

It is expected that a Quorum of the Personnel Committee, Board of Public Works, and Administration Committee will be attending this meeting: (although it is not expected that any official action of any of those bodies will be taken)

**CITY OF MENASHA  
Special Common Council  
Third Floor Council Chambers  
140 Main Street, Menasha  
October 20, 2011  
6:00 PM  
AGENDA**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL/EXCUSED ABSENCES
- D. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA  
(five (5) minutes time limit for each person)
- E. ACTION ITEMS
  - 1. R-39-11 A Resolution Declaring Property to be Blighted and Authorizing the Redevelopment Authority to Acquire and Assist in the Redevelopment of the Property
  - 2. Development Agreement between the City of Menasha and Redevelopment Authority
- F. ADJOURNMENT

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-3603 24-hours in advance of the meeting for the City to arrange special accommodations."

COMMON COUNCIL  
OF THE  
CITY OF MENASHA, WISCONSIN

RESOLUTION  
R – 39 – 11

A RESOLUTION DECLARING PROPERTY TO BE BLIGHTED AND AUTHORIZING THE REDEVELOPMENT AUTHORITY TO ACQUIRE AND ASSIST IN THE REDEVELOPMENT OF THE PROPERTY.

Introduced by Alderman Englebert.

WHEREAS, Section 66.1333, Wisconsin Statutes, as amended (the "Act"), states that it is the policy of the State of Wisconsin to protect and promote the health, safety and general welfare of the people of the state in which blighted areas exist by the elimination and preservation of such areas through the utilization of all means appropriate for that purpose, thereby encouraging well-planned, integrated, stable, safe and healthful neighborhoods, the provision of healthful homes, a decent living environment and adequate places for employment of the people of this state and its communities in such areas; and,

WHEREAS, this Common Council has heretofore created a Redevelopment Authority (the "Authority") to eliminate or prevent substandard, deteriorated, obsolete and blighted areas in the City of Menasha, Wisconsin (the "City"); and,

WHEREAS, the Act, as amended, authorizes the Authority to undertake certain activities within the City, for the purpose of carrying out redevelopment, blight elimination, blight prevention and urban renewal programs and projects as set forth in the Act, together with all powers necessary or incidental to effect adequate and comprehensive redevelopment, blight elimination, and urban renewal programs and projects; and,

WHEREAS, certain Properties, attached hereto as Exhibit A, have been identified by the City's staff to be "blighted properties" as defined in Section 66.1333, Wisconsin Statutes, and as set forth in a memorandum dated September 23, 2011 to the Redevelopment Authority attached hereto as Exhibit B, incorporated herein by reference, said contents are adopted as findings of the Common Council; and,

WHEREAS, blight elimination, slum clearance, and urban renewal and redevelopment projects on the Properties will protect and promote the health, safety and general welfare of citizens of the City; and,

WHEREAS, the Authority proposes to acquire or assist the private acquisition and development of the Properties and to carry out blight elimination and urban renewal projects on the Properties, including the installation and construction of public improvements on the Properties, and to subsequently transfer portions of the Properties to private developers; and,

WHEREAS, Section 5(c)1g. of the Act provides that the Authority may acquire blighted property without designating a redevelopment area or adopting a redevelopment plan if the Authority obtains advance approval of the Common Council by at least a two-thirds vote; and,

WHEREAS, on October 17, 2011 the Authority conducted a duly-noticed public hearing at which all interested parties were afforded a full opportunity to express their views respecting the determination of blight for the Properties; and,

WHEREAS, after the public hearing the Authority (i) found the Properties to be "blighted properties" within the meaning of Section 66.1333(2m)(bm), Wisconsin Statutes, and (ii) submitted the blight determination and proposed acquisition of the Properties for the purpose of carrying out blight elimination and urban renewal to this Common Council for approval; and,

WHEREAS, this Common Council has studied the facts and circumstances relating to the Properties and the proposed acquisition of the Properties, consideration having been given, among other items, to the following matters: (i) the definition of "blighted property" contained in Section (2m)(bm) of the Act, (ii) the Report with respect to the existence of blight on the Properties in the context of the Act, (iii) the past and existing condition of, and the proposed uses of, the Properties, (iv) the goals and objectives of the proposed acquisition of the Properties, (v) visual inspections of the Properties and surrounding areas by various members of the Authority and by various staff of and consultants to the City, and (vi) reports and recommendations to the Common Council by the Authority and others.

NOW THEREFORE, BE IT RESOLVED that the Common Council of the City of Menasha as follows:

1. Finds it necessary and in the public interests that the Authority undertake activities to eliminate and prevent blight, obsolescence, and the deterioration of the Properties (Exhibit A) and to promote redevelopment and urban renewal on the Properties.
2. Finds, determines and declares that the Properties (Exhibit A) are blighted properties within the meaning of Section (2m)(bm) of the Act which substantially impair or arrest the sound growth of the City of Menasha.
3. Finds that a comprehensive redevelopment plan is not necessary to determine the need for the acquisition of the Properties (Exhibit A), the uses of the Properties after acquisition and the relation of the acquisition to other property redevelopment by the Authority.

Passed and approved this \_\_\_\_\_ day of October, 2011.

\_\_\_\_\_  
Donald Merkes, Mayor

Attest:

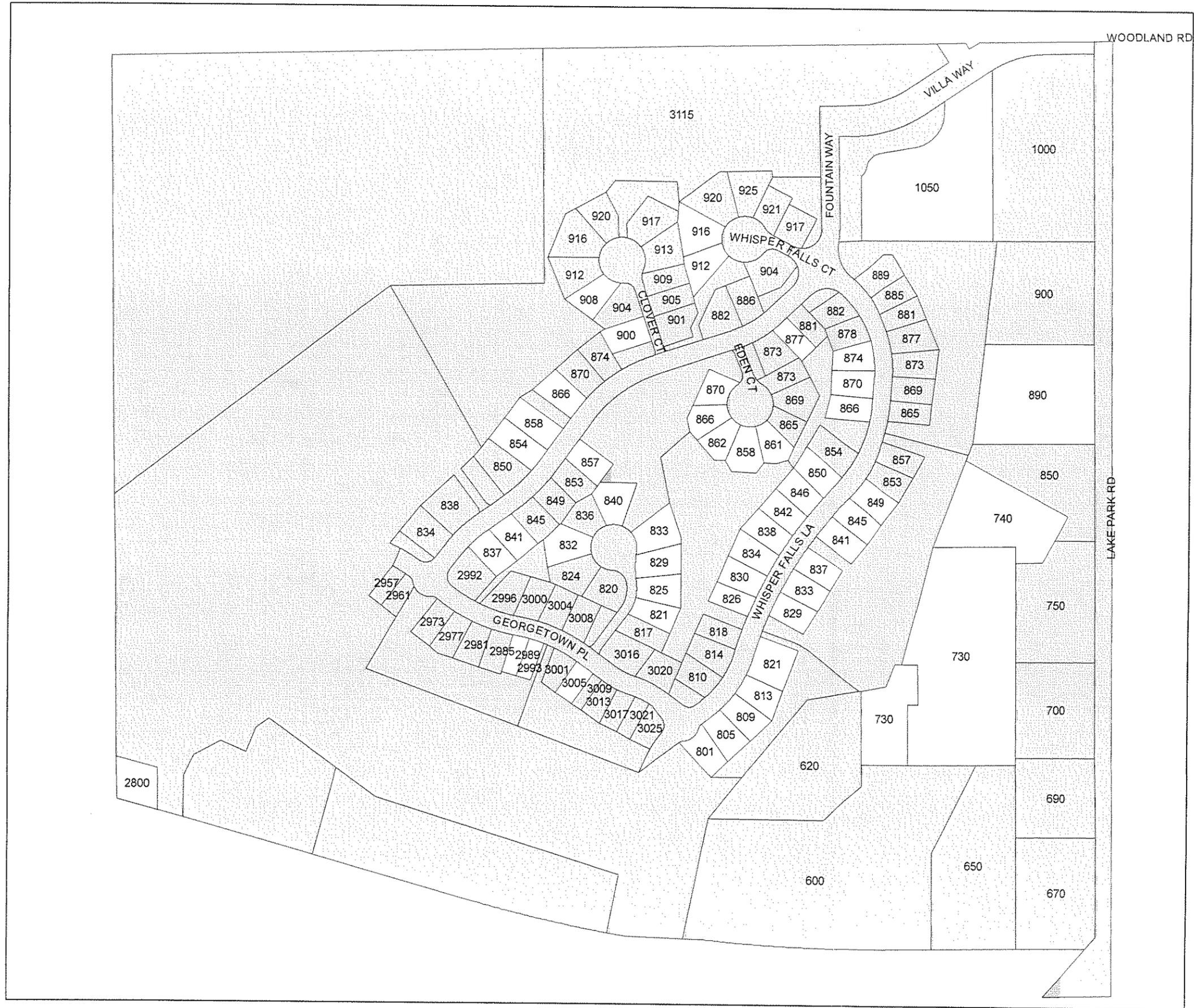
\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk



**Memorandum**

TO: Common Council  
FROM: Greg Keil, CDD *GK*  
DATE: October 19, 2011  
RE: RDA Finding Determining Blight

On Monday, October 17, 2011 the Menasha Redevelopment Authority determined the properties shown on the attached Exhibit A to be blighted within the meaning of Section 66.1333(2m)(bm) and hereby transmits its findings to the Common Council for its consideration relating to authorizing the RDA to acquire and assist in the redevelopment of the blighted properties.



**Exhibit A:  
Determination of Blight -  
Lake Park Villas and Vicinity**

*City of Menasha,  
Calumet County, Wisconsin*



**Legend**

- Not Blighted
- Blighted

# EXHIBIT B



City of Menasha \* Department of Community Development

## Memorandum

To: Redevelopment Authority  
From: Greg Keil, CDD *GR*  
Date: September 23, 2011  
RE: Conditions Precedent to Preliminary Determination of Blight

A determination of blight is an essential first step for the acquisition of property by a redevelopment authority. It is now proposed that the Menasha Redevelopment Authority make such a determination with regard to the vacant land and unimproved residential and commercial lots in Lake Park Villas (see attached drawing).

The City of Menasha initiated the Lake Park Villas development in 2001 via a development agreement with Johnson Properties Services, LLC for real estate services, and granted them an exclusive option to purchase city-owned land. This agreement was subsequently assigned to WISCO Enterprises, LLP. Under this agreement, the city held the land costs and paid for the installation of infrastructure and amenities. The city received reimbursement for these expenses plus a percentage of the land sale price as lots were sold to third parties. The development plan called for the development to take place in four phases. Only the first two phases were completed, consisting of 16 commercial lots along Lake Park Road, and 116 residential lots.

Despite initial success in developing and marketing the property, the Lake Park Villas development has come to a standstill. The developer, WISCO fell into receivership as the result of internal conflicts and a softening housing market. The city has since engaged other real estate brokers to sell the city owned properties, but these efforts have met with little success as no lots have been sold since 2007.

Staff is proposing that the RDA make a preliminary determination of blight on the vacant lands and unimproved residential and commercial lots in Lake Park Villas. The basis for such a determination is under Sec. 66.1333, Wis. Stats. The definition of "blighted property" means "any property within a city, whether residential or nonresidential, which by reason of...obsolescence..., or the existence of conditions which endanger life or property by fire or other causes, or any combination of such factors, ...and is detrimental to the public health, safety, morals and welfare, or any property which by reason of faulty lot layout, in relation to size, adequacy, accessibility, usefulness, ...deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair market value of the land, defective or unusual conditions of title,...or any combination of such factors, substantially impairs or arrests the sound growth of a city, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use, or any property which is predominantly open

and which because of obsolete platting...deterioration of site improvements, or otherwise, substantially impairs or arrests the sound growth of the community”.

Facts in support of this determination are as follows:

- Predominance of Open Land and Obsolete Platting
  - 20.4 Acres of the area included in TID #12 is part of the city owned area commonly referred to as Lake Park Villas. This area is not platted and cannot be developed unless it is platted.
  - 24.7 Acres within the Lake Park Villas Plat are contained within a single parcel. This area needs to be further subdivided in order to be developable for residential purposes.
  - 10.04 Acres within the Lake Park Villas Plat are contained within a single parcel. This area needs to be further subdivided in order to be developable for residential purposes.
- Faulty Lot Layout
  - The original plat of Lake Park Villas created lots that were not compatible with the market demand for home designs prospective purchasers were most interested in building. There were numerous certified survey maps and a replat of a portion of Lake Park Villas to reconfigure lots in an attempt to correct the platting deficiencies.
- Economic Liability
  - There are 16 Commercial Lots within Lake Park Villas, 10 of which are unimproved. Of the 10, 9 are owned by the city. The last time a vacant commercial lot was sold was over 6 years ago.
  - There are 112 residential lots within Lake Park Villas. Of this number, 66 are undeveloped, and 64 of them are owned by the city. The last time a vacant residential lot was sold was over 4 years ago.
  - The value of residential properties declined by \$1,773,600 from 2007 to 2011, a decrease of 12 percent.
  - The value of commercial properties declined by \$1,578,000 from 2007 to 2011, a decrease of 25 percent.
  - Approximately \$750,000 per year is placed on the general property tax levy to pay debt associated with the Lake Park Villas Development.
- Deterioration of Site Improvements
  - There has been substantial deterioration of site and other improvements. Most notably the pavement surface and curbing in the existing roundabouts, failure of pumps and electrical components in ponds, and deterioration of site landscaping and other amenities.
- Obsolescence
  - The presence of obsolescence is apparent in the two silos from long-discontinued agricultural use of the property, and a garage that formerly housed equipment used to maintain the property by a former developer.
- Defective or Unusual Conditions of Title
  - There are at least two parcels where there is dispute regarding conditions of title.

In my opinion, these factors when taken together provide substantial documentation for a determination of blight. If the RDA concurs with this finding, a process will be initiated to inform the owners of the vacant land and unimproved residential and commercial lots relative to the preliminary determination of blight. A public hearing will be held 20 days after notice of the hearing is sent, and persons will be provided an opportunity to present their comments on the preliminary determination of

blight. The RDA will then take action either to assert or set aside the blight determination. If the RDA asserts the determination of blight, a resolution will be advanced to the Common Council indicating the intended acquisition of the blighted area by the RDA. A 2/3 vote of the Common Council is required to approve such acquisition.

## DEVELOPMENT AGREEMENT

This Agreement is entered into by and between the City of Menasha, Wisconsin, a political subdivision of the State of Wisconsin (the "City"), and the Redevelopment Authority of the City of Menasha, Wisconsin (the "RDA"), a public body corporate and politic.

### ARTICLE I INTRODUCTION

Section 1.01 Purpose of Agreement. The parties have agreed to undertake a mixed-use residential and commercial development in the Development Area, consisting of approximately 246 new single-and multi-family dwelling units, approximately 130,000 square feet of commercial space, and installation of public improvements necessary to serve the development, all as described in more detail in the Project Plan for Tax Increment District #12 of the City. The purpose of this Agreement is to record the understandings and undertakings of the parties and to provide a framework within which the Development may proceed.

Section 1.02 Certain Definitions. As used in this Agreement, the following terms shall have the meanings indicated:

"Developer" – The RDA or an entity, or entities, selected by the RDA for the development of all or a portion of the Development Area.

"Development Area" - The land area described in Section 2.01 and Exhibit B.

"Closing" - The closing of various transactions described herein at the time and place described in Section 4.01.

"Contributed Properties" - The properties described in Section 5.01 and Exhibit A.

"Project Plan" - The Project Plan for Tax Increment District #12 of the City.

"TIF District" - Tax Increment District #12 of the City.

### ARTICLE II DESCRIPTION OF DEVELOPMENT

Section 2.01 Land. The Development Area is described in Exhibit B and is coterminous with Tax Increment District #12 created by the City (the "TIF District").

ARTICLE III  
PRECLOSING UNDERTAKINGS

Section 3.01 City and RDA Performance Subject to Required Government Approvals. The parties acknowledge that various of the specific undertakings of the City and RDA described under this Agreement require approvals from the City's Common Council and/or Planning Commission as well as from governmental bodies external to the City and RDA, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. The City's and the RDA's obligations herein are conditioned upon the obtaining of all such approvals in the manner required by law. The City and RDA cannot assure that all such approvals will be obtained, however they agree to use their best, good faith efforts to obtain them.

ARTICLE IV  
CLOSING

Section 4.01 Place and Time of Closing. The Closing shall be held in Menasha, Wisconsin at 10:00 a.m., local time, on October 31, 2011 or such earlier date as the parties may select by mutual agreement.

ARTICLE V  
CITY OBLIGATIONS

Section 5.01 City Land Transfer to RDA. City agrees to transfer the property within the TIF District described on Exhibit A, (the "Contributed Properties"), to the RDA for the purpose of redevelopment, implementing the Project Plan, and this Agreement for the purchase price of \$3,900,000. RDA shall execute a promissory note in favor of City in the amount of the purchase price. Terms shall be 5.5 % interest until paid in full. RDA shall be required to make payments to City towards the outstanding balance of the promissory note and interest as set forth in the promissory note.

Section 5.02 Developer's Incentive to RDA. City shall pay to RDA an annual financial incentive for the purpose of implementing the TID #12 Project Plan and this Agreement in the amount of \$270,000.

ARTICLE VI  
RDA OBLIGATIONS:  
MARKETING AND SALE OF CONTRIBUTED PROPERTIES,  
PROMOTION OF DEVELOPMENT

Section 6.01 Marketing of Contributed Properties. The RDA agrees to continuously and actively market all vacant lots in the Contributed Properties. The RDA shall provide the City on or before December 31 of each year during the term of this Agreement, a marketing plan for the Contributed Properties for the following year, which plan must be acceptable to the City, and a report as to its activities under this Agreement for that year.

Section 6.02 Administration of Development Agreements. The RDA agrees to administer Development Agreements that the City and/or the RDA enter into with Developers for the Contributed Properties.

Section 6.03 Assignment of Development Agreements. The RDA agrees to become a party-assignee for purposes of contract administration on the development agreements between the City of Menasha and The Ponds of Menasha, LLC and the City of Menasha and Cypress Homes, Inc.

Section 6.04 Sale of Contributed Properties. All sales, transfers, conveyances and leases of the Contributed Properties shall be subject to the requirements of Section 7.01 below. In connection with any such sale, transfer, conveyance or lease, the RDA shall enter into a written agreement with the purchaser. Each such development agreement shall have provisions including, but not limited to, the following (unless the City, in its sole discretion agrees in writing, that such provision need not be included):

(a) an agreement by the Developer to complete construction of improvements of a specified minimum equalized value (or expenditure of specified minimum construction cost) by a specified date;

(b) an agreement by the Developer to construct such improvements in conformance with plans and specifications approved by the City and RDA, and to obtain all necessary zoning approvals;

(c) an agreement by the Developer to sell the property back to the RDA at the cost it was acquired if the Developer does not proceed with development of the property by a date specified therein.

If the Developer is to receive a development incentive payable from tax increments generated by the TIF District, the City shall be a party to the agreement.

The requirements in Section 6.04 do not apply to individual sales of residential Contributed Properties within the Lake Park Villas Phase II homeowner's association. Such properties are already subject to recorded covenants requiring construction within one year of purchase.

Section 6.05 It is the intent of the parties that the Development and development of the Contributed Properties be undertaken in such a manner that the Development will have an assessed (full value) valuation of not less than \$46 million (taking only real property into account) on or before January 1, 2026. The RDA will take all reasonable good faith efforts to assure this intention is achieved.

Section 6.06 Budget and Budget Reconciliation; Financial Reports. The RDA agrees to prepare an annual budget for the Development and agrees to maintain records such that its actual expenditures for the Development may be ascertained and reconciled against such budget. From

time to time, upon reasonable notice from the City, authorized representatives of the City shall be entitled to examine such records at the RDA offices to verify such costs.

ARTICLE VII  
MISCELLANEOUS

Section 7.01 Restrictions on Sale of the Contributed Properties. If the RDA or any Developer intends to sell, transfer or convey any portion of the Contributed Properties to any person or in any manner which would render that portion of the Contributed Properties exempt from property taxation, the RDA or Developer, as applicable, shall first secure the express written consent of the City for such transfer unless the purchaser expressly agrees to annually pay the City an amount equal to all property taxes which would have been paid by that portion of the Contributed Properties if it were subject to property taxation.

Section 7.02 Assignments of Rights Under this Agreement. No party may assign its rights under this Agreement without the written consent of the other parties.

Section 7.03 Termination of Agreement. This Agreement shall remain in effect until its anniversary date in the year 2031 unless terminated earlier by unanimous written agreement of the parties or pursuant to Section 4.02.

Section 7.04 Default and Notice of Default. In the event any party to this Agreement is in default hereunder (the "Defaulting Party") the other parties ("Non-defaulting Parties") shall be entitled to take any action allowed by applicable law by virtue of said default provided that they first give the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than ninety (90) days in which the default may be cured by the Defaulting Party.

If, after the specified time period for cure, proceedings are initiated to cure an alleged default, the prevailing party in such proceedings shall be entitled to reimbursement from the other party for its reasonable attorney fees and associated costs incurred in such proceedings.

Section 7.05 Nondiscrimination. Each party agrees that neither the Development nor any portion thereof, shall be sold to, leased or used by any party in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, familial status, age, handicap, sexual orientation or national origin, and that the construction and operation of the Development shall be in compliance with all effective laws.

Section 7.06 Approximations. It is understood and agreed by the parties that all dimensions and quantities of square feet set forth herein or in the Exhibits hereto are preliminary and tentative. Before the legal descriptions of the various parcels comprising the Development Area are finalized, each party reserves the right to make minor changes in the dimensions, quantities and locations to best accommodate and facilitate the design, construction and operation of the Development, upon written notice to, but without the need for consent from, the other party.

Section 7.07 No Personal Liability. Under no circumstances shall any alderperson, officer, official, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

Section 7.08 Force Majeure. No party shall be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, or by any other cause not within the control of the party whose performance was interfered with, and which by the exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

Section 7.09 Parties and Interests; Survival of Agreements. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of any party.

Section 7.10 Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first-class mail, postage prepaid, with proper address as indicated below:

To the City: City of Menasha  
City Hall  
140 Main Street  
Menasha, Wisconsin 54952-3190  
Attention: City Clerk

To the RDA: Redevelopment Authority of the City of Menasha  
City Hall  
140 Main Street  
Menasha, Wisconsin 54952-3190  
Attention: Executive Director

Either party may, by written notice to the other party, designate a change of address for the purposes aforesaid.

Section 7.11 Amendment. No modification, alteration or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

Section 7.12 Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

Section 7.13 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

Section 7.14 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 7.15 Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 7.16 Covenants Running With The Land; Memorandum of Agreement. The covenants and agreements contained in this Agreement shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the RDA, any Developer and all successive owners of the Contributed Property, or any portion thereof, and their respective heirs, representatives, successors and assigns. Promptly upon its acquisition of the Contributed Properties and prior to the sale, transfer, conveyance or lease of any portion thereof or to the recording of any mortgage or other security instrument against any portion of the Contributed Properties, the RDA agrees to record a memorandum of this Agreement with the Register of Deeds for Calumet County, Wisconsin against the Contributed Properties. Such memorandum shall be in form and substance reasonably acceptable to the City and the RDA.

Section 7.17 RDA and City Authorization. The execution of this Agreement was authorized by RDA on \_\_\_\_\_, 2011 and Common Council on \_\_\_\_\_, 2011

[Execution Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of \_\_\_\_\_, 2011.

CITY OF MENASHA  
By \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_  
City Clerk

(SEAL)

REDEVELOPMENT AUTHORITY OF  
THE CITY OF MENASHA  
By \_\_\_\_\_  
Chairperson

Attest \_\_\_\_\_  
Executive Director

Approved as to form:

\_\_\_\_\_  
City Attorney

STATE OF WISCONSIN    )  
  )ss  
\_\_\_\_\_ COUNTY    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2011 the above named \_\_\_\_\_, Mayor, and \_\_\_\_\_, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin

My Commission expires

\_\_\_\_\_

STATE OF WISCONSIN    )  
  )ss  
\_\_\_\_\_ COUNTY    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2011, the above named \_\_\_\_\_, Chairperson and \_\_\_\_\_, Executive Director to me known to be the persons who executed the foregoing instrument and acknowledges the same.

\_\_\_\_\_  
Notary Public, Wisconsin

My Commission expires

\_\_\_\_\_

# Exhibit A: Contributed Properties\*

*City of Menasha,  
Calumet County, Wisconsin*

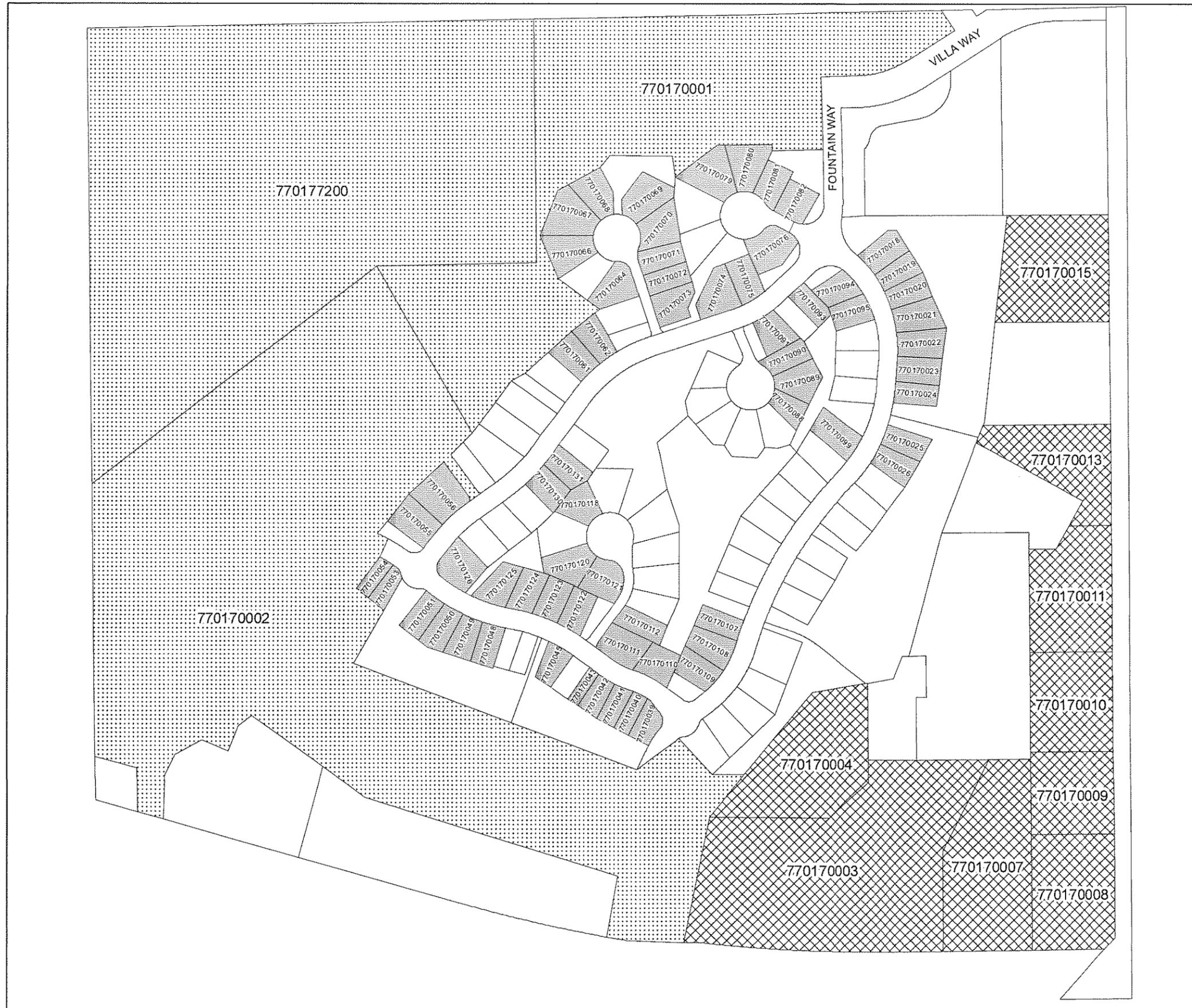


## Land to be Transferred to Menasha Redevelopment Authority

-  Vacant Unimproved Land\*
-  Existing Phase II Lake Park Villas Homeowners Association Lots
-  Existing Improved Lake Park Square Commercial Lots

Complete List of Parcel Numbers to be Transferred to Menasha Redevelopment Attached

\* Less & excepting Lot 1, CSM 3276 (attached)



**EXHIBIT A, Continued**

**PARCEL NUMBER**

***Vacant Unimproved Land:***

770170001 (Less & excepting Lot 1 , CSM 3276)  
770170002  
770177200

***Existing Phase II Lake Park Villas  
Homeowner Association Lots:***

770170018  
770170019  
770170020  
770170021  
770170022  
770170023  
770170024  
770170025  
770170026  
770170039  
770170040  
770170041  
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770170066  
770170067  
770170068  
770170069  
770170070  
770170071

*continued on next page*

**PARCEL NUMBER (cont)**

***Existing Phase II Lake Park Villas  
Homeowner Association Lots (cont.):***

770170072  
770170073  
770170074  
770170075  
770170076  
770170079  
770170080  
770170081  
770170082  
770170088  
770170089  
770170090  
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770170131

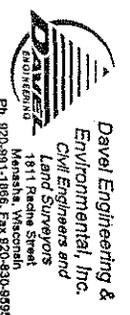
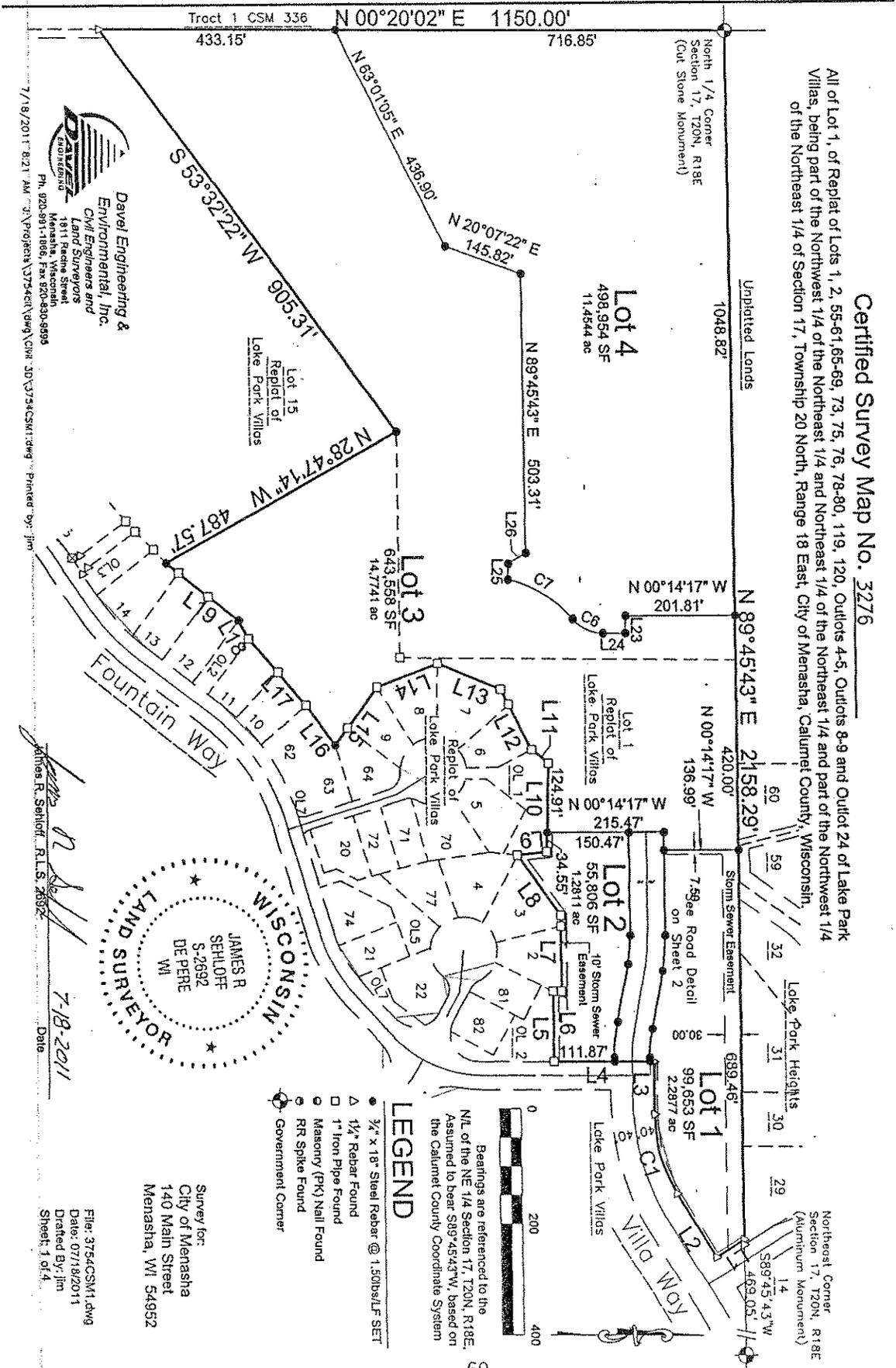
***Existing Improved Lake Park Square  
Commercial Lots:***

770170003  
770170004  
770170007  
770170008  
770170009  
770170010  
770170011  
770170013  
770170015

EXHIBIT A  
 CONTINUED

**Certified Survey Map No. 3276**

All of Lot 1, of Replat of Lots 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, Outlots 4-5, Outlots 8-9 and Outlot 24 of Lake Park Villas, being part of the Northwest 1/4 and Northeast 1/4 and part of the Northwest 1/4 of the Northeast 1/4 of Section 17, Township 20 North, Range 18 East, City of Menasha, Calumet County, Wisconsin.

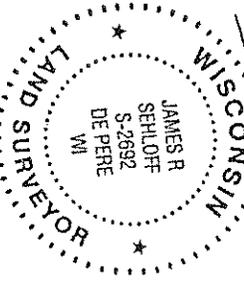


**DaveL Environmental & Engineering, Inc.**  
 Civil Engineers and Land Surveyors  
 1811 Racine Street  
 Menasha, Wisconsin  
 PH: 920.931.1800 FAX: 920.930.9998

7/18/2011 8:21 AM D:\Projects\3276\Draw\3276.dwg 3D\3276CSM1.dwg Printed by: jim

*James R. Sekloff*  
 James R. Sekloff, R.L.S., 2692

7-18-2011  
 Date



Survey for:  
 City of Menasha  
 140 Main Street  
 Menasha, WI 54952

File: 376CSM1.dwg  
 Date: 07/18/2011  
 Drawn By: jim  
 Sheet: 1 of 4

**LEGEND**

- 3/4" x 18" Steel Rebar @ 1.50ft/ft SET
- ▲ 1 1/4" Rebar Found
- 1" Iron Pipe Found
- Masonry (PK) Nail Found
- RR Spike Found
- Government Corner

Bearings are referenced to the N.L. of the NE 1/4 Section 17, T20N, R18E. Assumed to bear S89°45'43"W, based on the Calumet County Coordinate System



EXHIBIT B

City of Menasha  
Proposed Tax Incremental District #12  
DEVELOPMENT AREA

