A quorum of the Administration Committee, Board of Public Works, Park Board, and/or Common Council may attend this meeting; (Although it is not expected than any official action of any of those bodies will be taken).

CITY OF MENASHA
REDEVELOPMENT AUTHORITY
Council Chambers, 3rd Floor, City Hall
140 Main Street, Menasha

June 6, 2012

5:30 PM

AGENDA

A. CALL TO ORDER

B. ROLL CALL/EXCUSED ABSENCES

C. MINUTES TO APPROVE
   1. Minutes of the March 6, 2013 Redevelopment Authority

D. PUBLIC COMMENTS ON ANY MATTER OF CONCERN ON THIS AGENDA
   (five (5) minute time limit for each person)

E. DISCUSSION
   1. Status Reports
      a. Lake Park Square Commercial – Patrick Connor - Newmark Grubb Pfefferle
      b. Lake Park Villas – Amy Rockwell – Coldwell Banker The Real Estate Group
      c. Marketing Update
   2. Development Update for Lake Park Neighborhoods
   3. Potential CDE Certification through US Department of Treasury, CDFI Fund

F. ACTION ITEMS
   1. Election of Officers
      a. Chairperson
      b. Vice-Chairperson
   2. Authorization to Proceed with Survey Work
   3. Lease/Disposition of Garage
   4. Disposition of Silos
   5. Amendment to Listing Agreement – Newmark Grubb Pfefferle

G. ADJOURNMENT

Menasha is committed to its diverse population. Our Non-English speaking population or those with disabilities are invited to contact the Community Development Department at 967-3650 at least 24-hours in advance of the meeting so special accommodations can be made.

CITY OF MENASHA
Redevelopment Authority
Council Chambers, 3rd Floor, City Hall – 140 Main Street
March 6, 2013
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order at 5:38 p.m. by Chairman Kim Vanderhyden.

B. ROLL CALL/EXCUSED ABSENCES

REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Bob Stevens, Kim Vanderhyden, Gail Popp, and Ald. Jim Englebert

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Susan Smith, Linda Kennedy and Kip Golden

OTHERS PRESENT: CDD Keil, Ald. Chris Klein and John Behrens

C. MINTUES TO APPROVE

1. **Minutes of the February 11, 2013 Redevelopment Authority Meeting**
Motion by Ald. Englebert, seconded by Bob Stevens to approve the February 11, 2013 Redevelopment Authority meeting minutes.

The motion carried.

D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA
(five (5) minute time limit for each person)

No one spoke.

E. COMMUNICATION

1. Shoreline Park Presentation – Former Gilbert Paper Site

F. DISCUSSION

1. **None.**

G. ACTION ITEMS

1. **Acceptance of Community at Lake Park Website**
John Behrens reviewed the changes in the website that were made in response to RDA comments and meetings with city staff, Chairman Vanderhyden and the residential brokers. Changes were made to the photo selections, website copy relating to the distinctions between the development areas and related mapping, and text legibility. The brokers sell sheets were also being updated and new content relative to the Lake Park Villas Homeowners Association covenants will be added. There was consensus that the updated version of the website was much improved and that the final changes should be made as expeditiously as possible so that the website can go live. John Behrens is to provide clarification regarding Ark Media's website hosting an updating responsibilities.

2. **Amendment #1 to Standard Agreement for Services Ark Media and Redevelopment Authority of the City of Menasha – 2013 Marketing and Advertising Plan**
Discussion was held on the timing and placement of media buys. Ark media is to inform staff of pending media placements and staff is to forward that information to RDA members. Media

placements will be initiated as soon as possible. The cost of media buys are included in the proposed budgeted amount for the marketing and advertising plan.

Motion by Gail Popp, seconded by Ald. Englebert to approve Amendment #1 to the Standard Agreement for Services between Ark Media and the Redevelopment Authority of the City of Menasha – 2013 Marketing and Advertising Plan. The motion carried

3. **Establishment of Bike/Pedestrian Easement – Lake Park Villas – Lots 8, 9, 10, 11, 13 and 14 (Recommended by Plan Commission)**
CDD Keil stated that the existing easement along STH 114 needed to be relocated further southward to coincide with the existing gravel driveway leading from Lake Park Road to the Waverly Sanitary District lift station located in the southwest corner of the Lake Park Villas Plat. A new easement along the Lake Park Road frontage was also being requested to allow future connections with subdivisions to the north and to the City of Appleton bike/pedestrian trail network.

The consensus was that staff should proceed with preparing the easement descriptions and bring the back to the RDA for its consideration.

H. ADJOURNMENT

Motion by Gail Popp, seconded by Ald. Englebert to adjourn at 6:17 p.m.

The motion carried.

Minutes respectfully submitted by Greg Keil, Community Development Director.

MEMORANDUM

TO: Redevelopment Authority
FROM: Kara Homan, AICP, Principal Planner
DATE: May 30, 2013
RE: Lake Park Marketing Update; Phase III

The Redevelopment Authority engaged Ark Media Group to undertake Phase III of the Marketing Strategy. Phases I (brand development) and Phase II (website development & realtor sell sheets) are complete. Phase III consists of web, radio, and print advertising; on-site signage; and planning of an event at Lake Park Villas.

Attached, please find correspondence from John Behrens, Ark Media Group, regarding the media schedule that was initiated in April and is currently underway. This correspondence also includes his preliminary assessment of how initial add placements are driving activity to the Community of Lake Park website. I've also included copies of the ads that were developed for web, print, and radio, as well as the designs for the on-site signage that is currently in production.

Community Development staff are in the preliminary phases of planning the on-site event, and will coordinate with Ark Media Group to help generate traffic. We have received confirmation from several Lake Park Villas homeowners who are willing to open their homes up to serve as "models" during the event. The event is being planned to coincide with the Valley Home Builders Association Parade of Homes and Condos (mid-August) in an effort to attract potential buyers who are already out looking.

From:	John Behrens
To:	Kara Homan
Subject:	Lake Park Media Schedule
Date:	Tuesday, May 14, 2013 4:11:06 PM
Attachments:	Analytics All Web Site Data My Dashboard 20130401-20130430.pdf

---

Hi Kara,
Here's the actual schedule of media placement, as you requested in our phone meeting last week. Because of the way we rolled things out (website, then advertising driving to the website) I think it's safe to attribute the vast majority of the website visits shown in the analytics report to the advertising—especially given the spikes that coincide with the media schedule.
Regarding the analytics, we also made one change to the report—I've attached the new report, which will be what you receive next time. The only change is with the graphs on the right side: the top graph now shows where the visitors are coming from—directly (typing in the address), organic (web search), or referral (links, such as the online advertising); the bottom graph is the same "first page" graph, just in a bar graph form. We took out the data indicating which browser is being used, as that's not necessary information for your purposes.

Radio

WHBY 1150 - April 8 – April 19
WVBO 103.9 - April 8 – May 3
WTAQ 1360 - April 8 – May 24

Online

fox11online.com - April 14 – May 19
wbay.com - April 28 – June 16
wearegreenbay.biz / wearegreenbay.com - April 14 – August 17
nbc26.com - April 21 – July 6
postcrescent.com - April 21 – May 26
Gold Pages (Post Crescent quarterly insert) - initial print April 24, runs for three months

Also, we were able to resolve the issue with the proper domain showing up in searches, so if you look for the Community of Lake Park now, you should see the communityoflakepark.com web address.
Please let me know if you have any questions on any of this.
Thanks.

—

John Behrens
Lead Creative Producer

ARK MEDIA GROUP
1487 Kenwood Drive
Menasha, WI 54952
(920) 727-4008

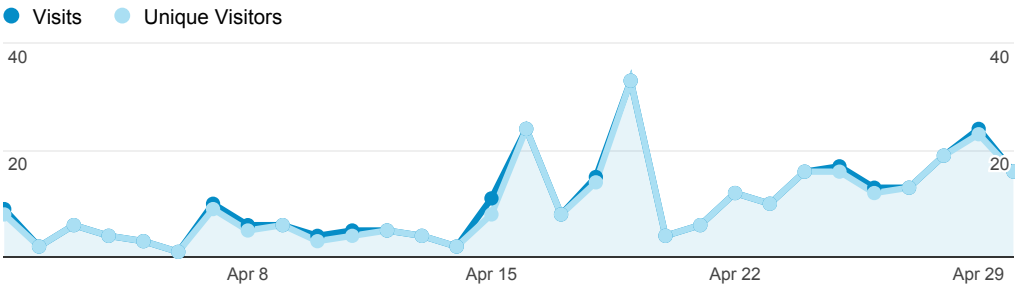
WEBSITE www.arkmediagrp.com
FILE SERVER files.arkmediagrp.com

Community of Lake Park - http://communityoflakepark.com
All Web Site Data [DEFAULT]

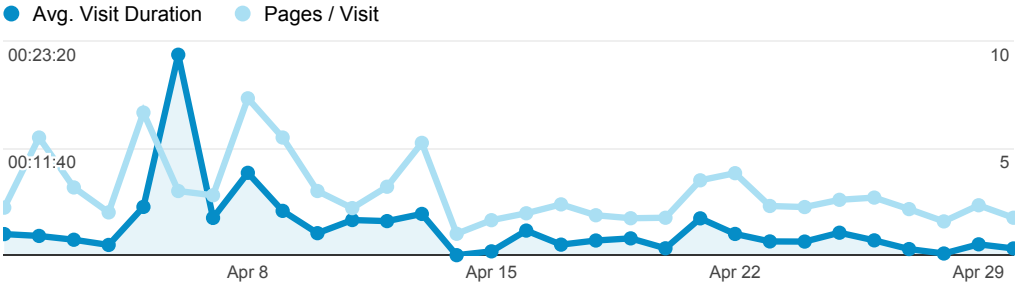
My Dashboard

Apr 1, 2013 - Apr 30, 2013

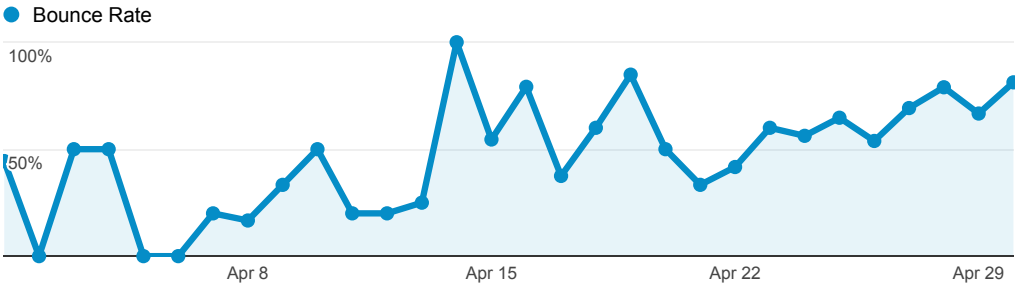
Visits and Unique Visitors



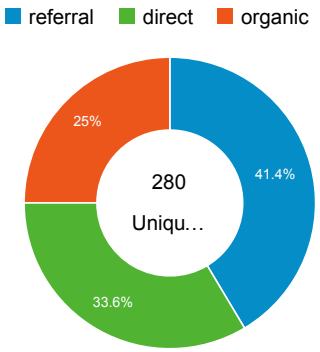
Avg. Visit Duration and Pages / Visit



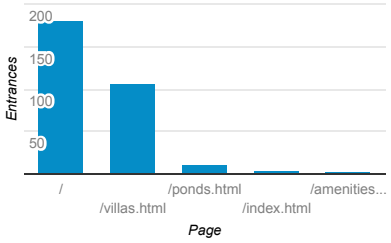
Bounce Rate



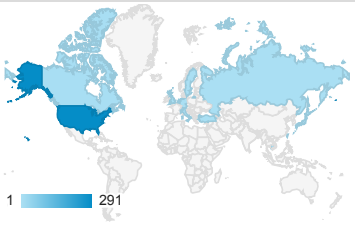
Unique Visitor Origin



Most Common First Pages

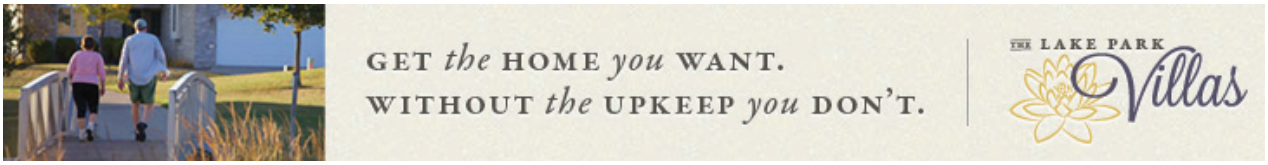


Visits



© 2013 Google

Leaderboard (728 x 90)



Wide Skyscraper (300 x 250)

Medium Rectangle (300 x 250)

1/8 Page (4.937" x 2.343")

Client	Menasha Redevelopment Authority	**Writer**	John Behrens
Project	Lake Park Villas Radio :30	**Director**	
Title		**Medium**	Broadcast Radio
Producer		**Draft**	2

DESCRIPTION	AUDIO
CHARACTERS: CAROL (female, late 50's) RICHARD (male, late 50's) Both CAROL and RICHARD are active, lively types; they're excited to tell their story, jumping in to finish each other's sentences.	CAROL: Looking for a new home, Richard and I wanted less upkeep, but weren't ready to give up our privacy or independence in a multi-unit building. RICHARD: Then we found Lake Park Villas, in Menasha. We bought our own lot, custom-built our own home— CAROL: —but here's the unique part... the association provides lawn care, landscaping, snow removal... even walking trails and common areas. RICHARD: Now we've got the home we want, without the upkeep we don't. CAROL: And we're loving every minute of it. RICHARD: Find freedom at Lake Park Villas. Learn more at communityoflakepark.com (community of lake park dot com). CAROL: That's Lake Park Villas, at communityoflakepark.com (community of lake park dot com).

** Sign is rendered at approximate scale in the environment shown above.*

Original research, conclusions, determinations, designs, and ideas presented in this and future documents are considered intellectual property of Ark Media Group, LLC until approved ownership transfer upon completion and acceptance of work. 2224:130510-1459

** Sign is rendered at approximate scale in the environment shown above.*

Original research, conclusions, determinations, designs, and ideas presented in this and future documents are considered intellectual property of Ark Media Group, LLC until approved ownership transfer upon completion and acceptance of work. 2224:130510-1459

** Sign is rendered at approximate scale in the environment shown above.*

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Community of Lake Park Development Activity (as of 5/30/2013)

Neighborhood	# of Lots/ Units	Building Permits					Properties Sold to 3rd Parties**	Sales Pending*
		2011	*2012*	*2103 (thru May)*	*TOTAL*	*% of lots/units with permits*		
Ponds of Menasha	124	10	11	12	33	27%	12	10
Cottages at Lake Park	16	1	2	4	7	44%	4	4
Lake Park Villas (RDA Owned only)	65	0	0	0	0	0%	0	0

**Note: Sales pending are based on Property Status Inquiries from Title Companies & Lexington Homes/Cypress Homes website.*

Some properties classified as "pending" may have already closed, there is a lag of 2-4 weeks between when a closing takes place and when it is updated in the city's assessment database.

***Note: Sales from Lexington Homes (Ponds) occur when the home is complete; Sales from Cypress Homes (Cottages) occur when the condo unit is purchased and prior to construction*

MEMORANDUM

TO: Redevelopment Authority
FROM: Kara Homan, AICP, Principal Planner KH
DATE: May 30, 2013
RE: New Market Tax Credit CDE Opportunity

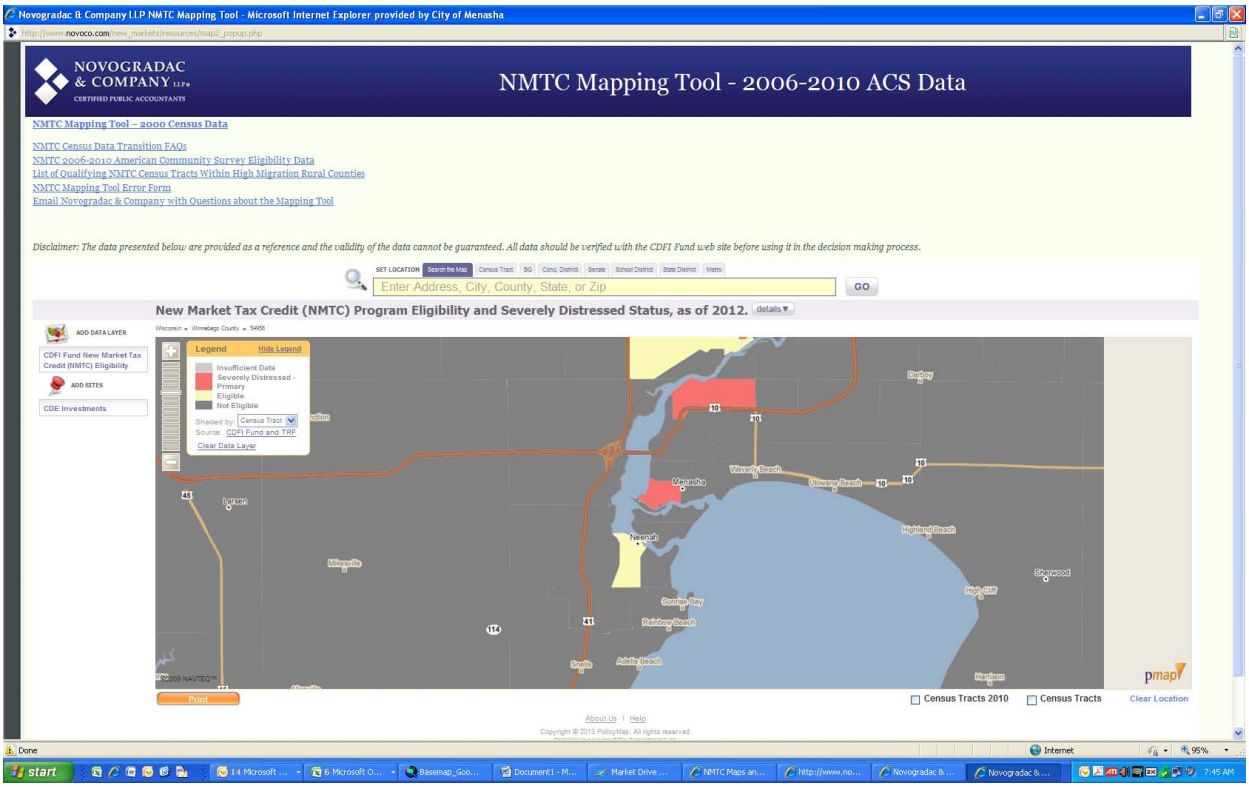
Community Development staff recently became aware that a substantial portion of the city's urban core, including the downtown district, is part of a New Market Tax Credit (NMTC) eligible zone. I've attached a map showing the district, which is bounded by the canal on the south, Racine St on the east, Sixth street on the north, and Little Lake Buttes Des Morts on the west. Attached please find a map illustrating this district, along with information on the NMTC program and CDE designation.

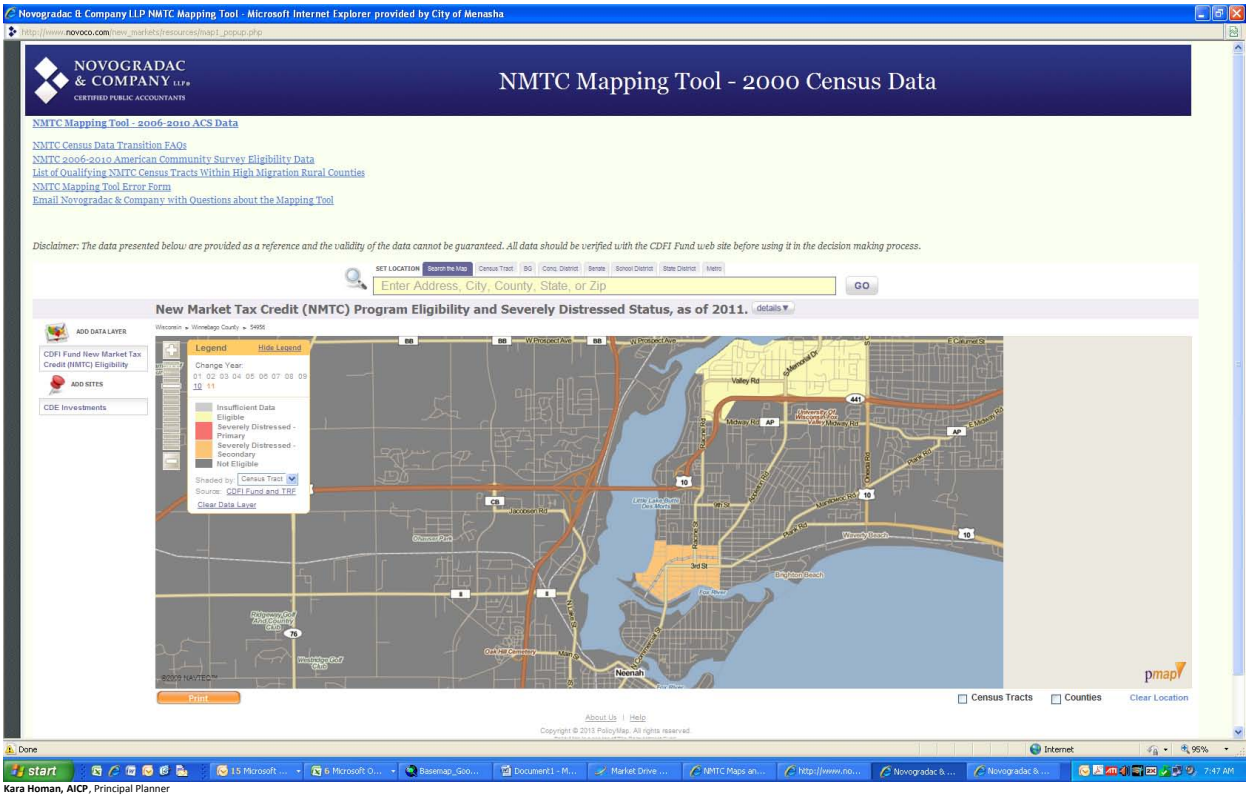
Community development staff has been exploring the potential of having the RDA apply for CDE status through this program. The City of Milwaukee's RDA and affiliated organizations have used this designation successfully to acquire tax credits to finance redevelopment, and has also utilized it to partner with financial institutions that have access the NMTC program. On Broadway, Inc. in Green Bay has also leveraged their CDE designation to help capitalized a substantial redevelopment project.

Staff is currently in preliminary phases of determining how the City of Menasha/RDA may benefit from NMTC, but is anticipating bringing forward a formal application for CDE status to a future RDA meeting.

From: Kara Homan
To: Don Merkes; Greg M. Keil
Subject: New Market tax credit eligibility
Date: Thursday, April 04, 2013 7:48:03 AM
Attachments: image001.png
image002.png

Downtown/3rd street corridor is "severely distress" per new market tax credits, whether using 2000 census data or more recent ACS data. Below are the maps. I will connect with WHEDA to get more information about how to access the tax credits. Hopefully we can tap this program for several projects downtown.





Kara Homan, AICP, Principal Planner
Community Development Department
City of Menasha | 140 Main St | Menasha, WI 54952
☎ 920.967.3652 | 🖷 920.967.5272
✉ khoman@ci.menasha.wi.us | 🌎 www.cityofmenasha-wi.gov
http://www.linkedin.com/in/karahoman

COMMUNITY DEVELOPMENT FINANCIAL INSTITUTIONS FUND

UNITED STATES DEPARTMENT OF THE TREASURY

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Accessing the Mapping System

New Markets Tax Credit Program

Announcements

- Treasury Announces $3.5 Billion in New Markets Tax Credit Awards
- New Markets Tax Credit Program Update
- IRS Issues Final Regulations on New Markets Tax Credit

Overview

The New Markets Tax Credit Program (NMTC Program) was established by Congress in 2000 to spur new or increased investments into operating businesses and real estate projects located in low-income communities. The NMTC Program attracts investment capital to low-income communities by permitting individual and corporate investors to receive a tax credit against their Federal income tax return in exchange for making equity investments in specialized financial institutions called Community Development Entities (CDEs). The credit totals 39 percent of the original investment amount and is claimed over a period of seven years (five percent for each of the first three years, and six percent for each of the remaining four years). The investment in the CDE cannot be redeemed before the end of the seven-year period.

Since the NMTC Program's inception, the CDFI Fund has made 749 awards allocating a total of $36.5 billion in tax credit authority to CDEs through a competitive application process. This $36.5 billion includes $3 billion in Recovery Act Awards and $1 billion of special allocation authority to be used for the recovery and redevelopment of the Gulf Opportunity Zone.

For more information, please see the 2012 NMTC Program Fact Sheet (English/ Spanish).

If you have a question, please contact the NMTC Help Desk at (202) 653-0421, option 3 or cdfihelp@cdfi.treas.gov.

Eligibility

An organization wishing to receive awards under the NMTC Program must be certified as a CDE by the Fund.

To qualify as a CDE, an organization must:

- be a domestic corporation or partnership at the time of the certification application;
- demonstrate a primary a mission of serving, or providing investment

demonstrate a primary mission of serving, or providing investment capital for, low-income communities or low-income persons; and
- maintain accountability to residents of low-income communities through representation on a governing board of or advisory board to the entity.

For more detailed information on the CDE certification process and CDE certification Application materials, please visit the CDE Certification page.

Timeline

The timeline of the upcoming 2013 Round of the NMTC Program is to be determined. The application materials for the closed 2012 Round can be viewed below in the "Application Materials" section.

Application Materials

- 2012 NOAA
- 2012 NMTC Program - Application
- 2012 NMTC Online Application Instructions
- 2012 NMTC Program - Application Q&A (Updated: 08/15/2012)
- 2012 NMTC Program - Application Webinar
- 2012 NMTC Program - Application Webinar Materials

Low-Income Communities and Targeted Populations

- NMTC Q&A: Low-Income Communities and Targeted Populations
  - Statewide Median Family Income: 2006-2010 American Community Survey 5-Year Estimates
- IRS - Final Regulations for Targeted Populations
- IRS Help Desk For General NMTC Questions

Census Low-Income Community Eligibility Data

- **American Community Survey 2006-2010**
- Updated NMTC Eligibility Data (2006-2010 American Community Survey) (Updated: October 17, 2012)

- **2000 Census (for 2011 and prior Allocatees; eligibility through June 30, 2013)**
- CDFI Fund Mapping System (CIMS)
- Information on Qualifying Census Tracts in Non-Metropolitan Counties (.pdf)
- List of Qualifying Census Tracts in Non-Metropolitan Counties (.xls)
- List of Qualifying NMTC Census Tracts Within High Migration Rural Counties
- List of Qualifying Counties and Eligible Low-Income Communities in the Go Zone
- Map of Gulf Opportunity Zones
- Katrina Severely Damaged Census Tracts

Find CDEs with an NMTC Allocation

- QEI Issuance Report (May 2013)
- NMTC Program Allocatees States Served
- Searchable Award Database

- Searchable Award Database

NMTC Compliance Resources

- Certification of Material Events Form
- Frequently Asked Questions on Material Events
- NMTC Compliance & Monitoring Frequently Asked Questions (September 2011)
- New Markets Tax Credit Allocation Agreement Template (2012)
- FAQ for Section 6.12 of CY 2012 Allocation Agreement (Disclosure Statement Guidance)

IRS Materials and Program Regulations

- IRS Help Desk For General NMTC Questions
- IRS TD-9600: Final Regulations for Non-Real Estate Investments
- IRS TD-9600: Frequently Asked Questions
- IRS - Final Regulations for Targeted Populations
- IRS - Changes to the New Markets Tax Credit to Facilitate Investment in Small Businesses
- IRS New Markets Tax Credit Audit Technique Guide
- IRS -Rev. Rul. 2010-17: Section 45D- New Markets Tax Credit
- IRS- Rev. Rul. 2010-16: Section 469-Passive Activity Losses and Credits Limited
- IRS - Proposed Amendments to NMTC Program Regulations (Aug 2008)
- IRS - NMTC Program Income Tax Regulations
- IRS - Guidance Regarding use of Borrowed Funds to Make Qualified Equity Investments in CDEs
- IRS - Form 8874 (2003)
- New Markets Tax Credit Statute

Supplemental Resources

- How to Request a Legal Review
- CDE Certification
- Compliance, Monitoring, and Evaluation
- Research Reports and Impact Data

Past Awards

- 2012 NMTC Program Award Booklet
- 2012 NMTC Program Award List
- 2012 NMTC Program Highlights
- NMTC Program Allocatee States Served
- Searchable Award Database
- The NMTC Program Application Evaluation Process

Program Materials Archive

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Certain areas of our site may require the use of browser plug-ins. The following are links to some of those resources. These links do not constitute an endorsement or recommendation.

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Last updated/reviewed: 5/29/2013

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COMMUNITY DEVELOPMENT FINANCIAL INSTITUTIONS FUND

UNITED STATES DEPARTMENT OF THE TREASURY

CDE Certification

Announcements

- CDFI Fund Seeks Public Comment on CDE Certification Application
- Important - Our Contact Information Has Changed!

Overview

A CDE is a domestic corporation or partnership that is an intermediary vehicle for the provision of loans, investments, or financial counseling in Low-Income Communities (LICs). Benefits of being certified as a CDE include being able to apply to the CDFI Fund to receive a New Markets Tax Credit (NMTC) allocation to offer its investors in exchange for equity investments in the CDE and/or its subsidiaries; or to receive loans or investments from other CDEs that have received NMTC allocations.

Eligibility

To become certified as a CDE, an organization must submit a CDE Certification Application to the Fund for review. The application must demonstrate that the applicant meets each of the following requirements to become certified:

- Be a legal entity at the time of application;
- Have a primary mission of serving LICs; and
- Maintain accountability to the residents of is targeted LICs.

For more detailed information, please refer to the documents in the Application section below.

CDE Certification Application Deadlines

CDE Certification Applications may be submitted at any time, except in the following circumstances:

- *Applying for NMTC Allocation: postmarked on or before August 3, 2012
- Service Area Amendment Requests: August 3, 2012
- CDE Certification of Subsidiaries for meeting QEI issuance: October 31, 2012

NOTE: An organization that is currently certified as a CDFI by the CDFI Fund or designated as a Specialized Small Business Investment Company by the Small Business Administration automatically qualifies as a CDE and may register to become a CDE via the online registration link located in the myCDFIFund Account.

CDE Certification Conference Calls

CDFI UPDATES
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Password:
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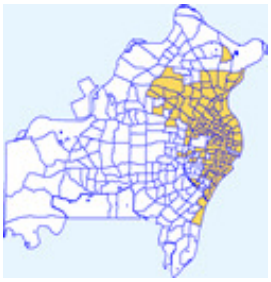

Accessing the Mapping System

The CDE Certification team will conduct a series of conference calls to provide further guidance on the CDE Certification Application. The dial-in number and pass codes are the same for all calls. The dial-in number is (202) 927-2255 and the pass code is 962624. No prior registration is necessary. The first group of these conference calls are set for the dates and times below. Additional conference calls are expected to be scheduled for later in August and September. Please note that the call is not toll free.

Date	Time
Wednesday, July 25, 2012	3 p.m. EDT
Monday, July 30, 2012	3 p.m. EDT
Wednesday, August 1, 2012	3 p.m. EDT

Contact Us

Michelle Dickens	Management Analyst	(202) 653-0335
Charlene Pierce	Management and Program Analyst	(202) 653-0343

Application Materials

- CDE Certification - Application
- CDE Certification - Certification Guidance
- CDE Certification - Frequently Asked Questions

Supplemental Application Charts and Tables

- CDE Certification - Subsidiary CDE List
- CDE Certification - Subsidiary CDE Basic Information
- CDE Certification - Subsidiary CDE Legal Entity
- CDE Certification - Subsidiary CDE Primary Mission
- CDE Certification - Subsidiary CDE Board Table
- CDE Certification - Subsidiary CDE Accountability & Service Area
- CDE Certification - Low-Income Representative Form

Supplemental Resources

- CDE Certification - Glossary of Terms

Certified CDEs

- Certified CDEs by Organization Name
- Certified CDEs by State

Program Materials Archive

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Last updated/reviewed: 2/4/2013

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Memorandum

TO: Redevelopment Authority

FROM: Greg Keil, CDD

DATE: May 28, 2013

RE: Lake Park Villas/Ponds of Menasha Lot Reconfigurations

I am proposing to undertake the reconfiguration of several parcels within these developments to remedy certain discrepancies with parcel boundaries, account for the relocation of road right of way, and address the disposition of the Outlot 2 pond in The Ponds of Menasha plat. I have obtained proposals from two survey/engineering firms in response to my request for quotes (see attached). The price quotes are summarized below:

	Martenson & Eisele, Inc.	Davel Engineering & Environmental
Document A	$ 975	$1,050*
Document B	$ 975	$1,050*
Document C	n.a.	$1,575
Document D & E	$2,150	$1,400*
	$4,100	$5,075
		$ (525)*
		$4,550 net

It is my recommendation that we engage Davel Engineering & Environmental to perform the work.

*A 15% discount is to be applied if Davel Engineering and Environmental is to prepare all three CSM's.

Greg M. Keil

From: Greg M. Keil
Sent: Thursday, May 09, 2013 3:06 PM
To: garyz@martenson-eisele.com
Cc: Kara Homan
Subject: FW: Request for Quote
Attachments: DOC050913-05092013114229.pdf; DEST082.pdf

Hi Gary: I've attached several drawings related to some clean up of several parcels in Lake Park Villas. They include the following:

Document A: Update owner information and prepare CSM for review and recording. I'm not sure why 7 feet +/- was added from Outlot 13 to the lots, but if that is to be done, the Lake Park Villas Phase 2 Homeowners Association, Inc. would need to be added as an owner.

Document B: Update owner information and prepare CSM for review and recording.

Document C: Recreate lots 105-108 and 110-114 of the Ponds of Menasha plat via an appropriate instrument such that the lot lines extend more or less to the centerline of the Outlot 2 pond. Create an access easement along the easterly line of Lot 105 and through Outlot 3 of the LPV plat.

Documents D & E: Realign Georgetown Place and Fountain Way to reflect elimination of the roundabout. Reconfigure Lots 53 & 54 of the LPV plat, the portion of Georgetown Place to be vacated, Outlot 4 and Lots 16 & 17 of the Replat of LPV. Widen the ROW between Outlot 3 and Lot 16 of the Replat of LPV to match the Fox Tail Lane ROW in the Ponds of Menasha Plat. Create a legal description of the ROW to be vacated.

Please quote these projects individually. Do not include any review fees in your quote.

Thanks for your assistance.

Greg
-----Original Message-----
From: Toshiba Color Copier [mailto:tosh@ci.menasha.wi.us]
Sent: Thursday, May 09, 2013 12:43 PM
To: Greg M. Keil
Subject: Document from City of Menasha 05/09/2013 11:42

Scanned from NP-T5520C.
Date: 05/09/2013 11:42
Pages:8
Resolution:200x200 DPI

Greg M. Keil

From: Michael J Kaczmarzyk [mikek@martenson-eisele.com]
Sent: Friday, May 24, 2013 11:21 AM
To: Greg M. Keil
Cc: Gary A Zahringer
Subject: Lake Park Villas price quote
Attachments: SKMBT_C554e13052410490.pdf

Greg:

I have attached our price quote for Documents A, B, D and E. Since Davel Engineering already has the CAD file for Document C we feel it would be in the best interest of the City to work with Davel Engineering on Document C which we believe would involve replatting per State Statutes. If you have any questions please feel free to give Gary or myself a call. Thank you for giving us the opportunity.

Regards,

Mike

Michael J. Kaczmarzyk
Registered Land Surveyor
Martenson & Eisele, Inc.
1377 Midway Road
PO Box 449
Menasha, WI 54952-0449
(920) 731-0381
www.martenson-eisele.com

The information contained in this email is for the person or entity to which it is addressed and may be privileged or confidential. If you receive this transmission in error, please notify the sender immediately and delete the message and any attachments. Thank you for your cooperation.

Martenson & Eisele, Inc.

professionals dedicated to serving people committed to improving their communities

Planning
Environmental
Surveying
Engineering
Architecture

AGREEMENT FOR PROFESSIONAL SERVICES

Date: May 23, 2013

Project Number: P-2013-103

Client Information
Greg Keil, Director of Community Development
City of Menasha
140 Main Street
Menasha, WI 54952

Project Description: Lake Park Villas, Document A

Scope of Services: Please see Attachment "A" – Document "A"

Special Terms: None

Compensation: $975 estimated

Contract Type: Estimated

Completion Schedule: To be determined

Acceptance - Additional Terms: The Martenson & Eisele, Inc. 2013 General Terms and Conditions, as amended from time to time, is incorporated herein by reference, and this Agreement for Professional Services is subject to the terms and conditions thereof. By signing below, Client/Owner accepts this Agreement for Professional Services (including any attachments, addendums, and incorporated documents) and authorizes Martenson & Eisele, Inc. to proceed with the Services contemplated thereby. This Agreement for Professional Services constitutes an offer to Client/Owner, which will expire sixty (60) days after the date hereof, unless accepted by Client/Owner or revoked by Martenson & Eisele, Inc. in writing before such expiration.

City of Menasha	**Martenson & Eisele, Inc.**
By: _____ (Authorized Signature)	By: Gary Zahringer Gary Zahringer
Title: _____	Title: Senior Vice President
Date: _____	Date: 05-23-13

Please retain one copy for your records and fax or email the original to 920-733-8578 or garyz@martenson-eisele.com

For your convenience, we are now accepting Visa, Master Card, and Discover

Card Number _____ Expiration Date _____ 3 Digit Code (on back) _____

Martenson & Eisele, Inc. - Attachment A, Document A

City of Menasha, Lake Park Villas
Certified Survey Map Service Agreement

Phase: SR2 Survey Field Work & Mapping
Labor Code: SR02 Certified Survey Map.....$500
Prepare a Certified Survey Map in accordance with chapter 236.34 of the Wisconsin Statutes.

- Research existing public survey records of the property.
- Field survey and monument the exterior boundaries and all lots within the CSM.
- Field survey and locate existing buildings, fences, recorded easements and visible encroachments.

Phase: SR4 Design Development
Labor Code: SR02 Certified Survey Map.....$400

- Computation of lots, prepare legal description and certificates.
- CAD map field data obtained and associated labeling.
- Produce & provide owner with hard copies of the survey map.

Phase: SR6 Submittals/Permit Applications
Labor Code: SR02 Certified Survey Map.....$75

- Prepare applications and associated required documents for submittal.
- Produce & provide owner with hard copies of the survey map in recordable form.

Not Included in Proposal

- Certified Survey Map review fees

Items Needed to Complete Work

- Signed Agreement

Compensation for Professional Services $975

Available Services: Complete planning, environmental, surveying, engineering, and architectural services are available.

Martenson & Eisele, Inc.
professionals dedicated to serving people committed to improving their communities

Planning
Environmental
Surveying
Engineering
Architecture

AGREEMENT FOR PROFESSIONAL SERVICES

Date: May 24, 2013

Project Number: P-2013-103

Client Information
Greg Keil, Director of Community Development
City of Menasha
140 Main Street
Menasha, WI 54952

Project Description: Lake Park Villas, Document B

Scope of Services: Please see Attachment "A" – Document "B"

Special Terms: None

Compensation: $975 estimated

Contract Type: Estimated

Completion Schedule: To be determined

Acceptance - Additional Terms: The Martenson & Eisele, Inc. 2013 General Terms and Conditions, as amended from time to time, is incorporated herein by reference, and this Agreement for Professional Services is subject to the terms and conditions thereof. By signing below, Client/Owner accepts this Agreement for Professional Services (including any attachments, addendums, and incorporated documents) and authorizes Martenson & Eisele, Inc. to proceed with the Services contemplated thereby. This Agreement for Professional Services constitutes an offer to Client/Owner, which will expire sixty (60) days after the date hereof, unless accepted by Client/Owner or revoked by Martenson & Eisele, Inc. in writing before such expiration.

City of Menasha	**Martenson & Eisele, Inc.**
By: _____ (Authorized Signature)	By: Gary Zahringer Gary Zahringer
Title: _____	Title: Senior Vice President
Date: _____	Date: 05-24-13

Please retain one copy for your records and fax or email the original to 920-733-8578 or garyz@martenson-eisele.com

For your convenience, we are now accepting Visa, Master Card, and Discover

Card Number _____ Expiration Date _____ 3 Digit Code (on back) _____

Martenson & Eisele, Inc. - Attachment A, Document B

City of Menasha, Lake Park Villas
Certified Survey Map Service Agreement

Phase: SR2 Survey Field Work & Mapping
Labor Code: SR02 Certified Survey Map.....$500
Prepare a Certified Survey Map in accordance with chapter 236.34 of the Wisconsin Statutes.

- Research existing public survey records of the property.
- Field survey and monument the exterior boundaries and all lots within the CSM.
- Field survey and locate existing buildings, fences, recorded easements and visible encroachments.

Phase: SR4 Design Development
Labor Code: SR02 Certified Survey Map.....$400

- Computation of lots, prepare legal description and certificates.
- CAD map field data obtained and associated labeling.
- Produce & provide owner with hard copies of the survey map.

Phase: SR6 Submittals/Permit Applications
Labor Code: SR02 Certified Survey Map.....$75

- Prepare applications and associated required documents for submittal.
- Produce & provide owner with hard copies of the survey map in recordable form.

Not Included in Proposal

- Certified Survey Map review fees

Items Needed to Complete Work

- Signed Agreement

Compensation for Professional Services $975

Available Services: Complete planning, environmental, surveying, engineering, and architectural services are available.

Martenson & Eisele, Inc.

professionals dedicated to serving people committed to improving their communities

Planning
Environmental
Surveying
Engineering
Architecture

AGREEMENT FOR PROFESSIONAL SERVICES

Date: May 24, 2013

Project Number: P-2013-103

Client Information
Greg Keil, Director of Community Development
City of Menasha
140 Main Street
Menasha, WI 54952

Project Description: Lake Park Villas, Document D & E

Scope of Services: Please see Attachment "A" – Document "D" & "E"

Special Terms: None

Compensation: $2,150 estimated

Contract Type: Estimated

Completion Schedule: To be determined

Acceptance - Additional Terms: The Martenson & Eisele, Inc. 2013 General Terms and Conditions, as amended from time to time, is incorporated herein by reference, and this Agreement for Professional Services is subject to the terms and conditions thereof. By signing below, Client/Owner accepts this Agreement for Professional Services (including any attachments, addendums, and incorporated documents) and authorizes Martenson & Eisele, Inc. to proceed with the Services contemplated thereby. This Agreement for Professional Services constitutes an offer to Client/Owner, which will expire sixty (60) days after the date hereof, unless accepted by Client/Owner or revoked by Martenson & Eisele, Inc. in writing before such expiration.

City of Menasha	**Martenson & Eisele, Inc.**
By: _____ (Authorized Signature)	By: Gary Zahringer Gary Zahringer
Title: _____	Title: Senior Vice President
Date: _____	Date: 05-24-13

Please retain one copy for your records and fax or email the original to 920-733-8578 or garyz@martenson-eisele.com

For your convenience, we are now accepting Visa, Master Card, and Discover

Card Number _____ Expiration Date _____ 3 Digit Code (on back) _____

Martenson & Eisele, Inc. - Attachment A, Document D & E

City of Menasha, Lake Park Villas
Certified Survey Map Service Agreement

Phase: SR2 Survey Field Work & Mapping
Labor Code: SR02 Certified Survey Map..... $975
Prepare a Certified Survey Map in accordance with chapter 236.34 of the Wisconsin Statutes.

- Research existing public survey records of the property.
- Field survey and monument the exterior boundaries and all lots within the CSM.
- Field survey and locate existing buildings, fences, recorded easements and visible encroachments.

Phase: SR4 Design Development
Labor Code: SR02 Certified Survey Map..... $1,100

- Computation of lots, prepare legal description and certificates.
- CAD map field data obtained and associated labeling.
- Produce & provide owner with hard copies of the survey map.

Phase: SR6 Submittals/Permit Applications
Labor Code: SR02 Certified Survey Map..... $75

- Prepare applications and associated required documents for submittal.
- Produce & provide owner with hard copies of the survey map in recordable form.

Not Included in Proposal

- Certified Survey Map review fees

Items Needed to Complete Work

- Signed Agreement

Compensation for Professional Services ..... $2,150 estimated

Available Services: Complete planning, environmental, surveying, engineering, and architectural services are available.

This Martenson & Eisele, Inc. 2013 General Terms & Conditions, as amended from time to time, is incorporated into the Agreement for Professional Services between Client/Owner and Martenson & Eisele, Inc. This 2013 General Terms and Conditions and the Agreement for Professional Services between Client/Owner and Martenson & Eisele, Inc. are referred to collectively hereinafter as "this Agreement."

Payment - Invoicing - Suspension of Services

1. Martenson & Eisele, Inc. (M&E) shall send invoices to the Client/Owner as frequently as monthly. Client/Owner agrees to pay a service charge at the rate of 1.0% per month on any amount(s) not paid within 30-days after mailing of any invoice. In the event that Client/Owner fails to perform any obligations under this Agreement, M&E may, in its sole discretion, after giving 48-hours notice to Client/Owner, suspend service under this Agreement until the Client/Owner has paid in full all amounts owed to M&E and/or until Client/Owner has remedied any other failed performance under this Agreement to the reasonable satisfaction of M&E. In the event that Client/Owner fails to perform any of its obligations to M&E under this Agreement, Client/Owner shall be liable to M&E for any and all damages, costs, and expenses resulting therefrom, including but not limited to charges on past due invoices, services charges, court costs, investigation fees, mediation fees, and attorney fees.

No delay or omission by M&E to exercise any right or power occurring upon any non-compliance or failed performance by Client/Owner under this Agreement shall impair any such right or power or be construed to be a waiver thereof; in addition, any waiver by M&E shall not be construed as a waiver of M&E's right or power in the event of any succeeding non-compliance or failed performance by Client/Owner of this Agreement.

Notice Regarding Lien Rights

2. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, M&E HEREBY NOTIFIES CLIENT/OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON CLIENT/OWNER'S LAND MAY HAVE LIEN RIGHTS ON CLIENT/OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO M&E, ARE THOSE WHO CONTRACT DIRECTLY WITH CLIENT/OWNER OR THOSE WHO GIVE THE CLIENT/OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT/OWNER MAY RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND CLIENT/OWNER SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. M&E AGREES TO COOPERATE WITH CLIENT/OWNER AND CLIENT/OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

M&E WILL PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS ACCORDING TO THIS AGREEMENT. CLIENT/OWNER AGREES TO GIVE ITS MORTGAGE LENDER AN EXTRA COPY OF THIS AGREEMENT WITHIN 10 DAYS AFTER EXECUTION, SO ITS LENDER WILL KNOW THAT M&E IS INCLUDED IN THE JOB.

Project Scope and Change of Scope

3. The stated fees and Scope of Services constitute M&E's best estimate of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, unknown and/or unanticipated events and circumstances may require changes to this Agreement, including but not limited to the Scope of Services and M&E's fees. In such an event, both parties agree to promptly inform the other in writing of any such occurrences, and the parties agree to make any changes to this Agreement which may be necessary to effectuate the intent and purpose of this Agreement.

Additional Costs and Services

4. M&E's fee, expenses, and schedule commitments under this Agreement shall be subject to modification in the event of unknown or unanticipated cost increases and for delays caused by the Client/Owner's failure to provide funds, facilities, permits, applications, documents, equipment, information, or any items required under this Agreement, or for delays caused by unpredictable or unanticipated occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency.

Reimbursable Expenses

5. Client/Owner shall reimburse M&E for all expenses incurred by M&E regarding the project, whether anticipated or unanticipated, foreseen or unforeseen, expected or unexpected, including but not limited to costs of equipment rental, consultants, and subcontractors. Client/Owner shall reimburse M&E for such expenses at the rate of cost plus 10%. If subsequent to execution of this Agreement, M&E discovers that specialized equipment must be purchased to perform its obligations under this Agreement, the cost of such equipment will be added to M&E's fee for professional services only after the Client/Owner has been notified and agrees to such cost.

If a Client/Owner needs M&E to supply application and/or permit fees, there is a $25 charge or ten (10) percent of the amount of the check(s), whichever is greater.

Insurance - Indemnification - Professional Services

6. M&E will maintain statutory Worker's Compensation and Employer Liability Insurance. In Addition, M&E will maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of at least $500,000/$500,000 and property damage limits of $100,000. A certificate of insurance will be provided, upon request. If the Client/Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client/Owner.

Notwithstanding whatever may be stated elsewhere in this Agreement, in any event, M&E's aggregate liability to Client/Owner and any other third party(s) for any indemnity commitments, reimbursement of legal fees, and/or for any and all damages arising from or in any way

related to the performance (or failed performance) of M&E under this Agreement is limited to $1,000,000.00. Client/Owner waives and shall defend, indemnify, and hold M&E harmless from and against any and all claims in which such aggregate liability exceeds or could exceed $1,000,000.00

Client/Owner has had the opportunity to consult with professional counsel prior to signing this Agreement and will procure such legal, accounting and insurance counseling services as necessary during the course of performance of this Agreement at its own expense. As a precondition to litigation, all unresolved claims, disputes and other matters in question between the Client/Owner and M&E shall first be submitted to mediation.

Termination

7. Termination of this Agreement by the Client/Owner or M&E shall be effective upon 7-days written notice to the other party. In the event that Client/Owner provides such notice to M&E, the notice shall include the reasons and details for termination with payment of all costs and expenses as itemized in paragraph 1 incurred by M&E through and including the date of termination.

Ownership of Documents

8. All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, calculations, and estimates, prepared by M&E as instruments of service pursuant to this Agreement (the "Instruments"), shall be the sole property of M&E unless Client/Owner agrees to waive any and all claims against M&E and to defend, indemnify, and hold M&E harmless from and against any and all claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use, reuse, or alteration of the M&E's designs, drawings, and specifications. Documents produced by M&E shall not be used at any location or for any project not expressly provided for in this Agreement without the written permission of M&E. Client/Owner agrees that all documents of any nature furnished to Client/Owner or Client/Owner's agents or designees, if not paid for, will be returned upon demand and will not be used by Client/Owner for any purpose whatsoever.

It is expressly understood that Client/Owner may use the content of the Instruments solely for the purposes intended by this Agreement and only after it has paid for the same in full; furthermore, Client/Owner acknowledges that the Instruments incorporate certain formats, designs, methods, preparations, practices, and trade secrets of M&E, all of which M&E considers to be proprietary, and M&E shall retain all ownership rights of the Instruments with respect thereto except as specifically provided for in this Agreement; M&E's remedies for any unauthorized use thereof shall include but not be limited to damages for breach of this Agreement and applicable trade secret laws.

After project completion and receipt of all payments due, if Client/Owner or Client/Owner's agents or designees desire copies of said documents, Client/Owner agrees to pay M&E for all charges related thereto on a time and materials basis. Charges for materials, labor, and other costs will be based upon M&E's Reimbursable Expenses Schedule and/or M&E's general business practices, as such may be amended from time to time.

Modification - Purchase Orders

9. This Agreement, upon execution by both parties hereto, may be amended only by written instrument signed by both parties. In the event that Client/Owner issues a purchase order or other instrument related to M&E's services, it is understood and agreed that such document is for Client/Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Client/Owner does issue a purchase order, or other similar instrument, it is understood and agreed that M&E shall make an effort to indicate the purchase order number on the invoices sent to the Client/Owner.

Professional Standards and Practices

10. M&E will provide all services in accordance with generally accepted professional planning, environmental, surveying, engineering, and architectural practices. M&E will not provide or offer to provide services in excess of, inconsistent with, or contrary to such practices, and M&E makes no warranty, representation, contract, agreement, or guarantee of any kind, expressed or implied, except as specifically recited herein. Similarly, M&E will not accept those terms and conditions offered by the Client/Owner in any purchase order, requisition, notice of authorization to proceed, or any other document except as set forth herein or expressly agreed upon in writing. Written acknowledgment of receipt of any such document(s), or the performance of services subsequent to the receipt thereof, shall not constitute a modification of this Agreement or M&E's agreement with any terms or conditions contrary to those set forth herein.

11. M&E intends to serve as the Client/Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Client/Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by M&E for the Client/Owner are rendered on the basis of experience and qualifications and represent M&E's professional judgment.

12. M&E shall accept no responsibility whatsoever for and shall have no authority to direct or supervise the means, methods, techniques, sequence, practices or procedures of any Contractors or Subcontractors, or the safety, precautions, and programs incident to the work of any such Contractors or Subcontractors.

13. The Client/Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Client/Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Client/Owner. M&E shall have no responsibility for such issues or any resulting damages.

14. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers, or to render any of said parties liable for the debts or obligations of any other.

Greg M. Keil

From: Greg M. Keil
Sent: Thursday, May 09, 2013 3:02 PM
To: 'John Davel'
Cc: Kara Homan
Subject: Request for Quote
Attachments: DOC050913-05092013114229.pdf; DEST082.pdf

Hi John: I've attached several drawings related to the projects we discussed yesterday: They include the following:

Document A: Update owner information and prepare CSM for review and recording. I'm not sure why they chose to add 7 feet +/- from Outlot 13 to the lots, but if that is to be done, the Lake Park Villas Phase 2 Homeowners Association, Inc. would need to be added as an owner.

Document B: Update owner information and prepare CSM for review and recording.

Document C: Recreate lots 105-108 and 110-114 via an appropriate instrument such that the lot lines extend more or less to the centerline of the Outlot 2 pond. Create an access easement along the easterly line of Lot 105 and through Outlot 3 of the LPV plat.

Documents D & E: Realign Georgetown Place and Fountain Way to reflect elimination of the roundabout. Reconfigure Lots 53 & 54 of the LPV plat, the portion of Georgetown Place to be vacated, Outlot 4 and Lots 16 & 17 of the Replat of LPV. Widen the ROW between Outlot 3 and Lot 16 of the Replat of LPV to match the Fox Tail Lane ROW in the Ponds of Menasha Plat. Create a legal description of the ROW to be vacated.

Please quote these projects individually. Do not include any review fees in your quote.

Thanks for your assistance.

Greg
-----Original Message-----
From: Toshiba Color Copier [mailto:tosh@ci.menasha.wi.us]
Sent: Thursday, May 09, 2013 12:43 PM
To: Greg M. Keil
Subject: Document from City of Menasha 05/09/2013 11:42

Scanned from NP-T5520C.
Date: 05/09/2013 11:42
Pages:8
Resolution:200x200 DPI

Greg M. Keil

From: Jim Sehloff [Jim@davel.pro]
Sent: Wednesday, May 22, 2013 12:52 PM
To: Greg M. Keil
Cc: John Davel
Subject: Quote For Lake Park Villas CSMs and Ponds of Menasha Replat
Attachments: CI-Keil-2013-05-22(Pond Replat Proposal).pdf; CI-Keil-2013-05-22(Lots 29-43, OL13 CSM Proposal).pdf; CI-Keil-2013-05-22(Lot 83, OL 2 CSM Proposal).pdf; CI-Keil-2013-05-22(Fountian Way CSM Proposal).pdf; General Conditions (DEE).pdf

Mr Keil:

Davel Engineering & Environmental, Inc. appreciates the opportunity to provide the City of Menasha with the attached detailed proposals prepared for professional services to be provided for the 3 Certified Survey Maps for Lake Park Villas and the Replat of The Ponds of Menasha in the City of Menasha.

If all 3 Certified Survey Maps are authorized at the same time there will be a 15% discount applied to those 3 projects.

Upon acceptance of the attached proposal, please sign as indicated and return a signed copy to our office.

Upon review, if you have any questions regarding the proposal or the proposed services, please contact me at (920) 560-6562.

Thank you for considering Davel Engineering & Environmental, Inc. We look forward to working with you on this project!

DAVEL Engineering & Environmental
James Sehloff
Registered Land Surveyor
1811 Racine Road
Menasha, Wi 54952
Direct: 920.560.6562
www.davel.pro

E-MAIL NOTICE: The information contained in this electronic mail message [and all attachments thereto] is intended for the personal and confidential use of the designated recipient(s). This message is privileged and confidential. If the reader of this message is NOT the intended recipient or an agent authorized to receive personal and confidential messages directed to the intended recipient(s), you are hereby notified that you have received this message in error, and that any review, dissemination, distribution, copying or any other use of this message is strictly prohibited. If you have received this communication in error, please notify the sender by e-mail reply or by collect telephone call to (920)991-1866.

Please consider the environment before printing this message.

May 22, 2013

PROPOSAL

To: City of Menasha
C/O Greg Keil
140 Main Street
Menasha, WI 54952
Telephone: (920) 967-5103
Fax: (920) 967-5272
Email: gkeil@ci.menasha.wi.us

From: James R. Sehloff, RLS
Davel Engineering and Environmental, Inc.
1811 Racine Street
Menasha, WI 54952
Telephone: (920) 560-6562
Fax: (920) 830-9595
E-mail: jim@davel.pro

Project: Lake Park Villas Lots 39 – 43 & Part of OL 13

Description: 4 Lot Certified Survey Map

Dear Greg Keil:

Thank you for the opportunity to provide you with this proposal for professional services to be provided for the above referenced properties located in the City of Menasha, Calumet County. I am familiar with the properties based on the information provided by your office. I am looking forward to providing you with a quality survey.

This Certified Survey Map will realign the existing lots to better utilize the existing space.

I have summarized below the scope of services and related fees for the professional services to be provided by Davel Engineering and Environmental, Inc.

General Terms and Conditions
The attached General Terms and Conditions dated January 15, 1998 are incorporated into the agreement made by acceptance of this proposal.

Schedule
I can begin work on this project as soon as I receive a signed copy of this agreement. If you have any questions about this proposal or your project, please let me know. I would be happy to meet with you to go over this proposal, project, or my qualifications in detail.

Sincerely,

James R. Sehloff, RLS
Registered Land Surveyor

Accepted By: _____ Date: _____

May 22, 2013

PROPOSAL

To: City of Menasha
C/O Greg Keil
140 Main Street
Menasha, WI 54952
Telephone: (920) 967-5103
Fax: (920) 967-5272
Email: gkeil@ci.menasha.wi.us

From: James R. Sehloff, RLS
Davel Engineering and Environmental, Inc.
1811 Racine Street
Menasha, WI 54952
Telephone: (920) 560-6562
Fax: (920) 830-9595
E-mail: jim@davel.pro

Project: Lake Park Villas Lots 83 & Part of OL 25

Description: 1 Lot Certified Survey Map

Dear Greg Keil:

Thank you for the opportunity to provide you with this proposal for professional services to be provided for the above referenced properties located in the City of Menasha, Calumet County. I am familiar with the properties based on the information provided by your office. I am looking forward to providing you with a quality survey.

This Certified Survey Map will adjust the lot lines so the existing house is on its own lot.

I have summarized below the scope of services and related fees for the professional services to be provided by Davel Engineering and Environmental, Inc.

Additional Services

Additional services if requested in writing by the Owner will be billed according to the agreed upon fee.

General Terms and Conditions

The attached General Terms and Conditions dated January 15, 1998 are incorporated into the agreement made by acceptance of this proposal.

Schedule

I can begin work on this project as soon as I receive a signed copy of this agreement. If you have any questions about this proposal or your project, please let me know. I would be happy to meet with you to go over this proposal, project, or my qualifications in detail.

Sincerely,

James R. Sehloff, RLS
Registered Land Surveyor

Accepted By: _____ Date: _____

May 22, 2013

PROPOSAL

To: City of Menasha
C/O Greg Keil
140 Main Street
Menasha, WI 54952
Telephone: (920) 967-5103
Fax: (920) 967-5272
Email: gkeil@ci.menasha.wi.us

From: James R. Sehloff, RLS
Davel Engineering and Environmental, Inc.
1811 Racine Street
Menasha, WI 54952
Telephone: (920) 560-6562
Fax: (920) 830-9595
E-mail: jim@davel.pro

Project: Ponds of Menasha Replat of Lots 105-108, 110-114 & OL 2, CSM 3277

Description: Replat

Dear Greg Keil:

Thank you for the opportunity to provide you with this proposal for professional services to be provided for the above referenced properties located in the City of Menasha, Calumet County. I am familiar with the properties based on the information provided by your office. I am looking forward to providing you with a quality survey.

As shown on the information we will be dividing the existing pond between the adjoining lots.

I have summarized below the scope of services and related fees for the professional services to be provided by Davel Engineering and Environmental, Inc.

Additional Services
Additional services if requested in writing by the Owner will be billed according to the agreed upon fee.

General Terms and Conditions
The attached General Terms and Conditions dated January 15, 1998 are incorporated into the agreement made by acceptance of this proposal.

Schedule
I can begin work on this project as soon as I receive a signed copy of this agreement. If you have any questions about this proposal or your project, please let me know. I would be happy to meet with you to go over this proposal, project, or my qualifications in detail.

Sincerely,

James R. Sehloff, RLS
Registered Land Surveyor

Accepted By: _____ Date: _____

May 22, 2013

PROPOSAL

To: City of Menasha
C/O Greg Keil
140 Main Street
Menasha, WI 54952
Telephone: (920) 967-5103
Fax: (920) 967-5272
Email: gkeil@ci.menasha.wi.us

From: James R. Sehloff, RLS
Davel Engineering and Environmental, Inc.
1811 Racine Street
Menasha, WI 54952
Telephone: (920) 560-6562
Fax: (920) 830-9595
E-mail: jim@davel.pro

Project: Fountain Way CSM

Description: Certified Survey Map

Dear Greg Keil:

Thank you for the opportunity to provide you with this proposal for professional services to be provided for the above referenced properties located in the City of Menasha, Calumet County. I am familiar with the properties based on the information provided by your office. I am looking forward to providing you with a quality survey.

This Certified Survey Map will utilized Vacated right of way from Fountain Way and combine Lots 14, 16, 17, OL 3 and OL 4 of the Replat of Lake Park Villas; Lots 53 & 54 Lake Park Villas; OL 1 Certified Survey Map 3275 and OL 3 of Certified Survey Map 3277 to create 4 new parcels along with dedication of Fox Tail Lane from the East edge of The Ponds Menasha to the existing right of way of Fountain Way.

Additional Services
Additional services if requested in writing by the Owner will be billed according to the agreed upon fee.

General Terms and Conditions
The attached General Terms and Conditions dated January 15, 1998 are incorporated into the agreement made by acceptance of this proposal.

Schedule
I can begin work on this project as soon as I receive a signed copy of this agreement. If you have any questions about this proposal or your project, please let me know. I would be happy to meet with you to go over this proposal, project, or my qualifications in detail.

Sincerely,

James R. Sehloff, RLS
Registered Land Surveyor

Accepted By: _____ Date: _____

Davel Engineering & Environmental, Inc.

General Terms and Conditions

January 15, 1998

1. This agreement, upon execution by both parties, can only be amended by written instrument signed by both parties. The OWNER has relied on the ENGINEER's judgment in establishing the work scope and fee for this project, given the project's nature and risks. The OWNER shall therefore rely on the ENGINEER's judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to the ENGINEER. Should such occurrences or discoveries arise, the OWNER and the ENGINEER shall promptly and in good faith enter into re negotiation of the agreement to help permit ENGINEER to continue to meet the OWNER's needs. If re negotiated terms cannot be agreed to, OWNER agrees that ENGINEER has an absolute right to terminate this agreement.

2. Costs and schedule commitments shall be subject to renegotiations for delays caused by the OWNER's failure to provide specified facilities or information, or for delay caused by unpredictable occurrences, including without limitation fires, floods, strikes, unavailability of labor or materials, defaults by suppliers, or act or regulations of any governmental agency. Temporary delays caused by any of the above which results in additional costs beyond those outlines may require renegotiations of this agreement.

3. The OWNER shall make monthly payments in response to ENGINEER's statements. However, full payment for services shall be made to the ENGINEER within 30 days of completion of the project. Late payment penalty of one percent (1%) per month, which is an annual rate of twelve percent (12%) shall be applied to any unpaid balance, commencing thirty days after the date of the original invoice.

4. The ENGINEER represents and warrants that it and its agents, staff, and consultants employed by it are protected by worker's compensation insurance and that the ENGINEER has such coverage under public liability, property damage, and professional liability insurance policies which the ENGINEER deems to be adequate. ENGINEER agrees to purchase additional insurance if requested by OWNER (presuming such insurance is reasonably available from carriers acceptable to ENGINEER,) provided the costs for additional insurance are reimbursed by OWNER. Certificates for all such policies shall be provided to the OWNER upon the OWNER's request. Within the limits and conditions of such insurance, the ENGINEER agrees to indemnify and save the OWNER harmless from and against any loss, damage, or liability arising from any negligent acts by the ENGINEER, its agents, staff, and consultants employed by it. The ENGINEER shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance.

5. The obligation to provide further services under this agreement may be terminated by either party upon seven day's written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, ENGINEER shall be paid for services performed to the termination notice date plus reasonable termination expense.

6. Davel Engineering intends to serve as the OWNER's professional representative for those services as defined in this agreements and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, approvals, and other decisions made by the ENGINEER for the OWNER are rendered on the basis of experience and qualifications and represent our professional judgement.

7. The ENGINEER shall not specify construction or service related procedures and shall not manage or supervise or control or have charge of construction, nor shall ENGINEER implement or be responsible for health and safety procedures; and ENGINEER shall not be responsible for the acts or omissions of contractors or other parties on the project; and shall not be responsible for construction means, methods, techniques, sequences, or procedures, nor safety precautions and program. ENGINEER's monitoring or review of portions of the work performed under construction contracts shall not relieve the contractor from his responsibility for performing his work in accordance with applicable contract documents.

8. "NOTICE OF LIEN RIGHTS" AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, ENGINEER HEREBY NOTIFIES OWNER THAT PERSON OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED ENGNEER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. ENGINEER, AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Document A

not recorded

CERTIFIED SURVEY MAP NO. _____

ALL OF LOTS 39, 40, 41, 42 AND PART OF LOT 43 AND OUTLOT 13 OF LAKE PARK VILLAS, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN

Redevelopment Authority of the City of Menasha

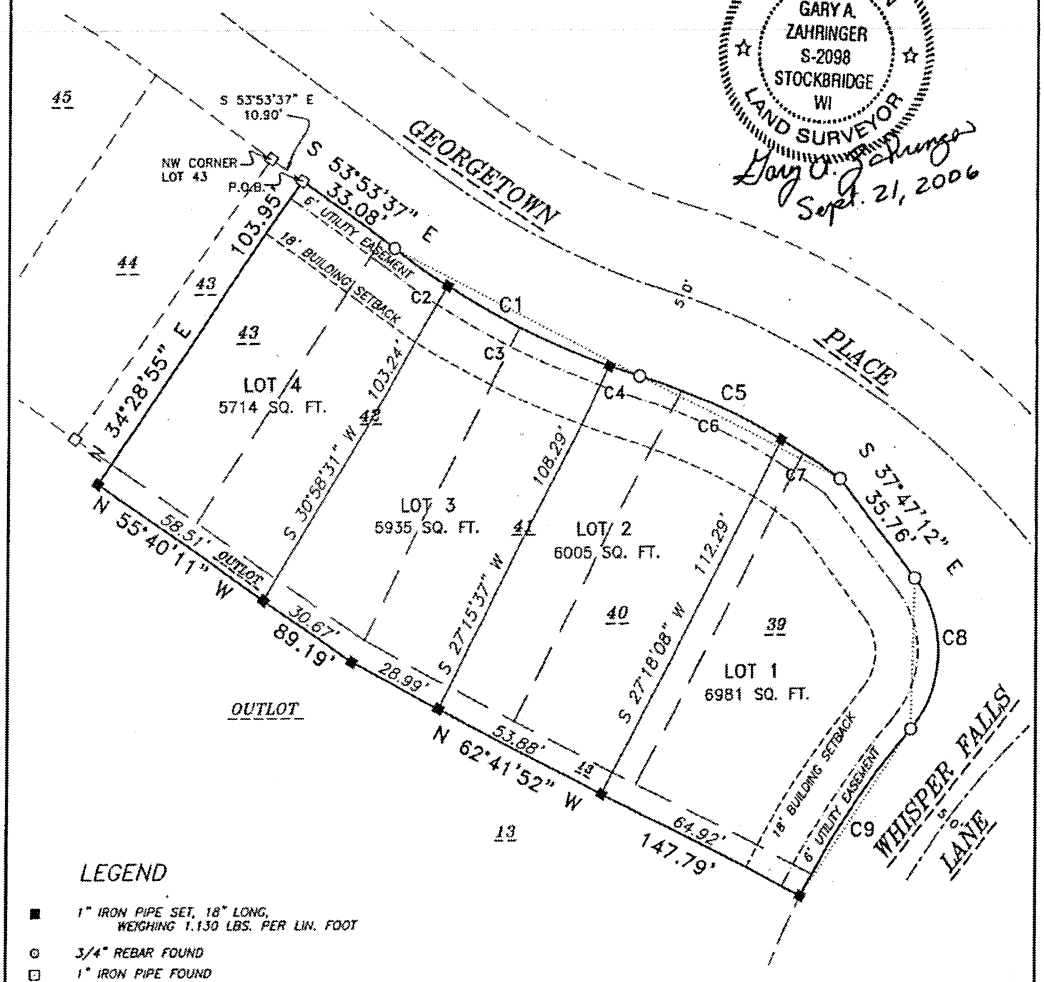
Survey for: ~~WI360 Enterprises, LLP~~ Greg Keil
Attn: ~~Tracy Royer~~
~~N9652 Highline Road~~
~~Koukauna, WI 54130~~
140 Main Street
Menasha, WI 54952

BEARINGS ARE REFERENCED TO MATCH LAKE PARK VILLAS PLAT

Scale 1 inch = 40 feet
0 20 40 80

WISCONSIN
GARY A. ZAHRINGER
S-2098
STOCKBRIDGE
WI
LAND SURVEYOR

Gary A. Zahringer
Sept. 21, 2006



LEGEND

- ■ 1" IRON PIPE SET, 18" LONG, WEIGHING 1.130 LBS. PER LIN. FOOT
- ⊙ 3/4" REBAR FOUND
- □ 1" IRON PIPE FOUND

CURVE DATA

Curve	Radius	Delta	Length	Chord Bearing	Chord	Tangent In	Tangent Out
1	250.00'	018°35'32"	81.12'	S 63°11'23.0" E	80.77'	S 53°53'37" E	S 72°29'09" E
2	250.00'	004°23'10"	19.14'	S 56°05'12.0" E	19.13'	S 53°53'37" E	S 58°16'47" E
3	250.00'	012°06'48"	52.85'	S 64°20'11.0" E	52.76'	S 58°16'47" E	S 70°23'35" E
4	250.00'	002°05'34"	9.13'	S 71°26'22.0" E	9.13'	S 70°23'35" E	S 72°29'09" E
5	200.00'	018°49'04"	65.69'	S 63°04'37.0" E	65.39'	N 53°40'05" W	N 72°29'09" W
6	200.00'	012°55'23"	45.11'	S 66°01'27.5" E	45.01'	N 59°33'46" W	N 72°29'09" W
7	200.00'	005°53'41"	20.58'	S 56°36'55.5" E	20.57'	N 53°40'05" W	N 59°33'46" W
8	33.50'	078°10'14"	45.71'	S 01°17'55.0" W	42.24'	N 40°23'02" E	N 37°47'12" W
9	250.00'	013°11'47"	57.58'	S 33°47'08.5" W	57.45'	S 40°23'02" W	S 27°11'15" W

Martenson & Eisele, Inc.
Planning - Surveying - Engineering - Architecture
1377 Midway Road, Menasha, WI 54952
Phone (920) 731-0381 Fax (920) 733-8578
www.martenson-eisele.com
info@martenson-eisele.com

APPROVED
OCT 0 3 2006
By: Plan Commission
CITY OF MENASHA

PROJECT NO. 616-149
FILE 616149sp.dwg SHEET 1 OF 3
This instrument was drafted by:LMB

Document A

CERTIFIED SURVEY MAP NO. _____

SURVEYOR'S CERTIFICATE

I, GARY A. ZAHRINGER, A REGISTERED WISCONSIN LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, MAPPED, AND DIVIDED AT THE DIRECTION OF WISCO ENTERPRISES, ALL THAT PART OF LOTS 39, 40, 41, 42, AND PART OF LOT 43 AND OUTLOT 13 OF LAKE PARK VILLAS, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 43 OF SAID LAKE PARK VILLAS;
THENCE SOUTH 53 DEGREES 53 MINUTES 37 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF GEORGETOWN PLACE, 10.90 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 53 DEGREES 53 MINUTES 37 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF GEORGETOWN PLACE, 33.08 FEET;
THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, 81.12 FEET ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET WITH A CHORD THAT BEARS SOUTH 63 DEGREES 11 MINUTES 23.0 SECONDS EAST, 80.77 FEET;
THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, 65.69 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RAIUS OF 200.00 FEET WITH A CHORD THAT BEARS SOUTH 63 DEGREES 04 MINUTES 37.0 SECONDS EAST, 65.39 FEET;
THENCE SOUTH 37 DEGREES 47 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 35.76 FEET;
THENCE ALONG THE WEST RIGHT OF WAY LINE OF WHISPER FALLS LANE, 45.71 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 33.50 FEET WITH A CHORD THAT BEARS SOUTH 01 DEGREES 17 MINUTES 55.0 SECONDS WEST, 42.24 FEET;
THENCE CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF WHISPER FALLS LANE, 57.58 FEET ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET WITH A CHORD THAT BEARS SOUTH 33 DEGREES 47 MINUTES 08.5 SECONDS WEST, 57.45 FEET;
THENCE NORTH 62 DEGREES 41 MINUTES 52 SECONDS WEST, 147.79 FEET;
THENCE NORTH 55 DEGREES 40 MINUTES 11 SECONDS WEST, 89.19 FEET;
THENCE NORTH 34 DEGREES 28 MINUTES 55 SECONDS EAST, 103.95 FEET TO THE POINT OF BEGINNING, CONTAINING 24,635 SQUARE FEET, SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I HAVE FULLY COMPLIED WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES IN SURVEYING, DIVIDING,. AND MAPPING THE SAME AND THE CITY OF MENASHA SUBDIVISION ORDINANCES.

THAT THIS MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF.

GIVEN UNDER MY HAND THIS 21ST DAY OF SEPTEMBER, 2006.

Gary A. Zahringer
GARY A. ZAHRINGER, REG. WISCONSIN LAND SURVEYOR S-2098

THIS CERTIFIED SURVEY MAP IS CONTAINED WHOLLY WITHIN THE PROPERTY DESCRIBED IN THE FOLLOWING RECORDED INSTRUMENTS:

OWNERS OF RECORD:	RECORDING INFORMATION:	PARCEL NUMBER:
~~CITY OF MENASHA~~ Redevelopment Authority of the City of Menasha Doc. # 474716	DOC. NO. 347976	770170039, 770170040, 770170041, 770170042, PT-770170043 & PT-770177513
Lake Park Villas-Phase 2 Property Owners Association, Inc. Doc. # 405538		

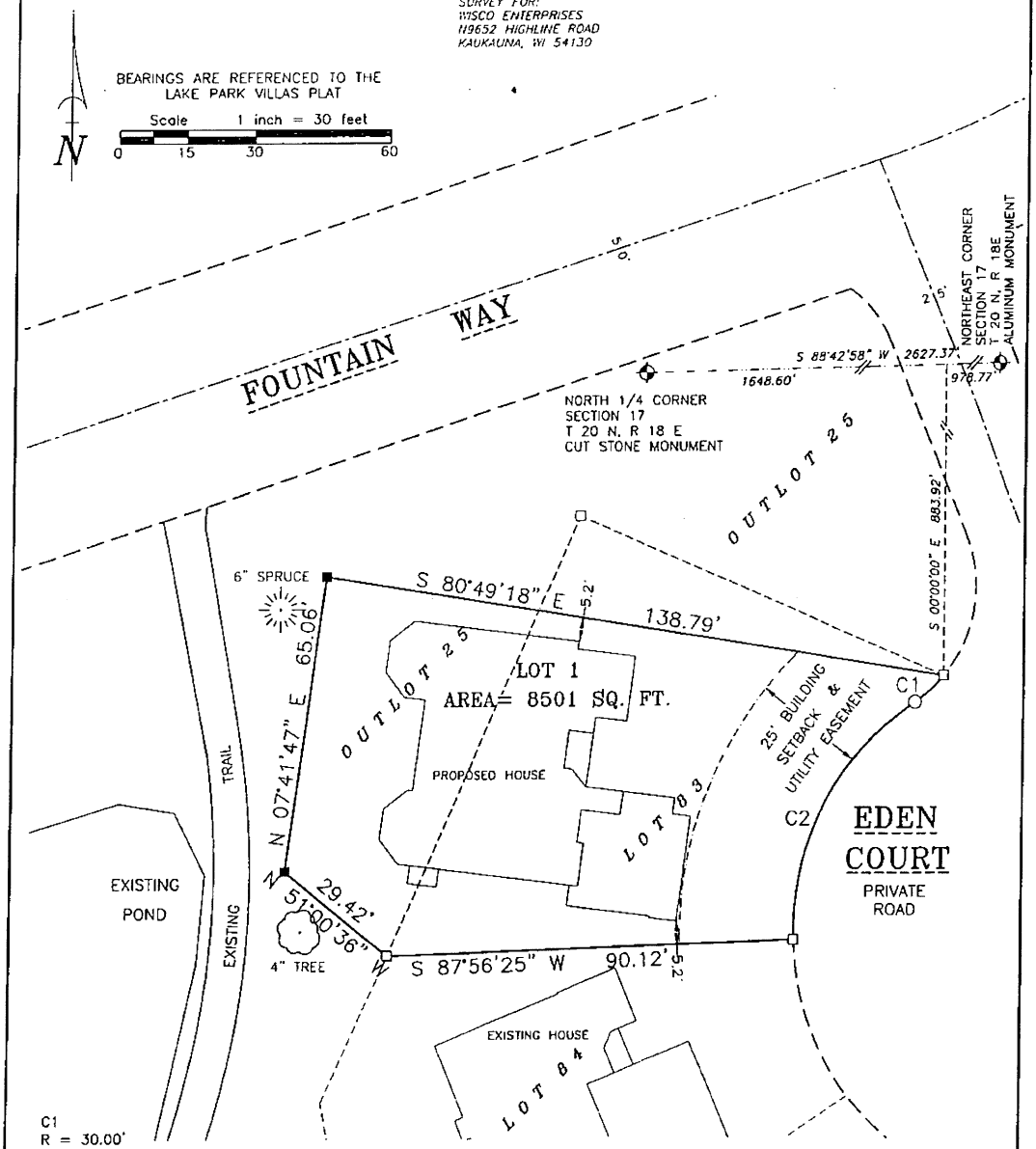
PROJECT NO. 616-149
FILE 616149sp.dwg SHEET 2 OF 3
This instrument was drafted by:LMB

Document B

CERTIFIED SURVEY MAP NO. _____

PARTS OF LOT 83 AND OUTLOT 25 OF LAKE PARK VILLAS
CITY OF MENASHA, CALUMET COUNTY, WISCONSIN

SURVEY FOR:
WISCO ENTERPRISES
N9652 HIGHLINE ROAD
KAUKAUNA, WI 54130



C1
R = 30.00'
Δ = 16°07'49"
L = 8.45'
Ch = S 48°04'50.5" W 8.42'

C2
R = 60.00'
Δ = 58°12'20"
L = 60.95'
Ch = S 27°02'35.0" W 58.37'

LEGEND

- ■ 1" IRON PIPE SET, 24" LONG, WEIGHING 1.130 LBS. PER LIN. FOOT
- ○ 3/4" REBAR FOUND
- □ 1" IRON PIPE FOUND

WISCONSIN
GARY A. ZAHRINGER
S-2098
STOCKBRIDGE
WI
LAND SURVEYOR

Gary A. Zahringer
Feb. 20, 2004

Martenson & Eisele, Inc.
Planning - Surveying - Engineering - Architecture
1377 Midway Road, Menasha, WI 54952
Phone (920) 731-0381 Fax (920) 733-8578
www.martenson-eisele.com
info@martenson-eisele.com

PROJECT NO. 616-114
FILE 616114csm SHEET 1 OF 3
This instrument was drafted by: eav

Document B

CERTIFIED SURVEY MAP NO. _____

SURVEYOR'S CERTIFICATE:

I, GARY A. ZAHRINGER, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED, AT THE DIRECTION OF WISCO ENTERPRISES, PARTS OF LOT 83 AND OUTLOT 25 OF LAKE PARK VILLAS LOCATED IN SECTION 17, TOWN 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 17, THENCE SOUTH 88 DEGREES 42 MINUTES 58 SECONDS WEST, 978.77 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 883.92 FEET TO THE POINT OF BEGINNING, ALSO BEING THE NORTHEAST CORNER OF SAID LOT 83; THENCE 8.45 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET WITH A CHORD WHICH BEARS SOUTH 48 DEGREES 04 MINUTES 50.5 SECONDS WEST, 8.42 FEET; THENCE 60.95 FEET ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET WITH A CHORD WHICH BEARS SOUTH 27 DEGREES 02 MINUTES 35.0 SECONDS WEST, 58.37 FEET, THENCE SOUTH 87 DEGREES 56 MINUTES 25 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 83 A DISTANCE OF 90.12 FEET; THENCE NORTH 51 DEGREES 00 MINUTES 36 SECONDS WEST, 29.42 FEET; THENCE NORTH 07 DEGREES 41 MINUTES 47 SECONDS EAST, 65.06 FEET; THENCE SOUTH 80 DEGREES 49 MINUTES 18 SECONDS EAST, 138.79 FEET TO THE POINT OF BEGINNING, CONTAINING 8,501 SQUARE FEET. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I HAVE FULLY COMPLIED WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES IN SURVEYING, DIVIDING, AND MAPPING THE SAME AND THE CITY OF MENASHA SUBDIVISION ORDINANCES.

THIS MAP IS A CORRECT REPRESENTATION OF ALL OF THE EXTERIOR BOUNDARIES OF LAND SURVEYED AND THE DIVISION THEREOF.

GIVEN UNDER MY HAND THIS 20th DAY OF February, 2004.

Gary A. Zahringer

GARY A. ZAHRINGER, REG. WIS. LAND SURVEYOR, S-2098

WISCONSIN
GARY A.
ZAHRINGER
S-2098
STOCKBRIDGE
WI
LAND SURVEYOR

PROJECT NO. 616-114

FILE 616114csm SHEET 2 OF 3

This instrument was drafted by: eav

Document B

CERTIFIED SURVEY MAP NO. _____

CORPORATE OWNER'S CERTIFICATE: Peder H. Culver Revocable Trust
Lake Park Villas - Phase 2 - Property Owners Association, Inc., a nonstock, nonprofit
The ~~City of Menasha, a municipal~~ corporation duly organized and existing under and by virtue of the Laws of the State of Wisconsin, hereby certify that we caused the land above described to be surveyed, divided, and mapped all as shown and represented on this map.

Dated this _____day of _____, 2006.

_____ Joseph F. Laux, Mayor

_____ Joan Smogoleski, City Clerk

State of Wisconsin)
)SS
Winnebago County)

Personally came before me on the _____day of _____, 2006, the above owners to me known to be the persons who executed the foregoing instrument and acknowledge the same.

_____ My Commission Expires_____
Notary

COMMON COUNCIL RESOLUTION:

Resolved, this minor Subdivision in the City of Menasha, is hereby approved by the Common Council on this _____ day of _____, 2006.

_____ Joseph F. Laux, Mayor Date

_____ Joan Smogoleski, City Clerk Date

TREASURER'S CERTIFICATE:

I hereby certify that there are no unpaid taxes or unpaid special assessments on any of the lands shown hereon.

_____ Thomas Stoffel, City Comptroller/Treasurer Date

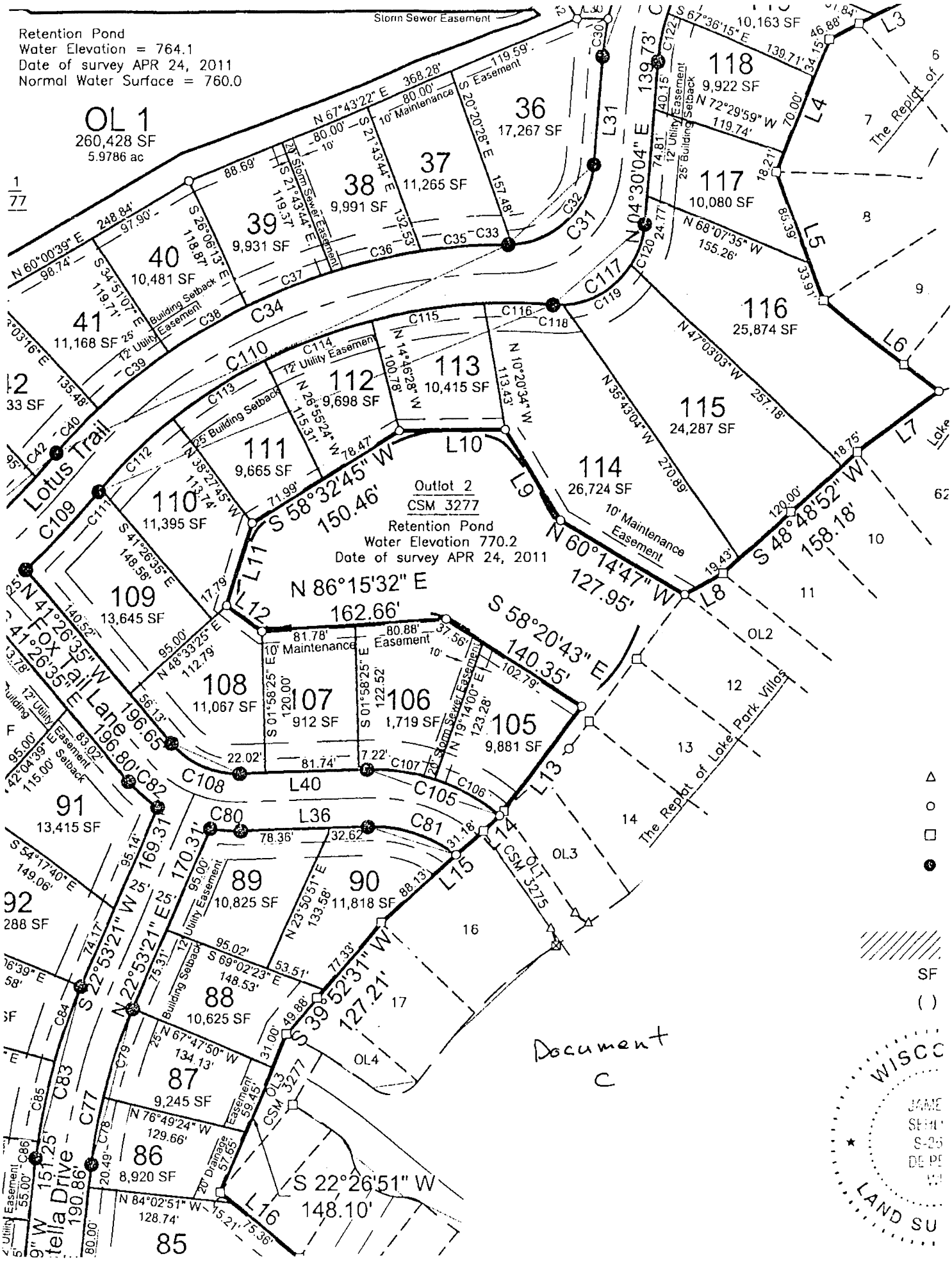
_____ County Treasurer Date

This Certified Survey Map is contained wholly whithin the property described in the following recorded instruments:

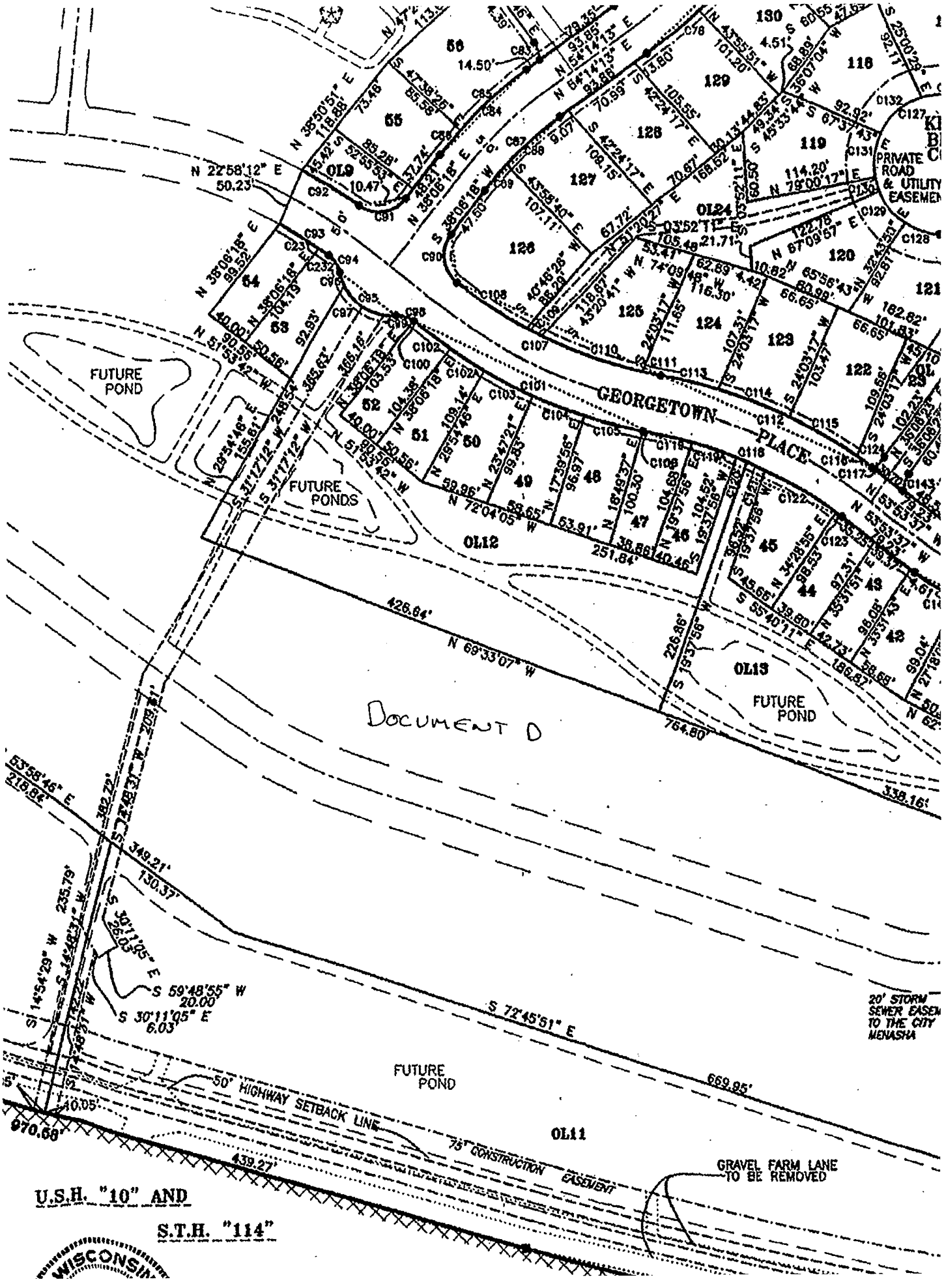
Owners of Record:	Recording Information:	Parcel Number:
City of Menasha	Doc. No. 347976	7-1775-25
City of Menasha	Doc. No. 347976	7-1700-83

WISCONSIN
GARY A. ZAHRINGER
S-2098
STOCKBRIDGE
WI
LAND SURVEYOR
2-20-2004

PROJECT NO. 616-114
FILE 616114csm SHEET 3 OF 3
This instrument was drafted by: eav



Retention Pond
Water Elevation = 764.1
Date of survey APR 24, 2011
Normal Water Surface = 760.0
OL 1
260,428 SF
5.9786 ac
Storm Sewer Easement
36
17,267 SF
37
11,265 SF
38
9,991 SF
39
9,931 SF
40
10,481 SF
41
11,168 SF
118
9,922 SF
117
10,080 SF
116
25,874 SF
115
24,287 SF
114
26,724 SF
113
10,415 SF
112
9,698 SF
111
9,665 SF
110
11,395 SF
109
13,645 SF
108
11,067 SF
107
912 SF
106
1,719 SF
105
9,881 SF
91
13,415 SF
92
288 SF
89
10,825 SF
90
11,818 SF
88
10,625 SF
87
9,245 SF
86
8,920 SF
85
Outlot 2
CSM 3277
Retention Pond
Water Elevation 770.2
Date of survey APR 24, 2011
N 86°15'32" E
162.66'
S 58°32'45" W
150.46'
N 60°14'47" W
127.95'
S 58°20'43" E
140.35'
S 48°48'52" W
158.18'
N 04°30'04" E
139.73'
S 22°53'21" W
169.31'
N 22°53'21" E
170.31'
S 39°52'31" W
127.21'
S 22°26'51" W
148.10'
Lotus Trail
Fox Tail Lane
196.65'
196.80'
Building Setback
12' Utility Easement
25' Building Setback
10' Maintenance Easement
20' Storm Sewer Easement
The Replat of Lake Park Villas
Document C
WISCO
LAND SU



DOCUMENT D

U.S.H. "10" AND

S.T.H. "114"

WISCONSIN

Document No. 466103

Document E

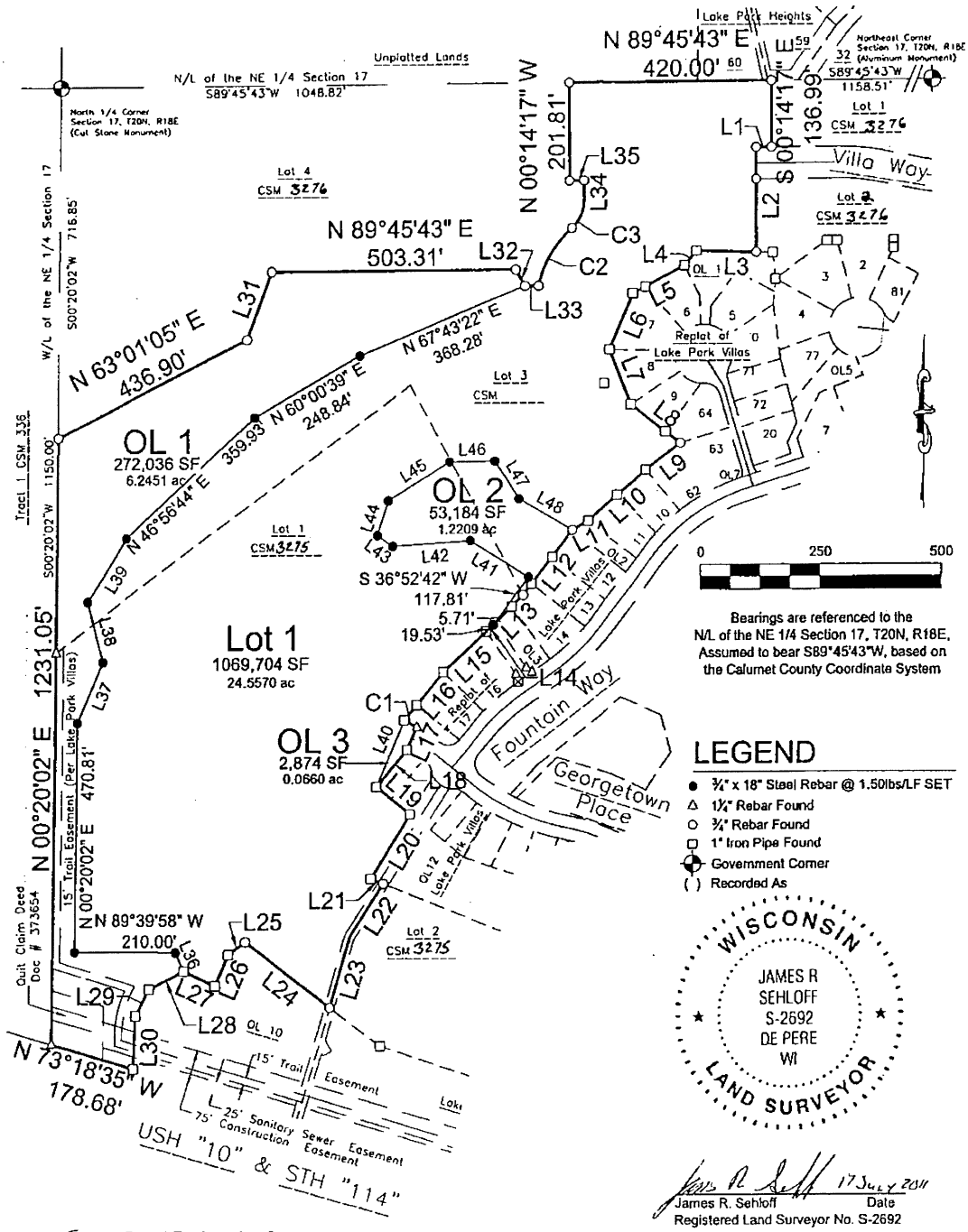
FORM NO. 985-A

HCMiller

Stock No. 26273

Certified Survey Map No. 3277

All of Lot 1 CSM 3275 and all of Lot 3 CSM 3276 being part of the Northwest 1/4 of the Northeast 1/4, part of the Northeast 1/4 of the Northeast 1/4 and part of the Southwest 1/4 of the Northeast 1/4 all located in Section 17, Township 20 North, Range 18 East, City of Menasha, Calumet County, Wisconsin.



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

LEGEND

- ● ¾" x 18" Steel Rebar @ 1.50lbs/LF SET
- △ 1¼" Rebar Found
- ○ ¾" Rebar Found
- □ 1" Iron Pipe Found
- Government Corner
- ( ) Recorded As

WISCONSIN
JAMES R
SEHLOFF
S-2692
DE PERE
WI
LAND SURVEYOR

17 July 2011
James R. Sehloff — Date
Registered Land Surveyor No. S-2692

Davel Engineering & Environmental, Inc.
Civil Engineers and Land Surveyors
1811 Racine Street
Menasha, Wisconsin
Ph. 920-991-1866, Fax 920-830-9595

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

File: 3754CSM3.dwg
Date: 06/22/2011
Drafted By: jim
Sheet: 1 of 4

6/22/2011 3:18 PM J:\Projects\3754civil\dwg\Civil 3D\3754CSM3.dwg Printed by: jim

DOCUMENT E

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

ALL OF LOTS 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, OUTLOTS 4-5, OUTLOTS 8-9 AND OUTLOT 24, LAKE PARK VILLAS BEING PART OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWN 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN

NORTH 1/4 CORNER SECTION 17 T 20 N, R 18 E CUT STONE MONUMENT

1127.36'

BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, RECORDED TO BEAR N 88°43'58" E

SCALE 1" = 100'

0 100 200

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified August 2nd, 2005

Department of Administration

LOCATION MAP
SECTION 17
T 20 N, R 18 E
CITY OF MENASHA,
CALUMET COUNTY, WISCONSIN

UNPLATTED LANDS

MENASHA CITY LIMITS

MATCH LINE

FUTURE POND

KELSEY BROOK COURT
PRIVATE ROAD & UTILITY EASEMENT

GEORGETOWN PLACE

WHISPER FALLS LANE

POND

OL10

OL11

OL12

OL13

LOT SQUARE FOOTAGE TABLE

LOT NO.	SQ. FT.
1	437533
2	9560
3	11986
4	10903
5	10279
6	8452
7	12231
8	9818
9	8017
10	7873
11	8535
12	9637

15' PEDESTRIAN AND BIKE PATH EASEMENT TO THE CITY OF MENASHA

SANITARY SEWER LIFT STATION EASEMENT

NO ACCESS

EMERGENCY EGRESS ACCESS
THE DEPARTMENT OF TRANSPORTATION HAS GRANTED A SPECIAL EXCEPTION TO ALLOW A TEMPORARY EMERGENCY ACCESS UNTIL SUCH TIME AS THE SUBDIVISION HAS ACCESS TO THE ABUTTING PROPERTY TO THE WEST. THIS TEMPORARY ACCESS MUST BE GATED AT ALL TIMES.

U.S.H. "10" AND S.T.H. "114"
RIGHT OF WAY WIDTH VARIES

Martenson & Eisele, Inc.
Planning - Surveying - Engineering - Architecture
1377 Midway Road, Menasha, WI 54952
Phone (920) 731-8381 Fax (920) 733-8578

Approved by Wisconsin Department of Regulation and Licensing
11-1-09 (Optional Use Date) 3-1-10 (Mandatory Use Date)

Newmark Grubb Pfefferle

WB-42 AMENDMENT TO LISTING CONTRACT

It is agreed that the Listing Contract dated May 4, 2012, between the undersigned, for sale of the property known as (Street Address/Description) See Addendum A Parcel ID numbers in the City of Menasha, County of Calumet, Wisconsin is amended as follows:

☐ The list price is changed from $ _____ to $ _____.

☒ The expiration date of the contract is changed from midnight May 4, 2013 to midnight May 4, 2014.

☐ The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price: _____

☐ Other: _____

ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

CAUTION: Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing contract, without the written consent of the Agent(s)' supervising broker.

Ringgold, Newmark Grubb Pfefferle
Broker/Firm ▲

(x) _____
By ▲ Date ▲ 5-10-13
Print name ▸ Richard J. Knight, EVP, Secy

(x) _____
Seller's Signature ▲ Date ▲
Print name ▸ The Redev. Auth. City Menasha

(x) _____
Seller's Signature ▲ Date ▲
Print name ▸ Kara Homan

Addendum A:
Property Description and Pricing

EXHIBIT C: RDA-OWNED LAKE PARK SQUARE PARCEL INFORMATION					
PARCEL	LEGAL DESCRIPTION	ZONING	SQUARE FEET	ACRES	ASKING PRICE
770170015	LAKE PARK VILLAS PLAT LOT 15	C-1 General Commercial	74,631	1.71	$110,000
770170011	LAKE PARK VILLAS PLAT LOT 11	C-1 General Commercial	62,378	1.43	$120,000
770170013	LAKE PARK VILLAS PLAT LOT 13	C-1 General Commercial	51,052	1.17	$100,000
770170009	LAKE PARK VILLAS PLAT LOT 9	C-1 General Commercial	44,083	1.01	$65,000
770170010	LAKE PARK VILLAS PLAT LOT 10	C-1 General Commercial	53,405	1.23	$75,000
770170008	LAKE PARK VILLAS PLAT LOT 8	C-1 General Commercial	60,984	1.4	$120,000
770170007	LAKE PARK VILLAS PLAT LOT 7	C-1 General Commercial	94,438	2.17	$135,000
770170003	LAKE PARK VILLAS PLAT LOT 3	C-1 General Commercial	251,820	5.78	$595,000
770170004	LAKE PARK VILLAS PLAT LOT 4	C-1 General Commercial	82,851	1.9	$83,000