Memorandum

TO: Administration Committee
FROM: Greg Keil, CDD
Date: July 28, 2011
RE: Sale of Racine Street Lots

Background

There has been a long history of city involvement with regard to the acquisition of these properties dating back to early 2003 when negotiations began with the owners of 81 and 87 Racine Street. These negotiations continued through most of 2004, when it was concluded that the prices being asked by the owners (which were multiples of the assessed values) were unreasonable. At that juncture, the Common Council adopted attached Resolution R-39-04, initiating the process for taking the property via eminent domain, citing parking, blight elimination and enhancement of the appearance of the community as the public purpose for the taking.

This process was followed through to conclusion on 87 Racine Street, but was terminated on 81 Racine when agreement was reached on the sale price. These transactions were completed in 2006. The other property that is included with the Racine Street Lots is the former 504 Broad Street, a dilapidated duplex that was acquired to facilitate the redevelopment of the 500 block of Broad Street along with the Headwaters condominium project.

The environmental remediation work on 81 Racine was completed prior to acquisition by the city. The remediation work on 87 Racine has also been completed, but monitoring is still ongoing. We are expecting a closure letter on this site from the DNR in the next year or so, depending on monitoring results.

Several concepts for the conversion of the site to parking and green space were presented to the Plan Commission and the Common Council. None of them were accepted by the council, and in 2007, attached Resolution R-19-07 was approved directing that other uses for the site be explored.

Altogether, the costs for land acquisition were about $282,000. The total amount invested in the site is about $420,000, with about $136,000 being reimbursed through the PECFA grant program, leaving the city with a net cost of about $284,000.

The listed sale price on the property is $115,000, the assessed value of commercial land in this portion of the Racine Street corridor is $5.00 sq. ft. This parcel is $21,188 square feet, which would have a corresponding assessed value of $105,940.

Recommendations

There are many factors to consider in determining what the best thing is to do with this property. These considerations include economic impact, aesthetic, traffic and safety, and how the development of the parcel would affect the community and the neighborhood, as well as sale price. I urge the Common Council to take a long range view of these considerations when making its decision whether to sell the property for any particular use.

The economic impact of a project on the site should be considered in terms of the value of site improvements and related tax revenues, job creation or retention, and whether the development will promote or detract from development opportunities on other properties in the vicinity. . In this instance, the economic impact is difficult to assess because the project has not been defined beyond a stated desire for additional parking, and the expression of a possibility for future expansion of an existing business. If the only improvement is parking surface and landscaping, the taxable value will be minimal, with little spin-off benefit from any known development. It is my opinion that the buyer should be making commitments to ensure there will be measurable benefits to the community associated with the project beyond the establishment of a parking lot. This is particularly the case when the city has large investments in a property, and only a fraction will be recovered through the sale price.

With regard to aesthetics, the Shreiber - Anderson plan for the Third and Racine Street Corridor identified this area as an important entry corridor for the downtown and suggested aesthetic improvements for the area. This could be accomplished as the buyers proposal suggests there would considerable landscaping on the site. However, taken as a whole the landscaping and parking lot need to be measured in a larger context of whether that is the highest and best use of the site.

There will be traffic and safety considerations with regard to the future use of the site. These will be influenced by the intensity if use of the site and the configuration of access and parking. I do not have a strong opinion as to whether the buyers proposed use will enhance safety, or impose a greater risk, but will note that employees and/or clients would need to cross the Broad Street to access the parking lot.

As noted above, the impact on the neighborhood and community are hard to assess. What's being proposed is a parking lot and landscaping. What's been talked about is the addition to an existing building and the prospects for expanded business. More needs to be known whether these are just possibilities, or are planned future projects with a timetable and commitments from the seller.

It is my recommendation that the Common Council reject the offer to purchase unless the buyer is willing to commit to development beyond the parking lot and landscaping.

RESOLUTION R - 39 - 04

RESOLUTION FOR DETERMINATION OF NECESSITY; (BARTH AND ZIEL PROPERTIES)

Introduced by Mayor Laux

WHEREAS, it is in the best interests of the City of Menasha to acquire certain land for establishing public parking, to enhance the appearance of a downtown entry point, and to eliminate blight in an area located within the downtown business district; and

WHEREAS, the properties to be acquired are:

81 Racine Street – Estate of Edward Ziel

That part of lot Thirteen (13) of block Eighteen (18) in the Plat of MENASHA (TWO ADDITIONS), in the Fifth Ward, City of Menasha, Winnebago County, Wisconsin, described as follows, viz: Beginning at the Southwest corner of said Lot 13, thence north along the East line of Racine Street in the said City of Menasha, 130 feet; thence east along the North line of said lot 13, 55 feet; thence south parallel to the East line of said Racine Street, 50 feet; thence west, parallel to the North line of Broad Street, 10 feet; thence south, parallel to the East line of Racine Street, 80 feet; thence west along the North line of Road Street, 45 feet, to the point of beginning, City of Menasha, Winnebago County, Wisconsin (Tax parcel #1-000-6100)

87 Racine Street – Estate of Dennis Barth

Lots Eleven (11) and Twelve (12) of Block Eighteen (18) in the plat of MENASHA (TWO ADDITIONS), in the First Ward, City of Menasha, excepting there from the East Fifty (50) feet of said Lot Eleven (11), subject to Driveway privileges granted by Deed recorded in Volume 791 on Page 425. City of Menasha, Winnebago County, Wisconsin (Tax parcel # 1-000-6000); and,

WHEREAS, a Determination of Necessity is required by Ch. 32 Wis. Stats. to enable the City to acquire the above properties.

THEREFORE, BE IT RESOLVED, by the Common Council of the City of Menasha that it is determined to be necessary for the City of Menasha to acquire the above properties for the purpose of establishing public parking, to enhance the appearance of a downtown entry point, and to eliminate blight.

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to negotiate with the property owners to acquire the above properties and to execute all documents necessary to consummate this transaction.

Passed and approved this 20th day of December, 2004.

Joseph F. Laux, Mayor

Deborah A. Galeazzi, City Clerk

RESOLUTION R - 19 - 07

RESOLUTION INVESTIGATING THE FUTURE USE OR SALE OF PROPERTIES AT 504 BROAD, 81 RACINE & 87 RACINE

Introduced by Alderman Hendricks

WHEREAS, the City of Menasha is the owner of properties located at 504 Broad Street, 81 Racine Street & 87 Racine Street in the City of Menasha; and

WHEREAS, the City acquired 81 Racine Street through a negotiated sale after making a Declaration of Necessity; and

WHEREAS, the City acquired 87 Racine Street by use of eminent domain under Chapter 32 of the Wisconsin Statutes; and

WHEREAS, Resolution R – 39 – 04, the Declaration of Necessity passed on December 20, 2004 established the purposes of acquiring 81 Racine Street and 87 Racine Street to enhance the appearance of a downtown entry point, establish public parking and to eliminate blight within the downtown business district; and

WHERAS, it is in the public interest to explore uses of 504 Broad Street, 81 Racine Street, and 87 Racine Street beyond those identified in R – 39 – 04 so as to compliment the Racine street corridor from Broad street to Third street;

NOW THEREFORE, BE IT RESOLVED, that the City of Menasha Common Council with the Mayor concurring determine it to be in the best interests of the City of Menasha to explore additional uses for the properties at 504 Broad Street, 81 Racine Street and 87 Racine Street beyond those identified in R – 39 – 04; and

BE IT FURTHER RESOLVED that the Plan Commission is directed and Redevelopment Authority is requested to study all uses for these properties so as to compliment the Racine Street corridor from Broad Street to Third Street.

Passed and approved this 19th day of November, 2007.

Joseph F. Laux, Mayor

Deborah A. Galeazzi, City Clerk

WB-13 VACANT LAND OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON July 21, 2011 [DATE] IS ~~(AGENT OF BUYER)~~ (AGENT OF SELLER/LISTING BROKER) ~~(AGENT OF BUYER AND SELLER)~~ [STRIKE THOSE NOT APPLICABLE]

GENERAL PROVISIONS The Buyer, Riverside Building, Inc. , , offers to purchase the Property known as [Street Address] See Lines 526 and 527 in the City of Menasha , County of Winnebago , Wisconsin (Insert additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

■ PURCHASE PRICE: Fifty-Seven Thousand, Five Hundred Dollars ($ 57,500.00).

■ EARNEST MONEY of $ n/a accompanies this Offer and earnest money of $ 1,000.00 will be mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or n/a .

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

■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 18-19, and the following additional items: None

■ NOT INCLUDED IN PURCHASE PRICE: None

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

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

■ ZONING: Seller represents that the Property is zoned: C-1 General Commercial .

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

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

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before August 19, 2011 . Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

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

Seller's recipient for delivery (optional): Robert E Drifka for Seller

Buyer's recipient for delivery (optional): Vernon Larsen

[X] (2) Fax: fax transmission of the document or written notice to the following telephone number:

Seller: (920) 967-5272 Buyer: (920) 722-3394

[X] (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, 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.

[X] (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, 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.

Delivery address for Seller: N9601 Crystal Drive, Appleton, WI 54915

Delivery address for Buyer: 59 Racine Street, Menasha, WI 54952

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

E-Mail address for Seller (optional): bob@drifkagroup.com

E-Mail address for Buyer (optional): valdds@sbcglobal.net

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~~ n/a ~~, 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~~ n/a

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

CLOSING This transaction is to be closed no later than See Addendum 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 none other .

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]:

n/a 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)

n/a Current assessment times current mill rate (current means as of the date of closing)

n/a 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)

n/a n/a .

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.

n/a 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~~ terminate any and all leases prior to the closing date . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

n/a **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.

n/a **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.

[n/a] **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.

[n/a] **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

n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.

o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.

p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.

q. Lack of legal vehicular access to the Property from public roads.

r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.

s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.

t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.

u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.

v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.

w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.

x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.

y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.

z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.

aa. Existing or abandoned manure storage facilities on the Property.

bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).

dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.

PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

n/a **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

_____

_____

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

n/a **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned C-1 General Commercial and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

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

n/a **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must 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 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHECK ALL THAT APPLY: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: _____.

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

n/a **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____

_____.

n/a **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: ☐ electricity _____; ☐ gas _____; ☐ sewer _____; ☐ water _____; ☐ telephone _____; ☐ cable _____; ☐ other _____.

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

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

n/a **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within ____ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____.

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

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

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

EARNEST MONEY

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

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

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

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

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

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

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

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

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

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

n/a **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).
This contingency shall be deemed satisfied unless Buyer, within ____ days of acceptance, delivers to Seller a copy of the written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).
CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.
For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the Buyer had actual knowledge or written notice before signing this Offer.

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

X **ADDENDA:** The attached Addendum A is/are made part of this Offer.

ADDITIONAL PROVISIONS/CONTINGENCIES The Property's Street Addresses include; 81 Racine Street, 87 Racine Street, and 504 Broad Street.

This Offer was drafted by [Licensee and Firm] Robert E. Drifka Drifka Group Inc. on July 21, 2011.

(x) _____
Buyer's Signature ▲ Print Name Here ▸ Riverside Building, Inc. Date ▲

(x) _____ 7/25/11
Buyer's Signature ▲ Print Name Here ▸ Date ▲

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

_____ Broker (By) _____

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

(x) _____
Seller's Signature ▲ Print Name Here ▸ Date ▲

(x) _____
Seller's Signature ▲ Print Name Here ▸ Date ▲

This Offer was presented to Seller by [Licensee and Firm] _____

Drifka Group Inc. on _____ at _____ a.m./p.m.

This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM TO WB-13 VACANT LAND OFFER TO PURCHASE
Dated July 21, 2011
By and Between Riverside Building, Inc. and City of Menasha

1. FINANCING. This Offer is not subject to financing.

2. CLOSING. The closing shall be no later than 30 days after Buyer's waiver of all Buyer contingencies.

3. ENVIRONMENTAL CONCERNS. Seller acknowledges to Buyer that they have no notice or knowledge of any underground storage tanks, garbage dumpsites or contaminants that may be on the property. Seller shall, within ten (10) days of the acceptance date of this Offer, provide Buyer with any and all reports, assessments and data in Seller's possession relating to the environmental condition of the Property. Buyer shall obtain within 45 days of the acceptance date of this Offer, at Buyer's expense, a Phase I Environmental Audit of the property from an environmental engineer chosen by Buyer to the effect that there is no evidence of solid (including asbestos), hazardous or toxic disposal or underground storage tanks on the property. If for any reason, at Buyer's sole discretion, said study indicates any unsatisfactory condition, Buyer shall serve written notice on Seller within said 45 day period, and this Offer shall become null and void and all earnest money returned to Buyer. Should Buyer fail to serve said written notice, Seller shall deem this contingency waived.

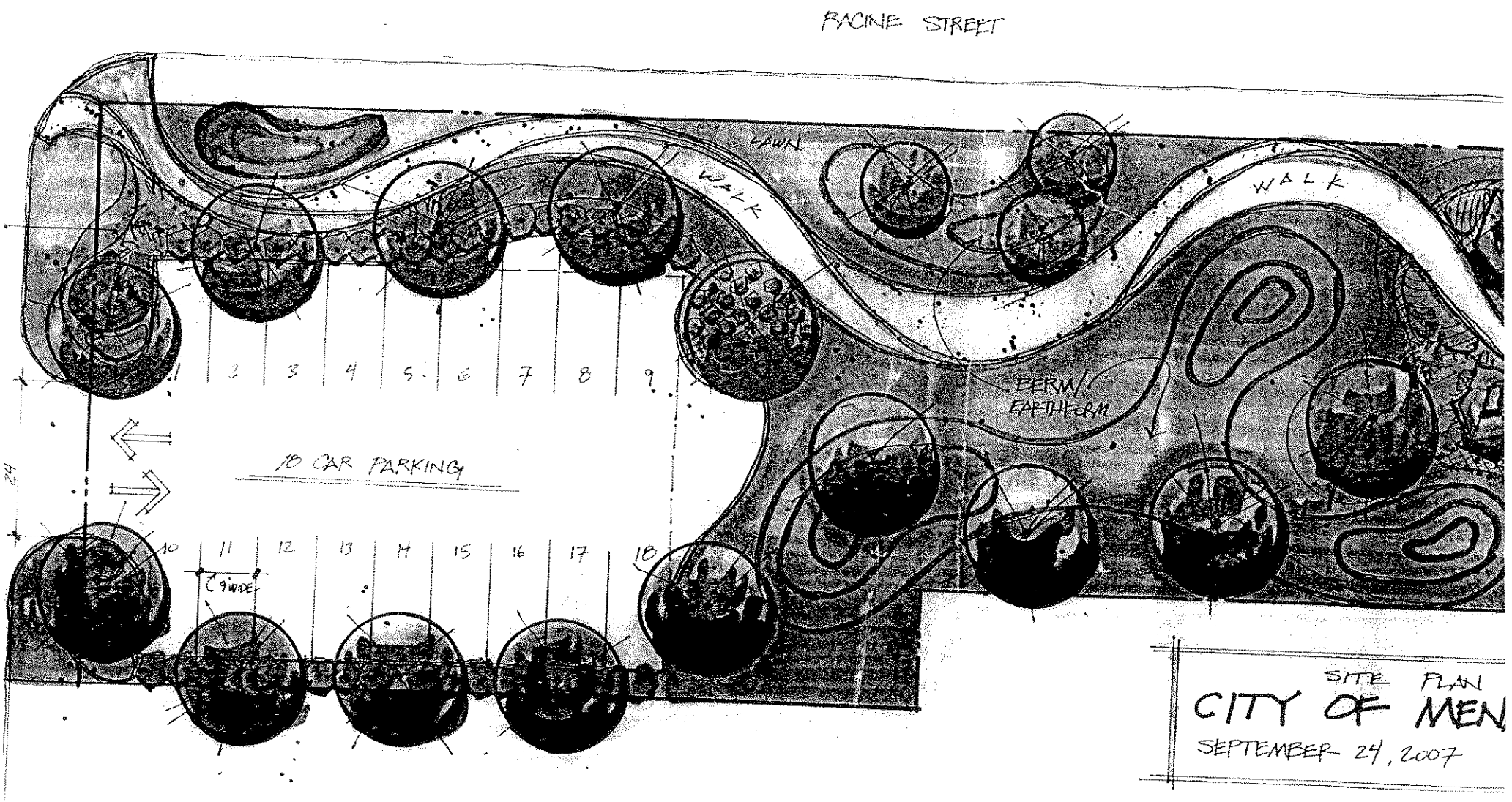
4. SOIL AND TOPOGRAPHIC CONDITIONS. Buyer shall, at Buyer's expense, obtain a written confirmation from a qualified soil testing and engineering firm that the soil and subsoil conditions of Property are suitable to allow for construction thereon of Buyer's proposed development. If for any reason, at Buyer's sole discretion, said study indicates any unsatisfactory condition Buyer shall serve written notice on Seller within 45 days from the date of acceptance of this Offer, and this Offer shall become null and void. Should Buyer fail to serve said written notice, Seller shall deem this contingency waived.

5. SURVEY. Seller, at Seller's expense, shall provide to Buyer within 45 days of the closing date, a survey by a licensed civil engineer or registered surveyor, in accordance with the standards specified by ALTA and certified to the title insurer referred to herein, and the Buyer, current at closing, delineating the boundaries of the real estate showing all adjoining rights of way, streets and roads, exit and entrances, utilities, set-back lines, restrictions, encroachments, rights of way, easements and other similar matters and setting forth the exact acreage with courses and distances so as to permit a description of the property (together with a certified written description of the property), and of any other items noted on the survey and containing a certification that the survey correctly shows the location of any structures and other improvements situated on the real estate and that, except as shown, there are no visible easements or rights of way across the property, no party walls, no encroachments on adjoining premises, streets or alleys and no encroachments on the real estate by improvements on the adjoining premises and showing the property to be in the condition called for herein. The survey shall be in such form as may be required by the title company so as to eliminate any survey exception in the commitment and title policy issued therefore.

6. GOVERNMENTAL APPROVALS, ZONING, PERMITS, LICENSES. This Offer is subject to Buyer obtaining from all governmental and quasi-governmental agencies and private parties all approvals, permits, and licenses, of every nature, including but not limited to; zoning, site plan approval, drainage plan, building permit, utility connections, signage including pylon, which are necessary for Buyer's intended use within 45 days from the acceptance date of this Offer. If Buyer is unable to obtain said approvals, permits, and licenses, Buyer shall serve written notice on Seller within 45 days from the acceptance date of this Offer, and this Offer shall be null and void. Should Buyer fail to serve said written notice, Seller shall deem this contingency waived.

7. ACCESS TO PROPERTY. Seller agrees to allow Buyer and its agent's access to the property at any reasonable time after the acceptance date of this Offer, to conduct said inspections and tests contemplated by Buyer's contingencies in this Offer. Buyer agrees to indemnify and hold Seller harmless from any cost, demands, expense, damage or liabilities arising out of Buyer's work performed on such tests and inspections. Buyer agrees to return the property to its prior condition after such testing has been completed in the event that this real estate transaction does not close.

8. FAX / EMAIL SIGNATURES. Buyer and Seller agree that fax and email signatures shall be deemed to be legal and that Buyer and Seller agree that electronically reproduced contracts with signatures are a valid method to use to accept an Offer or a Counter-Offer, to amend the contract, to give notices required by the contract, and that an electronic transmission (fax and or email) is a commercial delivery system, the use of which complies with the contract. Buyer's email address is: bob@drifkagroup.com for Buyer. Seller's email address is gkeil@ci.menasha.wi.us for Seller.



SITE PLAN

CITY OF MEN

SEPTEMBER 24, 2007

Mixed Use (Light Purple)

Purpose and Intent

The mixed use category refers to areas that combine retail, service and other commercial uses with office and/or residential use in the same building or on the same site. Mixed-use areas can create vibrant pedestrian-oriented urban environments by bringing complementary activities and public amenities together in one location at various scales. Examples of existing mixed-use characteristics are currently found in Menasha's downtown. Newly proposed mixed-use areas are intended to create similar higher density, pedestrian-friendly environments where the variety of uses enables people to live, work, play and shop in one place. There is also a possibility that these areas can become destinations for the city or even the region.

Mixed uses can be integrated vertically, with the upper floors used for office or residential and the ground floor for retail or service uses. They can also be integrated horizontally, with retail or service uses in the portion fronting the street with offices uses or residential behind. Mixed-use development can also be horizontally integrated when two or more structures are developed on one site.

To support land use policies aimed at promoting more compact, sustainable development patterns, which can help reduce auto trips, increase connectivity, encourage walking and the use of transit, and also help expand housing choices near employment and activity centers, the Preferred Land Use Map sets aside several areas for two types of mixed use designation. These categories differ primarily in the scale and intensity of development encouraged in them, and should be implemented through zoning and development standards that encourage appropriate form and character.

- *Mixed Use Neighborhood Center.* This designation applies to smaller areas of mixed commercial use within existing and new neighborhoods. These areas are primarily adjacent to, or part of, larger residential neighborhoods. Neighborhood Center mixed use areas abut roadway corridors, or are located at key intersections. They may also function as gateways into the neighborhoods they serve.

  These compact, and often walkable centers provide limited retail goods and services to a local customer base, while having minimal impact on the surrounding residential uses. They accommodate mixed-use development as well as mixed-use buildings.

  Uses in these areas might include a corner store, small grocery store, coffee shops, hair salons, dry cleaners and other personal services, as well as small professional offices and upper story apartments. Neighborhood commercial areas may also include churches, schools, and small parks.

- *Commercial Core Mixed Use Area.* This designation applies to downtown and near downtown Menasha, reflecting its local role as a destination for services, cultural and civic functions. This emphasizes the urban character and the mix and intensity of uses uniquely suited to this center of activity. The designation is intended to permit a true mix of uses (except industrial), with unique development standards tailored to the historic urban character of Downtown. The intent is to move this area towards becoming a center of activity both during the day and at night and during weekends by promoting a mix of commercial, entertainment, residential, and civic uses. Creative forms of housing are encouraged, such as attached homes, "lofts", and live-work units. To protect the historic character of Downtown, the city should ensure development and redevelopment is appropriately scaled. Preservation of existing historic buildings and sites is encouraged. Where there is an established building line, new development should maintain this line. Redevelopment on sites where the building line has not been followed provides an opportunity to restore street-line continuity by rebuilding to the line.

Future Land Use

City of Menasha, Calumet & Winnebago Counties

This Harrison future land use data was developed by the Town of Harrison working with Martenson & Eisele, Inc.

Railroad
Federal Highways
State Highways
County Highways
Local Roads
City Streets
Rivers
Lakes
Parks and Public Lands
Parcel Boundaries
City of Menasha Boundary
Other Municipal Boundaries
County Line
Menasha Growth Management Boundary
Trails

Menasha Future Land Use
Low Density Residential
Multiple Family Residential
Mobile Home Park
Community Commercial
Regional Destination Commercial
Mixed Use Neighborhood Center
Mixed Use Commercial Core
Industrial
Government/Institutional
Mixed Use Area
Utilities/Communications
Public Parking
Open Space
Parks and Recreation

Town of Menasha Future Land Use
Low Density Residential
Medium Density Residential
High Density Residential
Commercial
Industrial
Public/Institutional
Recreational
Agricultural
Utilities/Communications

Harrison Existing Land Use
Wetlands
Single Family Residential (sewered)
Two Family Residential
Multi-Family Residential
Mobile Home Park
Commercial
Industrial
Public/Institutional
Utilities
Quarries
Parks and Recreation
Recreational Trails
Water
Woodlands
Special Ag/Nurseries
Farmstead Homes
Light Industrial

Harrison Future Land Use
Single Family Residential (sewered)
Single Family Residential (unsewered)
Two Family Residential
Multi-Family Residential
Commercial
Industrial
Public/Institutional
Parks and Recreation

Appleton Future Land Use
Single Family Residential
Multiple Family Residential
Multi-Tenant Building
Commercial
Industrial
Institutional
Recreational/Open Space

Map Date: May 19, 2008
C_Menasha_Preferred_LRG.mxd

Calumet County LIO
206 Court St
Chilton WI, 53014
920-849-1442

1 inch equals 1,975 feet

Calumet County Overview

Map 8-3

Disclaimer:

This map is neither a legally recorded map nor a survey and is not intended to be used as such. Calumet County does not guarantee the accuracy, current status, or completeness of the material contained herein and is not responsible for any mistakes or misrepresentation of this information or its derivatives. In no event shall Calumet County become liable to users of this data for any loss arising from the use or misuse of these maps.

The tax parcel data is compiled from official records, including survey plats and deeds, but only contains the information required for Calumet County business. Original recorded source documents located in the county courthouse should be used for legal or survey purposes.

The County shall remain the exclusive owner of all rights, title, and interest in all specifically copyrighted information on this website.

To assist Calumet County in the maintenance of this data, users are encouraged to provide information to the County concerning errors or omissions. To report an error, please contact the County's GIS Specialist at (920) 849-1442 or email at landinfo@calumetwi.us