



MEMORANDUM

Date: July 29, 2015

To: Common Council

From: Pamela A. Captain, City Attorney

RE: Transfer of City property to Menasha Downtown Development, LLC (part of Marina Place parking lot)

Pursuant to paragraph 2.8 of the Development Agreement between Menasha Downtown Development, LLC and the City of Menasha, the City is to convey some vacant land to the Developer for use in conjunction with the office tower project. It consists of a portion of the Marina Place parking lot. The property is to be conveyed subject to various typical utility easements. In addition, the City will retain rights to 6 public parking spaces and vehicular access for delivery vehicles to the rear of the buildings located at 163, 165 and 167 Main Streets.

REQUESTED MOTION: Authorizing the conveyance of a portion of the Marina Place parking lot, described on ATTACHMENT A, to Menasha Downtown Development, LLC, with a purchase price of \$1.00 and subject to reservation of public use and other conditions as described in paragraph 2.8 of the Development Agreement between the parties.



Point of Beginning

Re: conveyance of land
City of Menasha to Menasha Downtown Development, LLC

Legal Description

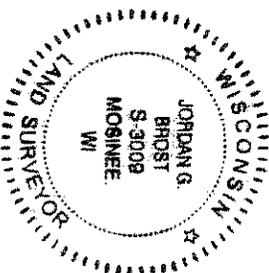
Being part of Lot 3, Certified Survey Map #5353 and part of Lots 23, 24, and 25 of Block 2, Original Plat of the Town of Menasha, located in the Northeast 1/4 of Section 22, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin, described as follows:

Commencing at the North 1/4 corner of Section 22, Township 20 North, Range 17 East; thence S 89°46'12"E along the North line of the Northeast 1/4 of said Section 22, 1545.23 feet; thence S 00°00'00"W, 5.45 feet to the Northeastly corner of Block 2; Original Plat of the Town of Menasha; thence S 29°38'35"E along the Westerly line of Mill Street, 210.00 feet to the North line of Marina Place; thence S 59°58'45"W along the North line of Marina Place, 68.31 feet; thence S 29°37'35"E, along the North line of Marina Place, 1.00 feet to the Southeastly corner of Lot 3, Certified Survey Map #5353 and the point of beginning, (POB) of the parcel to be described; thence S 59°58'45"W along the North line of Marina Place, 162.94 feet; thence N 29°34'31"W along the Westerly line of lands described and recorded in Document # 1339608 and the southerly extension thereof, 95.19 feet; thence N 60°09'11"E, 75.38 feet; thence N 29°27'33"W, 17.26 feet to the Northerly line of lands described and recorded in Document # 1339607; thence N 59°56'44"E, along said Northerly line, 14.19 feet; thence N 34°09'37"W, along said Northerly line, 1.06 feet; thence N 60°13'30"E, along said Northerly line, 9.25 feet; thence N 29°34'01"W, along said Northerly line, 5.38 feet; thence N 60°29'08"E, along said Northerly line, 40.04 feet to the Northeastly corner of said lands described and recorded in Document # 1339607; thence S 29°13'05"E, along the Easterly line of said lands described, 5.70 feet; thence N 60°06'36"E, along said Easterly line, 0.15 feet; thence S 29°36'34"E, along said Easterly line, 31.57 feet to the Southeastly corner of lands described in recorded in Document # 1339607; said point also being on the Northerly line of Lot 3, Certified Survey Map #5353; thence N 59°57'46"E along the Northerly line of Lot 3, Certified Survey Map #5353, 23.92 feet to the Northeastly corner thereof; thence S 29°37'35"E along the Easterly line of said Lot 3, 81.00 feet to the point of beginning.

Containing: 16,499 Square Feet, 0.379 Acres.

Dated this 20th day of April, 2015.

Jordan G Brost, PLS



hereunder. The City Improvements shall be completed on or before June 1, 2016.

- 2.8. Conveyance of City Property. By July 7, 2015, the City shall convey to the Developer the vacant land within the Property boundary described on the attached Exhibit G ("City Property") for use in conjunction with the Project. The City shall convey the City Property to the Developer free and clear of all liens and encumbrances (except utility easements of record, if any and the terms and conditions of this Agreement) with a reservation of rights to public parking and vehicular access as described below and necessary utility easements, if any and the purchase price shall be \$1.00. The City shall execute and deliver to the Developer all documents reasonably necessary to effectuate the conveyance of the City Property to Developer. The City shall retain public use of six parking stalls at the west end of the City Property at no cost to the City, which use shall contain a right of vehicular access to use such stalls along with the vehicular access for delivery vehicles to deliver goods and services to the rear of the buildings located at 163 Main Street, 165 Main Street and 167 Main Street, so long as such delivery vehicles do not block traffic or unreasonably interfere with the Developer's and its Tenants' use of the City Property.
- 2.9. Construction Easement. Within 15 days of execution of this Agreement, the City by way of the Director of Public Works shall grant to Developer and its representatives and agents temporary construction easements over those portions of real property generally described in the attached Exhibit H to allow Developer to utilize such areas for staging, access, egress and related construction purposes for the Project. Such construction easements shall continue until June 1, 2016 and shall be in form and content reasonably agreeable to the parties.