-of-way line and must be of a low profile design subject to approval by the Committee.
2. Signs may not be of unusual size or shape when compared to the improvements situated on the site on which the sign is located.

3. Signs may not be installed above the roofline of a building.
4. Pole signs are prohibited.
5. Signs may not contain or utilize any flashing, blinking, intermittent or moving light as source of illumination.
6. No signs shall be located in or painted on any window.
7. Building signs must comply with the City Sign Code.

11. ***Maintenance Responsibilities:***

- A. Each owner shall keep its property, all contiguous street right-of-way to the edge of the pavement, and all drainage and easement areas in a well -maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:
  1. The removal of all litter, trash, refuse, and wastes;
  2. Compliance with the City's noxious weed control ordinance, including the mowing of all grass areas to a height not over 4";
  3. The maintenance of exterior lighting, signs, and mechanical facilities;
  4. The keeping of all exterior building surfaces in a cleaned, well-maintained condition;
  5. The maintenance of all drainage ways including the removal of all debris, weeds, and silt.
- B. The owner of any undeveloped lands shall maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.

12. ***Site Plan Review:***

Before commencing the construction or alterations of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the owner shall first submit its building plans, specifications, site and landscape plans, elevations of all sides of the building, samples of materials proposed for all external surfaces including colors and textures, and an artist's rendering of the project or a scale model to the Site Plan Review Committee in accordance with Section 23-171 of the City Zoning Code. Renderings should show adjacent buildings, landscaping, screening, signs etc.

13. ***Repurchase Rights:***

**Failure to Build:** In the event the owner of land purchased from the City of Appleton does not commence construction of a building within one (1) year after the date of purchase, the City has the option to repurchase said property. The City shall pay the following repurchase price: the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, pro-ration of the current years property taxes to date of closing, title insurance policy premium, real estate commission paid at time of original closing, and any liens and encumbrances on the property of a definite or ascertainable amount. Further, repurchase price shall be adjusted by the amount equal to the amount of an option fee for that year had the property been under option between the City and the Buyer. Conveyance shall be by warranty deed.

**Resale of Vacant Land:** In the event the owner of land purchased from the City of Appleton elects to sell any portion thereof, which is vacant, the property shall first be offered, in writing, to the City of Appleton. The City of Appleton shall have sixty (60) days from date of receipt of such offer to accept or reject repurchase of the property unless an extension of time may be mutually agreed upon and set forth in writing. The purchase price shall be computed as in the paragraph above (Failure to Build). Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense. In the event the City does not elect to repurchase the property, the owner may sell the land, but these Declarations of Covenants and Restrictions shall run with the land and be binding on the subsequent owner.

14. ***Subdivision of Lots:***

After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Community Development Committee. No owner may sell, lease or rent less than all of the lot without the prior written consent of the Community Development Committee. The Community Development Committee may delegate this approval authority to the Community Development Department. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

15. ***Waiver of Notice:***

All land sold before major assessable improvements are completed in the business park site shall be subject to the purchaser's waiving notice of assessments and hearings, and such waiver shall be part of the negotiations.

16. ***Variances:***

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variances from the strict applications of these covenants and restrictions, or any one or more of them, where the circumstances, in its sole

and exclusive judgment, justifies the granting of same.

17. ***Enforcement:***

The Community Development Committee has the responsibility to ensure compliance with the covenants and restrictions through any and all lawful means. In the event that the owner fails to perform in accordance with these covenants and restrictions, the Common Council, upon recommendation of the Community Development Committee, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special charge. The Common Council shall give at least thirty (30) days notice to the vendee of any violation and the steps required to correct it prior to taking any action to cure such violation.

18. ***Invalidation:***

The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said covenants and restrictions at the time of its violation shall in no way affect any of the other covenants or restrictions nor be deemed a waiver of the right to enforce the same thereafter.

19. ***Term:***

Each lot shall be conveyed subject to the covenants and restrictions set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty (30) years from the date of this Declaration of Covenants and Restrictions is recorded, after which time said covenants and restrictions as are then in force and effect shall be automatically renewed for successive periods of ten (10) years each, unless an instrument terminating such covenants and restrictions is recorded with the Outagamie County Register of Deeds by the Common Council as evidenced by a resolution duly adopted by a majority of all members of the Common Council.



# Southpoint Commerce Park Appleton, Wisconsin

Calumet Street (County Highway KK)

Slate Highway 441

Office  
Park

Retail  
Center

## Legend

- For Sale
- Office
- Offer
- Sold
- Industrial Park Boundary
- Ponds
- City Limits

Plank Road (County Highway AP)

Eisenhower Drive

Future Pond

9-5700-6  
Time Warner Cable  
Technical Operations Center

9-5712-1  
Mike Roberts  
9-5712-2  
Lot 2  
SCP Plat No. 1  
1.44 acres  
\$40,000/acre

9-5712-11  
Lot 11  
SCP Plat No. 1  
3.25 acres  
\$40,000/acre

9-5712-12  
Lot 12  
SCP Plat No. 1  
3.60 acres  
Office Use  
\$45,000/acre

9-5712-13  
Mike Roberts  
RPG 4

9-5712-3  
Flair  
Flexible  
Packaging

9-5712-10  
Arrow Moving  
Systems, Inc

9-5712-9  
Lot 9  
SCP Plat No. 1  
3.28 acres  
Office Use  
\$45,000/acre

9-5712-4  
Appleton  
Hydraulic  
Components

9-5712-6  
Lot 6  
SCP Plat No. 1  
3.30 acres  
\$40,000/acre

9-5712-7  
Lot 7  
SCP Plat No. 1  
3.30 acres  
\$40,000/acre

9-5712-8  
Lot 8  
SCP Plat No. 1  
3.34 acres  
\$45,000/acre

9-5712-5  
Lot 5  
SCP Plat No. 1  
2.32 acres  
\$40,000/acre

9-5712-19  
Lot 19  
SCP Plat  
No. 2  
3.46 acres  
\$40,000/acre

9-5712-16  
Lot 16  
SCP Plat No. 2  
3.69 acres  
\$40,000/acre

9-5712-17  
Lot 17  
SCP Plat No. 2  
4.21 acres  
\$40,000/acre

9-5712-18  
Lot 18  
SCP Plat No. 2  
4.07 acres  
\$40,000/acre

9-5712-25  
Lot 25  
SCP Plat No. 2  
4.88 acres  
\$40,000/acre

9-5712-15  
Lot 15  
SCP Plat No. 2  
4.83 acres  
\$40,000/acre

9-5712-24  
Lot 24  
SCP Plat No. 2  
2.88 acres  
\$40,000/acre

9-5712-23  
Lot 23  
SCP Plat No. 2  
2.59 acres  
\$40,000/acre

9-5712-22  
Lot 22  
SCP Plat No. 2  
2.59 acres  
\$40,000/acre

9-5712-21  
Lot 21  
SCP Plat No. 2  
2.59 acres  
\$40,000/acre

9-5712-37  
Lot 37  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-36  
Lot 36  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-35  
Lot 35  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-34  
Lot 34  
SCP Plat No. 3  
2.59 acres  
\$40,000/acre

9-5712-33  
Lot 33  
SCP Plat  
No. 3  
1.80 acres  
\$40,000/acre

9-5712-32  
Lot 32  
SCP Plat  
No. 3  
1.80 acres  
\$40,000/acre

9-5712-31  
Lot 31  
SCP Plat  
No. 3  
1.65 acres  
\$40,000/acre

9-5712-30  
Lot 30  
SCP Plat  
No. 3  
1.55 acres  
\$40,000/acre

9-5712-29  
Lot 29  
SCP Plat  
No. 3  
1.74 acres  
\$40,000/acre

9-5712-28  
Lot 28  
SCP Plat  
No. 3  
1.69 acres  
\$40,000/acre

9-5712-27  
Lot 27  
SCP Plat  
No. 3  
1.69 acres  
\$40,000/acre

9-5712-26  
Lot 26  
SCP Plat  
No. 3  
1.74 acres  
\$40,000/acre

Vantage Drive

Quest Drive

Alliance Drive

Milis Drive

Eisenhower Drive

Coop Road

Officially Mapped Midway Road

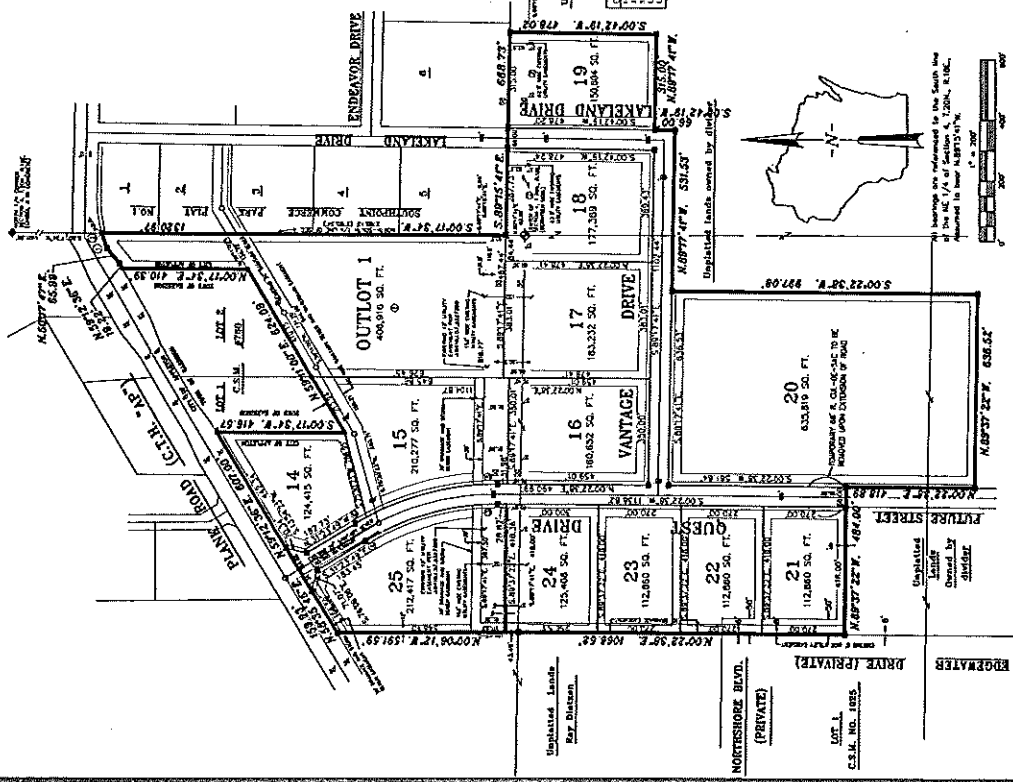
Midway Road







PART OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2284 AND PART OF THE SW 1/4 OF THE NE 1/4, THE NW 1/4 OF THE SE 1/4 OF THE SW 1/4, THE SE 1/4 OF THE NW 1/4 AND THE SE 1/4 OF THE SW 1/4, IN SECTION 4, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF APPLETON, CALUMET COUNTY, WISCONSIN.

[illegible]

"That such plot is a correct representation of all exterior boundaries of the land surveyed and the subdivisions thereof" made.

That I have made each land interest and plot by the division of units.  
That I have fully complied with the provisions of Chapter 230.34 of the Wisconsin Statutes and the City of Appleton subdivision ordinance in surveying, dividing and mapping the same.

Given under my hand this . . . day of . . . 2003.

**Journal of Management Education**

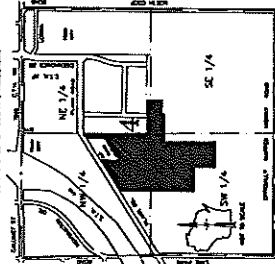
---

**LEGEND**

- CUSTING 3/4" HIGH REGULAR
- ✕ EXISTING 1/4" HIGH REGULAR
- 1/4" x 1/8" HIGH REGULAR SET, INCLUDING 1/32" DIA. POST
- ( ) MEASUREMENTS OF RECORD
- 1/4" DIA. HOLLOW CUSTING WITH 1/4" x 3/4" HIGH REGULAR, INCLUDING 1/32" DIA. POST
- UNITY TOWER
- POWER POLE
- SAWTOTH MANHOLES
- WATERMAIN HYDRANTS AND VALVES
- STORM SEWER INLETS AND MANHOLES
- PROPOSED 12" UNITY CEMENT (UNLESS OTHERWISE NOTED)

CURVED NO.	RAVENS	WILLIAMS	CHILTS AND CO.	CURVED LENGTH	CURVED BEARING	TARGET BEARING
1-2	41.10°	41.10°	39.44°27'	41.10°	N 15°05'15" W	N 30°27'45" W
3-4	43.20°	43.10°	39.44°27'	41.10°	N 15°05'15" W	N 30°27'45" W
5-6	44.10°	44.10°	39.44°27'	41.10°	N 15°05'15" W	N 30°27'45" W
7-8	44.10°	44.10°	39.44°27'	41.10°	N 15°05'15" W	N 30°27'45" W
9-10	44.10°	44.10°	39.44°27'	41.10°	N 15°05'15" W	N 30°27'45" W
11-12	44.10°	44.10°	39.44°27'	41.10°	N 15°05'15" W	N 30°27'45" W
13-14	44.10°	44.10°	39.44°27'	41.10°	N 15°05'15" W	N 30°27'45" W

LOCATION MAP  
SHOWING SECTION 4, TOWNSHIP 20 NORTH,  
RANGE 18 EAST, TOWN OF MANITOWISTOWIC OF



Engineering Division  
166 North Appleton Street  
Appleton, WI 54911  
(920) 832-6574  
FAX (920) 832-6499

100 North Appleton Street  
Appleton, WI 54911  
(920) 832-6574  
FAX (920) 832-6489

## 2

**133HS**

**Verify:**

6 of 9

1

38

1

# T

327.

[illegible]

## Subject

•

and

**TRADE**

# OT

**DO IT YOURSELF**

The Wisconsin Collaborative for Affordable Housing  
**2016**

# **A Home for Everyone Conference: Housing Creates Community**

Wednesday, July 13-Thursdays, July 14, 2016  
Radisson Paper Valley Hotel  
**Appleton, Wisconsin**

Register On-line at <http://ahomeforeveryone.events/>





# CONFERENCE INFORMATION

## Conference Site & Hotel Information

Radisson Paper Valley Hotel

<http://www.radisson.com/appleton-hotel-wi-54911/wiapprad>

333 W. College Ave.  
Appleton, WI 54911

For reservations, call (800) 333-3333 or (920) 733-8000

Request overnight rooms under the room block “**WISCAP: A Home For Everyone Conference**” to obtain the negotiated reduced price room rate. Negotiated room rates: \$82 single / \$97 double. Deadline for the negotiated reduced price rate is **Thursday, June 23, 2016!**

**Travelers Tip** - Enter the hotel on College Avenue and unload luggage before entering the city-owned garage. The cost to enter the garage is \$2, so remember to have cash handy.

## Registration

Registration is available on our website at:

<http://ahomeforeveryone.events/>

Early Bird Registration \$110, Standard Registration \$130

## Scholarships

Please email Mark Bauman at [mbauman@wiscap.org](mailto:mbauman@wiscap.org) for a scholarship application. The application deadline is **Friday, June 17, 2016.**

## Sponsorship & Exhibit Tables

For more information on becoming a conference sponsor or an exhibitor, please visit our website at: <http://ahomeforeveryone.events/>

## Award Nominations

Award nominations for the Chuck Hill Award and the Collaborative Award can be made on our website at: <http://ahomeforeveryone.events/ahfe/awards/> nomination deadline is **Friday, June 17, 2016.**

## CONFERENCE AGENDA

*Wednesday, July 13, 2015*

## OPENING PLENARY

9:00 A.M. - 10:30 A.M.

### **From Plessy to Ferguson: Why Fair Housing Matters Now**

**George Lipsitz**

As we approach the 50<sup>th</sup> anniversary of the Fair Housing Act, we have the responsibility to evaluate the degree to which housing discrimination still matters in shaping opportunities and life chances in this society. Five decades of litigation, legislation, education and mobilization have produced important victories, but residential segregation still stands at the center of a fully linked system of cumulative vulnerabilities in wealth, health, education and transportation. This presentation explores the ways in which the mass mobilizations that emerged in the wake of the killings of Michael Brown in Ferguson in 2014 and of Freddie Gray in Baltimore in 2015 need to be understood within the context of long histories of housing insecurity and injustice.

# WORKSHOP SESSION A

## 10:45 A.M. - 12:00 Noon

Title	Description
<b>Importance of Design in Affordable Housing</b> <i>Ben Marshall, Gorman &amp; Co.</i> <i>John Meissner, Options for Independent Living</i> <i>Monica Murphy, Disability Rights Wisc.</i> <i>Tim Radelet, Movin' Out, Inc.</i>	<p>This session will review the importance of design in affordable housing from various perspectives, including agency, advocates, architectural and ultimate end user. We will also present some new ideas and trends in the marketplace.</p>
<b>Section 42/LIHTC: Innovation and Updates</b> <i>Don Bernards, Baker Tilly Virchow Krause, LLP</i> <i>Jonathan Ehlke, TWG Development, LLC</i> <i>Dave Ginger, WHEDA</i> <i>Amanda Novak, CommonBond Communities</i>	<p>The Low Income Housing Tax Credit program, enabled under Section 42 of the IRS Code, is the dominant affordable housing production tool in the country. Hear from industry experts about various project successes, challenges, innovations, policy changes and today's market dynamics.</p>
<b>Healthy Communities</b> <i>Sharon Adams, Walnut Way Conservation Corp</i> <i>Sarah Grosshuesch, Adams Co. HHS</i> <i>Pam Guthman, Indianhead CAA</i> <i>Carmen Porco, Porco Consulting</i>	<p>This session will discuss linking housing with external resources and institutions (universities, police, nonprofit, for profit etc.) to build mutually beneficial relationships in the larger community</p>
<b>What's Up, Fox Valley?</b> <i>Debra Dillenberg, Appleton Housing Authority</i> <i>Karen Harkness, City of Appleton</i> <i>John Weyenberg, Greater Fox Cities Habitat for Humanity</i>	<p>The Fox Cities shares its history with the famous magician Houdini, but don't expect any tricks as you attend this precursor to the bus tour. Examples will be presented of successful affordable housing developments and insight into smart community designs by bringing affordable housing and economic development together in creating vibrant neighborhoods. We will be sharing highlights and providing inspiration from "Rock the Block", Riverwalk Place, Union Square, Eagle Flats Development and many other unique and exciting projects.</p>
<b>Tips and Tools for Working with Clients with Mental Illness</b> <i>Chris Lashock, Homeless Connections</i> <i>Brad Munger, Wisconsin DHS, Division of Mental Health &amp; Substance Abuse Services</i>	<p>Working with clients with mental illness can be challenging if you haven't had the right training. This session will focus on tips and tools you can use in everyday case management.</p>
<b>Impact of Homelessness on Youth</b> <i>Tim Baack, Pathfinders Milwaukee, Inc.</i> <i>Wendy Henderson, Wisconsin DCF</i>	<p>This workshop will explore the issue of unaccompanied youth: who are they, where are they, and how do we help them?</p>
<b>Overcoming Fair Housing Challenges with Homeownership</b> <i>Rep. Scott Allen, Wisconsin State Assembly</i> <i>Kori Schneider Peragine, Metropolitan Milwaukee Fair Housing Council</i>	<p>Homebuyers want good schools and safe neighborhoods. How do real estate professionals ensure that this doesn't result in racial steering and segregation? What role can municipalities play in marketing the diverse qualities of all neighborhoods?</p>



# LUNCHEON PLENARY & AWARDS PRESENTATION

12:15 P.M. - 1:45 P.M.

## AWARD PRESENTATIONS

### LOGO AWARD

Grace Kubeny, age 9, from Janssen Elementary School in Kimberly, WI will be recognized for her winning logo design. Grace will be presented with an award from Governor Scott Walker and the Collaborative for Affordable Housing and a gift certificate.



### CHUCK M. HILL, SR. AWARD FOR HOUSING EXCELLENCE

Each year, the Wisconsin Collaborative for Affordable Housing honors someone who has impacted the world of affordable housing with the Charles M. Hill, Sr. Award for Housing Excellence through the creation or advocacy of affordable housing, programs for the homeless and other housing developments.

**Nomination for the Chuck Hill Award can be made  
when you register at:**

<http://ahomeforeveryone.events/awards>

**Deadline for nominations is Friday, June 17, 2016.**

## What's Going on in Working Wisconsin

**Laura Dresser, Center of Wisconsin Strategy (COWS)**

Drawing on two decades of research on the Wisconsin economy, Laura Dresser will provide an overview of trends and issues in wages, income, jobs, and poverty in the state. This is a chance to think about the broader economic context and how economic changes are reaching communities everywhere.

# BUS TOUR: 2:00 P.M-4:45 P.M

## Check out all the housing-related activities in the Fox Cities!

### WORKSHOP SESSION B

2:00 P.M. - 3:15 P.M.

Title	Description
<b>Development from a Local Perspective</b> <i>Abby Attoun, City of Middleton</i> <i>Brad Elmer, Baker Tilly Virchow Krause, LLP</i> <i>Mo Hansen, City of Waterloo</i> <i>Susan Morrison, City of Madison</i>	<p>Wisconsin includes communities small and large. At this session, we will hear from three local leaders about how they are using local resources, including TIF, to address affordable housing needs in their communities.</p>
<b>Recapitalization Strategies</b> <i>Carol Keen, Astar, Cardinal Capital Management</i> <i>Scott Schoeneman, NeighborWorks Green Bay</i> <i>Philip Schultz, Horizon Management Services, Inc.</i>	<p>Many rental properties need to be improved to serve the next generation; what options are available to preserve these properties and make improvements to bring them up to local standards and keep them marketable?</p>
<b>Racial Inequity and Housing</b> <i>Joe Shumow, Reinhart Boemer Van Deuren S.C.</i>	<p>During this session we will review recent studies of the inequalities that exist in Wisconsin, housing segregation and how housing policies and practices can increase inequality.</p>
<b>Community Building for Sustainability</b> <i>Noel Halvorsen, NeighborWorks Green Bay</i> <i>Cheryl Renier-Wigg, City of Green Bay</i>	<p>Learn how NeighborWorks Green Bay and the City of Green Bay have partnered to make sustainability a community focus through mobilization of neighborhood resources and stakeholder groups. Through Home and Life Workshops, community gardens and neighborhood associations, these partners are building a healthy and economically sustainable infrastructure.</p>
<b>Criminalization of Homelessness</b> <i>Gai Lorenzen, Legal Action of Wisconsin, Inc.</i> <i>Beth Ann Richlen, Wisconsin Judicare, Inc.</i> <i>Heidi Wegleitner, Legal Action of Wisconsin, Inc.</i>	<p>This session will provide a discussion on how to identify policies that criminalize homelessness, the impact of such policies and strategies for addressing those policies.</p>
<b>Trauma-Informed Care</b> <i>Scott Webb, UW Madison, Dept. of Psychiatry</i>	<p>What constitutes trauma informed care and how can it be implemented in my program, agency and community? This workshop will address these questions.</p>
<b>Fair Housing Complaints: An Analysis of Disability Cases</b> <i>Margaret Bowitz, Metropolitan Milwaukee Fair Housing Council</i> <i>Monica Murphy, Disability Rights Wisconsin</i>	<p>Over 100 fair housing complaints have been filed throughout the state in the past two years under federal and Wisconsin laws from at least 27 counties. A review of these and related actions and outcomes will be presented and discussed.</p>

# WORKSHOP SESSION C

3:30 P.M. - 4:45 P.M.

Title	Description
<b>Using Housing Choice Vouchers to Move to High-opportunity neighborhoods</b> <i>Christine Klepper, Housing Choice Partners</i> <i>William Tisdale, Metropolitan Milwaukee Fair Housing Council</i>	Allowing tenants to access private market housing in neighborhoods with great schools, access to employment and low crime is a primary intention of the Housing Choice Voucher Program (rent assistance or Section 8). Is this goal being realized? What more can be done?
<b>ICA 2015 Report on the State of Homelessness</b> <i>Jesse Dirkman, Institute for Community Alliances</i>	This session will feature the Institute for Community Alliance's report on homelessness in Wisconsin and discuss using system performance measures to gauge community progress on ending homelessness.
<b>Housing and Energy Efficiency in the Fox Valley</b> <i>Joe Nagan, Home Building Technology Services, LLC</i>	Interested in energy efficient construction? An acclaimed residential building science expert and presenter will help the building community navigate the ins and outs of Wisconsin's new energy code and energy efficient construction. This session is not to be missed for any organization building, retrofitting, or providing housing with low operating costs.
<b>Weatherization: Leveraging Energy Efficiency Dollars</b> <i>Phil Crow, Southwest CAP</i> <i>Amy Klusmeier, Wisconsin Division of Energy, Housing &amp; Community Resources</i>	Did you know weatherization program dollars can be used for leveraging housing program funds to assist low-income customers? This session will provide an overview of Weatherization Assistance Program providers, funding, eligibility, and allowable measures. Specific examples will be shared showing how weatherization and housing funds can be combined to improve the safety, comfort and efficiency of homes.
<b>La Crosse Promise</b> <i>Jerilyn Dinsmoor, La Crosse Promise</i> <i>Carolyn Gregerson, City of La Crosse</i>	La Crosse has developed the La Crosse Promise to help revitalize downtown neighborhoods. This program links housing and education by providing an educational scholarship of up to \$50,000 to families that build, or significantly renovate an existing home in at-risk areas. The program is designed to create an infusion of education-minded families into areas of concentrated poverty, ultimately increasing school enrollment, while creating a mixed-income neighborhood. At this session, the details of the program will be described and discussed.
<b>Housing and Education</b> <i>Alexis Bourgeois, UW Madison, Dept. of Educational Leadership and Policy Analysis</i> <i>Lisa Hunt, Badger Elementary School</i> <i>William Spira, Augsburg Fairview Academy</i>	The number of homeless children as reported by the schools has increased 118% since 2007/2008. We know that every time a child changes school, they lose 3-6 months of education. What are some innovative solutions being tried to help break the cycle for these children?
<b>The Potential of Housing</b> <i>Katie Haas, CommonBond Communities</i> <i>Greg Lamas, CommonBond Communities</i> <i>Belinda Pynenberg, NeighborWorks Green Bay</i>	Housing has huge potential to create big change. It is the launching pad for many families. As housing managers and developers, we need to think beyond providing walls and a roof. We have a chance to provide people a home, security, safety and the opportunity to build wealth. We will hear from nonprofits who are doing housing and building community in new and different ways.

## **EVENING RECEPTION AND AWARDS**

**5:00 P.M. - 7:00 P.M.**

**With Special Guest Antonio Riley, HUD Midwest Regional Administrator**

### **Presentation of the FAIR HOUSING AWARD and the COLLABORATIVE AWARD**

#### **COLLABORATIVE AWARD**

The Wisconsin Collaborative each year recognizes agencies for their collaborative work creating affordable housing opportunities in our communities. Please nominate a deserving project at the same time you register for the conference! This award will be presented at the evening Reception.

Network with housing professionals, meet with Exhibitors, and participate in award presentations. Participate in our reception activity for a chance to win door prizes. Hors d'oeuvres and a cash bar will be available.

**Nominations for the Collaborative Award can be made when you register at:**

<http://ahomeforeveryone.events/awards>

**Deadline for nominations is Friday, June 17, 2016.**

## **CONFERENCE AGENDA**

**Thursday, July 14 2016**

### **MORNING PLENARY**

**8:00 A.M. - 9:30 A.M.**

## **The Role of HUD's Homeless and Mainstream Housing Programs in Ending Homelessness**

**Mike Roanhouse, Department of Housing and Urban Development, Washington D.C.**

HUD provides federal funding in many forms to combat homelessness. This session will explore HUD's current goals for ending homelessness and will review programs that are being used across the country to get people the housing and services needed to obtain stable housing.

## **The Wisconsin Anti-Poverty Model**

**Rev. Dr. Carmen Porco**

Rev. Dr. Carmen Porco will share his Model, dubbed the Wisconsin Anti Poverty Model by community leaders, that has been at work with great success for more than 40 years in low-income communities in Madison and Milwaukee, WI. The model integrates housing and services into one delivery system and hires residents for all the jobs it creates from management of the housing and services to maintenance. In these communities, Community Learning Centers have been built at each site; there is no achievement gap, the high school graduation rate is 99%, and there is a scholarship fund for residents to go on to higher education.

# WORKSHOP SESSION D

9:45 A.M. to 11:00 A.M.

Title	Description
<b>Housing on Tribal Lands</b> <i>Jeff Ackley, Sokaogon Chippewa Housing Authority</i> <i>Russ Kaney, Wisconsin Council for Affordable &amp; Rural Housing</i>	Developing housing on tribal lands can present many challenges and opportunities. Listen to experts on developing affordable multifamily housing on tribal lands discuss these issues. Hear about successful housing models.
<b>Beyond the Mortgage Payment: Keeping Home Ownership Affordable</b> <i>Todd Ovadal, Wisconsin Dept. of Revenue</i> <i>Dan Salm, Manitowoc Public Utilities</i> <i>Stephanie Stokes, Portage County Treasurer</i>	Property taxes, water rates, utilities and insurance are rapidly increasing. How can we keep home ownership affordable?
<b>Emotional Intelligence in Housing and Services</b> <i>Margaret Porco, Porco Consulting</i>	Developing emotional intelligence serves individuals in all industries, but is particularly pertinent to the multitude of roles and interactions that exist for those working with housing and services. This workshop will describe tools that can be used to make yourself and your organization more effective and dynamic in achieving goals and facing challenges.
<b>Operating a Rehab Program</b> <i>Kahya Fox, Habitat for Humanity La Crosse Area</i> <i>Kathy Kamp, Wisconsin Partnership for Housing Development</i>	This session is for anyone who operates or manages a homeowner rehab program and will address issues related to program rules. Bring your questions about rehab standards, income calculation, working with contractors and lead paint standards. We will discuss and come up with answers!
<b>Landlord Tenant Law Update</b> <i>Jay Koritzinsky, Koritzinsky &amp; Karls Law Office</i>	Come hear about law changes resulting from state legislative action and changes that are expected because of HUD mandates about the selection process for rental housing.
<b>Using SOAR to Increase Income for Your Clients</b> <i>Kristi Bechtel, West CAP</i> <i>Chris Lashock, Homeless Connections</i> <i>Sarah Rodefor, NAMI Waukesha</i>	Add SOAR (SSI Outreach, Access & Recovery) to your case management toolkit to assist clients that have disabilities to increase their income.
<b>Working with Landlords</b> <i>Chris Tubridy, West CAP</i>	This session will discuss how to build partnerships with landlords in your community to obtain and maintain units for your clients.

**REGISTER & PAY ONLINE**

[http://  
ahomeforeveryone.events/](http://ahomeforeveryone.events/)



# WORKSHOP SESSION E

11:15 A.M. - 12:30 P.M.

Title	Description
<b>Policies and Funding for Rural Housing</b> <i>Donna Huebner, Rural Development</i> <i>Mike Olson, CAP Services</i> <i>Dave Schwobe, USDA Rural Development</i> <i>Dave Selleck, Inlanta Mortgage, Inc.</i>	This session will explore the policy, programs and funding levels for housing being developed and rehabilitated in rural Wisconsin. Our topics will include financing mechanisms for single family homes, apartments and the use of creative financing to get rural housing developed. We will also explore current policy that supports, or may get in the way of, developing additional rural housing.
<b>Post-incarceration Housing Programs</b> <i>Joe Sumner, ATTIC Correctional Services, Inc.</i> <i>Shawn Yeager, ATTIC Correctional Services, Inc.</i>	With the available resources from the Department of Corrections, how can communities and local agencies support the transition into housing for recently released persons?
<b>Multi-Generational Housing</b>	What is multi-generational housing and how does it work? Examples of projects that work and provide benefit to the community (Portland, Bridge Meadows) will be discussed.
<b>Housing Authority Programs</b> <i>Warren Jones, Housing Authority of Milwaukee</i> <i>Mary Pavek, Antigo Housing Authority</i> <i>Susan Van Houwelingen, Oshkosh/Winnebago Co. Housing Authority</i>	Various new programs—Rental Assistance Demonstration (RAD), Choice Neighborhoods, Low Income Housing Tax Credit (LIHTC), etc.— are being used by Public Housing Authorities (PHAs) to improve properties. We will hear from PHAs across the state who are taking advantage of these new programs.
<b>Innovative Ways to Engage Community Leaders</b> <i>Joseph Lindstrom, Nat'l Low Income Housing Coalition</i> <i>Joe Volk, Wisconsin Coalition Against Homelessness</i>	Housing advocates in Wisconsin struggle to bring attention to the great need for affordable housing. At this session we will review compelling data that points to the need for affordable housing and explore ways to engage community leaders in identifying solutions.
<b>Alternative Approaches to Housing</b> <i>Robert Bloch, Electronic Theater Controls</i> <i>Bill Boerigter, Baker Tilly Virchow Krause</i> <i>Brenda Konkel, Tenant Resource Center</i> <i>Dave Sheperd, WHEDA</i>	Tiny houses, container houses, mobile homes, manufactured housing—these are all being tried in an effort to create affordable housing. What works and what doesn't?
<b>Building a Strong Local Homeless Coalition</b> <i>Joe Mauthe, Housing Partnership of the Fox Valley</i> <i>Beth Ann Richlen, Wisconsin Judicare, Inc.</i>	How do you get diverse community perspective to help end homelessness? Learn from best practices in Wisconsin.

## CLOSING PLENARY

12:30 P.M. - 2:00 P.M.

### Update on Federal Housing Policy

**Diane Yentel, President and CEO, National Low Income Housing Coalition**

The latest information from D.C. on policies impacting affordable housing...

### Special Workshop Sessions: Homeless and Affordable Housing

2:15 - 3:30 P.M.

**Special Session 1: World Café: Innovations in Affordable Housing Finance**

**Special Session 2: The Evolution of HUD Homeless Programs and Open Listening Session with Mike Roanhouse, HUD**