

**FIRST AMENDMENT TO  
VACANT LAND OFFER TO PURCHASE**

**THIS FIRST AMENDMENT TO VACANT LAND OFFER TO PURCHASE** ("Amendment") is made and entered into as of June \_\_\_\_\_, 2024, by and between F STREET MANAGER 3, LLC, a Wisconsin limited liability company ("Purchaser"), and the City of Appleton ("Seller").

**RECITALS**

- A. Seller and Purchaser entered into that certain Vacant Land Offer to Purchase dated June 21<sup>st</sup>, 2023 (as may be amended, collectively, the "Offer") for the purchase and sale of the land in the City of Appleton described in the Addendum to the Offer, the improvements thereon, and other property, interests, and rights as further described in the Offer (collectively, the "Property").
- B. Seller and Purchaser desire to amend the Offer as set forth herein and modify the Purchase Price and extend the Inspection Date.

**AGREEMENTS**

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

- 1. Amendments. The Offer shall be amended as follows:
  - a. Purchase Price: The purchase price per acre, as set forth in the Addendum to the Offer shall increase from \$41,000.00 to \$43,000 per acre.
  - b. Inspection Period. The Inspection Period shall be extended from June 20<sup>th</sup>, 2024 to June 20<sup>th</sup>, 2025.
- 2. Miscellaneous.
  - a. Except as expressly amended herein, all other provisions of the Offer shall remain unchanged and in full force and effect as if set forth herein. In the event of any inconsistency between the terms of the Offer and the terms of this Amendment, the terms of this Amendment shall control.
  - b. This Amendment may be executed via facsimile or email and in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.
  - c. The Recitals are incorporated herein by reference and made a part hereof. Capitalized terms not otherwise defined herein shall have the meaning proscribed to them in the Offer.

- d. If any provision of this Amendment is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Amendment and the Offer shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Amendment or Offer; and the remaining provisions of this Amendment and the Offer shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Amendment or the Offer.

*[signature page follows]*

**IN WITNESS WHEREOF**, the parties have caused this Third Amendment to Purchase and Sale Agreement to be duly executed as of the date set forth above.

**PURCHASER:**

**F STREET MANAGER 3, LLC**

By: \_\_\_\_\_  
Scott Lurie, Manager

**SELLER:**

**CITY OF APPLETON**

By: \_\_\_\_\_  
Jacob A. Woodford, Mayor



