



*** All present are expected to conduct themselves in accordance with our City's Core Values ***

OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department, Committee, Agency, Corporation, Quasi-Municipal Corporation, or sub-unit thereof.

Meeting of: **ECONOMIC DEVELOPMENT COMMITTEE**

Date/Time: **Wednesday, April 6, 2022 at 5:00 p.m.**

Location: **City Hall, Council Chambers**

Members: Tom Neal (C) , Lisa Rasmussen, Sarah Watson, Becky McElhaney and Tom Kilian

AGENDA ITEMS FOR CONSIDERATION (All items listed may be acted upon)

1. Approval of the Minutes from 3/1/22
2. Discussion and possible action on new Standard Deed Restrictions for Business Campus (Fifrick)
3. Discussion and possible action approving termination of Recorded Deed Restrictions and Recording Set of Revised Deed Restrictions for 9913 Innovation Way for Badger Liquor (Fifrick)
4. Discussion and possible action on RFP for 180 E Wausau Avenue (Brodek, Fifrick)
5. Discussion and possible action on approving Second Amendment to East Riverfront Declaration (Atty. Jacobson, Brodek)
6. Discussion and possible action on approving Second Amendment to Riverlife Condo Agreement (Brodek, Atty. Jacobson)
7. Adjourn

It is likely that members of, and a quorum of the Council and/or members of other committees of the Common Council of the City of Wausau will be in attendance at the above-mentioned meeting to gather information. **No action will be taken by any such groups.**

This Notice was posted at City Hall and emailed to the Media on 3/31/22

Due to the COVID-19 pandemic, this meeting is being held in person and via Webex. Members of the public who do not wish to appear in person may view the meeting live over the internet on the City of Wausau's YouTube Channel: <http://www.tinyurl.com/WAAMedia>, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. All public participants' phones will be muted during the meeting. Virtual attendees who wish to speak may only do so during the "Public Comment" portion of the agenda and they must register by **2:00 p.m. on the meeting day by emailing Liz Brodek at liz.brodek@ci.wausau.wi.us** with their phone number so they can be identified in the meeting software. Any person wishing to offer public comment who does not appear in person to do so, (or pre-register to speak virtually), may e-mail City Clerk **Kaitlyn Bernarde** at clerk@ci.wausau.wi.us with "EDC Public Comment" in the subject line prior to the meeting start. All public comments, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the chair.

Meeting number (access code): 2495 009 7057 Meeting password: cVj4MRJWv69

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event, the City of Wausau will make a good faith effort to accommodate your request.

Other Distribution: Media, Alderpersons, Mayor, City Departments



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Date/Time: **Wednesday, April 6, 2022 at 5:00 p.m.**

Location: **City Hall, Council Chambers**

Members: Tom Neal (C) , Lisa Rasmussen, Sarah Watson, Becky McElhaney and Tom Kilian

ADDENDUM ITEMS FOR CONSIDERATION (All items listed may be acted upon)

8. Discussion and possible action on approving the WisDOT Transportation Alternatives Program (TAP) grant application to create a section of the Business Campus Trail system between 72nd Avenue and Innovation Way (Lenz)
9. Discussion and possible action on approving the Second Amendment to the Wausau Opportunity Zone (WOZ) Development Agreement (Brodek, Atty. Jacobson)

It is likely that members of, and a quorum of the Council and/or members of other committees of the Common Council of the City of Wausau will be in attendance at the above-mentioned meeting to gather information. **No action will be taken by any such groups.**

This Notice was posted at City Hall and emailed to the Media on 4/4/22

Due to the COVID-19 pandemic, this meeting is being held in person and via Webex. Members of the public who do not wish to appear in person may view the meeting live over the internet on the City of Wausau's YouTube Channel: <http://www.tinyurl.com/WAAMedia>, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. All public participants' phones will be muted during the meeting. Virtual attendees who wish to speak may only do so during the "Public Comment" portion of the agenda and they must register by **2:00 p.m. on the meeting day by emailing Liz Brodek at liz.brodek@ci.wausau.wi.us** with their phone number so they can be identified in the meeting software. Any person wishing to offer public comment who does not appear in person to do so, (or pre-register to speak virtually), may e-mail City Clerk **Kaitlyn Bernarde** at clerk@ci.wausau.wi.us with "EDC Public Comment" in the subject line prior to the meeting start. All public comments, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the chair.

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Other Distribution: Media, Alderpersons, Mayor, City Departments

Economic Development Committee Meeting

Date | time Tuesday, March 1, 2022, at 5:00 P.M. | *Meeting called to order by* Neil at 5:00 P.M.

In Attendance

Members Present: Tom Neal (C), Sarah Watson, Lisa Rasmussen, Tom Kilian
Member Excused: Becky McElhaney
Others Present: Mayor Rosenberg, Liz Brodek, Attorney Anne Jacobson, Randy Fifrick, MaryAnne Groat, Tammy Stratz, Doug Diny, Gary Gisselman, Nick Patterson (T. Wall, Webex), Jason Armani (Webex)

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

Agenda Item 1 – Approval of the Minutes from 2/01/2022

Watson motioned to approve minutes, seconded by Killian. Motion carried 4-0

Agenda Item 2 – Discussion and possible action on approving new Standard Deed Restrictions (Atty. Jacobson, Fifrick)

Fifrick explained most aspects of the deed restrictions have been unchanged since 1990. Fifrick provided an example of a potential issue that occurred in December where a couple of property owners exchanged property within the Business Campus and the new owner came to the city regarding First Right of Refusal. Fifrick said it's important to ensure the property exchanged stays with a tax paying entity. Fifrick noted another part of the current deed restrictions requires new tenants/leases in a multi-unit building come to the city for approval. Fifrick doesn't agree this is a best use of time/resources. Fifrick explained the new deed restrictions keeps the commencement dates and completion requirements the same and if an entity doesn't start their project in the specified timeline the city has the first opportunity to buy the property back.

Kilian asked if the new deed restrictions were reviewed by the City Attorney's office. Fifrick replied they were and that he worked hand in hand with them.

Rasmussen made a motion to approve the new deed restrictions, seconded by Kilian. Motion passes 4-0.

Agenda Item 3 – Termination of recorded Deed Restrictions and Recording Set of Revised Deed Restrictions for 715, 717, 719, 721 and 723 S. 72nd Avenue (Fifrick)

Fifrick said this item is related to the new deed restrictions discussed in the previous agenda item. Fifrick explained Jason Armani, owner of R3JAS3, LLC, bought property at 715-723 S 72nd Avenue in December 2021 and approached city staff about removing the deed restrictions on it. Fifrick then advised Armani there were revisions to the deed restrictions in the works that may address Armani's request. Fifrick explained commencement/completion dates in the deed restrictions don't make much sense in situations like Armani's because there's already a building on the property.

Jason Armani referred to Item #11 on the Standard Deed Restrictions for Wausau Business Campus, which he requested a revision on. He explained the way it is written now gives the city the ability to do anything it wishes with the parcel, which is unnerving. Armani referenced earlier discussions with Fifrick as to what the cities concerns are in relinquishing this provision. Fifrick explained it could be related to potential future easements the city would have to pay for if the current language in the Deed Restrictions didn't exist. Armani proposed to give the city unilateral ability by resolution to an easement at no cost to the city, so the language in the Deed Restrictions can be less restrictive.

Neal asked if the highlighted section on the handout is the desired change of the city's or Armani's. Fifrick replied the alteration came from Armani. Fifrick stated staff felt it was a decision for the committee to make and in agreement, staff will work with the attorney's office to make the administrative changes.

Armani clarified he is specifically requesting change to the verbiage “provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land or they may exempt the land or any portion of the land...” Armani explained it would make sense if the land had not been built on, but this provision allows the city to change the rules at any point.

Atty. Jacobson stated she’s received numerous requests to change the deed restrictions but is unsure how the committee feels about having a uniform set applied to everyone at the business campus. Atty. Jacobson stated #11 is in every business’s deed restrictions but may not be consistent because other businesses have approached the committee about changing certain provisions. She explained that any change would reduce the city’s power and ability over the property, but she is okay with it legally if the committee wants to grant Armani’s request. She also explained the committee may encounter more of these as individual businesses negotiate their own deed restrictions.

Rasmussen commented if standard deed restrictions are going to be customized, there may need to be a change to #11 so it’s effective but less scary. She explained the restrictions not only allow control on the use and purpose of sites but also to ensure tax base and job creation is maximized. Rasmussen suggested reviewing issues with #11 to prevent so many re-reviews.

Atty. Jacobson said to get all current owners in the business campus to agree to and then record a new set of deed restrictions would be a very involved and time-consuming process.

Neal asked if Rasmussen made a motion to approve the requested change with the caveat that staff will review #11 to see if the verbiage can be tweaked for future use. Rasmussen added a grandfathered date should be established because she doesn’t expect staff to re-negotiate with 50 other businesses and replied, “so moved” to the motion as presented by Neal. Seconded by Watson.

Fifrick added it is the intent the new restrictions would be used going forward and would not go back to current owners.

Kilian asked Armani what his greatest fears are with the language. Armani replied, the perpetual state of uncertainty.

Agenda Addendum Item 7 – Discussion and possible action on approving Planning Option extension request from T. Wall Enterprises/District at Riverlife, LLC (Brodek, Patterson)

Committee agreed to move to agenda item 7 to allow for all members to hear/participate.

Brodek provided a timeline of events regarding the planning option with T. Wall: committee requested a planning option for T. Wall at the 12/7/21 meeting, a draft was brought to the committee at the 1/4/22 meeting and approved unanimously. Brodek explained T. Wall (Nick Patterson) contacted the city on 2/9/22 to begin testing the week of February 21st and at the council meeting on 2/22/22 a discussion occurred satisfactory certificates of insurance (COI) for sub-contractors before testing could begin. T. Wall and sub-contractors exchanged emails that evening to obtain them. Atty. Jacobson found issues with COI’s that could not be addressed in a timely manner. In a discussion on 2/24/22 between Brodek and Patterson, Patterson explained an extension would be necessary to complete their due diligence. Brodek explained a more in-depth conversation occurred on 2/25/22 regarding extending the planning option to May 2nd and development agreement negotiation to September 1st.

Neal asked Brodek where we would expect T. Wall to be since they were initially chosen. Brodek replied the committee chose T. Wall in the April 2021 meeting. A planning option was sent to T. Wall in May of 2021 that was not returned at which point there was communication back and forth. Brodek said we are coming up on about a year of negotiations and she would have expected us to be a bit farther in the process than there has been.

Rasmussen expressed disappointment there is not a viable development agreement almost 10 months since T. Wall’s proposal was chosen. She reflected on T. Wall stating there would be no issue accomplishing the requirements by March 1st and she does not see COI’s as an unforeseeable circumstance for being unable to meet the deadline. Rasmussen explained the riverfront is a limited commodity for Wausau and there’s no need to rush

development. She added we can afford to be choosy and perhaps need to re-RFP the property or at least provide the ability to do so and T. Wall would be welcome to submit a new proposal.

Patterson agreed there have been many delays and the issue now is on soil properties and getting a better grasp on how much contamination there is. Patterson said they can certainly negotiate pieces of a development agreement but there's a lot up in the air with soil conditions. Patterson also agreed liability insurance is certainly standard practice and they engaged with technical services in December, immediately upon receipt of the planning option. T. Wall's regular provider could not commit to submitting a proposal due to backlog. They sought other providers and went with American Engineering Testing (AET) who has worked with Wausau in the past and could provide a proposal. Although discussions with them began in December, Patterson said he didn't find out until 2/9/22 that they couldn't get to the site until 2/21/22. He also assumed AET would know the standard requirements for insurance which turned out to be incorrect.

Neal commented that the extension requested is substantial given what's left to accomplish and asked Patterson to explain why so much extra time is needed. Patterson replied because the insurance requirements were not met, True North and AET were unable to mobilize, and the project was taken off their schedule. He is hopeful they can remedy the liability insurance and get back on their schedule in the next week or two but is unable to guarantee that. He continued that testing takes about a 5-day period and he could have a report in hand within three weeks and from there a week to complete the feasibility report and a week or two to coordinate with contractors.

Rasmussen commented that negotiations should not have waited until the 11th hour and Wausau's project need to be as important as any other community. She said she will not vote for an extension.

Neal asked if the timeline is not extended, how does it affect the viability of the project. Atty. Jacobson responded the developer had until 5 P.M. on 3/1/22 to complete requirements and provide the city with their intent to proceed prior to the expiration of the planning option. Brodek said a letter was received from T. Wall on 2/28/22 but we were unable to provide it. Brodek explained we may be looking at in the termination is the city having the option to terminate with or without cause. Atty. Jacobson stated it does not appear T. Wall wants to terminate it so it would be up to the committee, and we would have to send them a notice within 30 days.

Kilian echoed Rasmussen's comments and said he would not agree to an extension.

No motion to approve extension received therefore, no action was taken.

Agenda Item 4 – Update on rescinding prior resolution #12-0705, Joint Resolution of the Economic Development and Finance Committees approving the sale of the to be surveyed Wausau Business Campus Expansion Area land at 9500-9600 Innovation Way to Composite Envisions (or their assignee) and revers Tax Increment Financing (TIF) payments for 2 years not to exceed a total of \$49,000 adopted September 24, 2019 (Brodek, Fifrick)

Brodek stated rescinding of the offer was approved at finance on 2/22/22 so no action is needed but she wanted to advise the committee that it will not be moving forward and once passed by council, the parcel will be offered to new parties.

Agenda Item 5 – Set April Meeting Date

Brodek explained the usual meeting date for E.D. in April is election day and the chambers is reserved from 12-8 P.M. and an alternate meeting date/time is needed. Members requested an email be sent with possible options.

Adjournment

Watson motioned to adjourn at 5:46 P.M., seconded by Kilian. Motion approved 4-0

CITY OF WAUSAU STANDARD DEED RESTRICTIONS
FOR WAUSAU BUSINESS CAMPUS

1. The City of Wausau (CITY) shall have the option of repurchasing the land at the sale price paid by GRANTEE for the property, plus the cost, less depreciation, if any, of any documented, mutually agreed upon improvements made to the property, under either of the following circumstances: ("Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.)
 - a. GRANTEE fails to start construction within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).
 - b. GRANTEE fails to complete construction within two years of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).
2. Exercise of its option to repurchase the property under either of the circumstances described in Paragraph 1 shall be by a Resolution adopted by the CITY. Such option shall be exercisable upon delivery in writing of a notice by the CITY to the GRANTEE within three months after the expiration of such one or two year period. Conveyance to the CITY shall take place within 60 days following the exercise of such option on such date as shall be designated by the CITY specified in such notice, by warranty deed free and clear of all liens and encumbrances created by act or default of the GRANTEE.
3. CITY shall approve any sale or transfer of the property or improvements on the property to a tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the property complies with zoning ordinances.
4. Any use of the property or buildings on the property and all improvements placed on the premises and any alterations done thereto shall fully comply with the CITY's zoning ordinances, and any and all other laws, codes and regulations.
5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without fully complying with the CITY's zoning ordinances.
6. GRANTEE shall submit to CITY plans and specifications meeting the site design and land use requirements in the CITY's zoning ordinance as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements. Site Plan approval from the CITY is required prior to start of construction. Development of the property shall match plans and specifications approved by the CITY. All site improvements shall be completed within 6 months from the time of issuance of a building occupancy permit and zoning certification of compliance.

7. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery, and properly maintained. All unimproved areas shall be maintained in a weed-free condition. Grass shall be maintained in accordance with Municipal Code. A proposed landscape plan for the entire parcel shall be submitted and approved in accordance with the requirements in the CITY's zoning ordinance.
8. The construction of all buildings and improvements placed on the premises and any alterations or future additions done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with building setbacks, parking and off-street loading, roadway access, stormwater, lighting, fire protection, and hard surfacing provisions of CITY Code.
9. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval or site plan approval for such storage parking must be received, in writing, from the CITY.
10. No land shall be developed or altered that results in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area or other storm water management facility.
11. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE, shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.
12. There shall be no on-site dumping of anything contrary to CITY health and sanitation and zoning ordinances.
13. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.
14. The CITY may, unilaterally, in the future, by Resolution, provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land, or they may exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.
15. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the CITY, and/or recorded in the office of the

Marathon County Register of Deeds, which affect the land which is subject to this deed. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed, and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.

16. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.
17. These deed restrictions may be enforced by the CITY by either or both of the following methods:
 - a. Action. The enforcement of the restrictions contained in these deed restrictions may be by proceeding at law or in equity against any person or persons breaching or attempting to breach any restriction, to restrain such breach or to recover damages.
 - b. Notice and City's Right to Rectify. If any parcel owner has failed in any of the duties or responsibilities created by these deed restrictions, then the City may give such owner written notice of such failure and such person shall within ten (10) days after receiving such notice, rectify the failure or breach. Should any person fail to fulfill the duty or responsibility within such period, then the City shall have the right and power to enter onto the parcel and perform such duty or responsibility without any liability for damages for wrongful entry, trespass, or otherwise to any person. The owner for whom such work is performed shall promptly reimburse the City within thirty (30) days after receipt of a statement of such work.

Updated 3/1/22

STANDARD DEED RESTRICTIONS
FOR WAUSAU BUSINESS CAMPUS

1. GRANTEE shall build within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).
2. A. The City of Wausau (CITY) shall have the option of repurchasing the land at the sale price paid by GRANTEE for the property, plus the cost, less depreciation, if any, of any documented, mutually agreed upon improvements made to the property, under either of the following circumstances: ("Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.)
 - 1) In the event GRANTEE fails to start construction or make substantial use of the land within one year of the date of purchase;
 - 2) In the event GRANTEE elects to convey all or any portion of said land at any time following the date of closing, the land shall first be offered to CITY and CITY shall have the option of repurchasing the land at the lesser of the following: The price and terms offered to GRANTEE by a prospective buyer; or at the sale price paid by GRANTEE for the property, plus the cost, less depreciation, if any, of any improvements made to the property, plus any outstanding, unpaid special assessments levied against that portion of the parcel.
- B. In either event, the following procedure shall be used:
 - 1) GRANTEE shall offer to CITY by registered mail, return receipt requested, mailed to the City Clerk, the option of repurchasing the land.
 - 2) CITY shall have 90 days after the expiration of the one year time limit, or after the notice of intent to convey, to exercise its option to repurchase, unless an extension of time is mutually agreed upon and set forth in writing. Action on the repurchase shall be by a resolution adopted by the Common Council of CITY. If the option is exercised, conveyance to CITY shall be by warranty deed free and clear of all liens or encumbrances created by act or default of the GRANTEE.
- C. This repurchase restriction runs with the land as do all the restrictions

contained on this document, and all heirs and assigns of GRANTEE and every owner of the parcel shall be subject to this restriction and to all the restrictions in this document.

- D. The Community Development Director or his/her successor shall approve, in writing, conveyances for which there is no change in the use or purpose of the parcel and its improvements or which involve intra-or inter-family transfers. These transfers shall not require committee or Council approval.

3. No building or driveway shall be constructed or erected, any addition made to the exterior of a building, nor shall any change in the use of the premises be made until plans showing the nature and location on the site of the proposed improvements, and the proposed use of the premises shall be approved in writing by the Economic Development Committee or its successor committee.

4. All improvements placed on the premises and any alterations done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with the setback, parking and off-street loading provisions of the Zoning Code.

5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without the prior written consent of CITY, and only after a resolution passed by the Wausau Common Council, authorizing the action, with the exception of intra-or inter-family transactions described above, or for which the use and purpose of the parcel and improvements is not changing. In this case, the Community Development Director or his/her successor shall approve such transaction in writing, without committee or Council approval.

6. All leases or premises in such site shall provide for termination or other penalty, and all conveyances or grants of other interests or premises in said site shall provide for reversion or other penalty if the proposed improvements of the premises so leased or granted is not begun or completed in time represented by the proposed lessee or purchaser and accepted by the Committee or Council (not to exceed one year).

7. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE, shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.

8. There shall be no on-site dumping of anything which CITY indicates shall not be dumped.

9. GRANTEE shall submit to CITY plans and specifications as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements.

10. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the Chicago and NorthWestern Railway Company, Chicago, Milwaukee, St. Paul and Pacific Railroad Company or any other railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.

11. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. A proposed landscape plan for the entire parcel shall be submitted in conjunction with the submittal required in paragraph 9 above.

12. No parcel adjoining Stewart Avenue shall have direct access onto Stewart Avenue unless approved by CITY.

13. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval for such storage parking must be received, in writing, from CITY.

14. Prior to the construction of any buildings and improvements on the premises, the owners shall present plans to the appropriate City committee and shall receive approval from the City Council prior to the construction thereof.

15. The Common Council and/or the Economic Development Committee or its successor committee may, unilaterally, in the future, by resolution, provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land, or they may exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.

16. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the Common Council, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed, and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.

17. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.

To: Economic Development Committee

From: Randy Fifrick, Economic Development Manager

Date: April 6, 2022

Re: Termination of Recorded Deed Restrictions and Recording Set of Revised Deed Restrictions for 9913 Innovation Way for Badger Liquor



City Staff has been working to update the standard deed restrictions that are recorded when the City sells a property within the Wausau Business Campus. That set of revised deed restrictions is currently being reviewed by the Economic Development Committee (EDC). The purpose of the deed restrictions document is two-fold. First off protecting the City's interest in ensuring that taxes are recovered from the sale of discounted land within the Business Campus. Secondly, ensuing orderly development which complies with City regulations and requires

The City recently approved the sale of a 4.733 acre parcel of City-owned property in the western section of the Wausau Business Campus to Badger Liquor for the development of a 22,538 square foot transfer depot and distribution center. Based on the delayed timing for the approval of the new standard deed restrictions, the City's "old" deed restrictions were recorded with the sale of the Badger Liquor parcel when it closed in March. Badger Liquor wishes to have the update deed restrictions recorded for their property once they have been approved by City Counsel.

Staff recommends the City approve the termination of the current recorded deed restrictions for 9913 Innovation Way and recording the new set of revised deed restrictions.

Proposed Deed Restrictions

CITY OF WAUSAU STANDARD DEED RESTRICTIONS FOR WAUSAU BUSINESS CAMPUS

1. The City of Wausau (CITY) shall have the option of repurchasing the land at the sale price paid by GRANTEE for the property, plus the cost, less depreciation, if any, of any documented, mutually agreed upon improvements made to the property, under either of the following circumstances: ("Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.)
 - a. GRANTEE fails to start construction within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).
 - b. GRANTEE fails to complete construction within two years of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).
2. Exercise of its option to repurchase the property under either of the circumstances described in Paragraph 1 shall be by a Resolution adopted by the CITY. Such option shall be exercisable upon delivery in writing of a notice by the CITY to the GRANTEE within three months after the expiration of such one or two year period. Conveyance to the CITY shall take place within 60 days following the exercise of such option on such date as shall be designated by the CITY specified in such notice, by warranty deed free and clear of all liens and encumbrances created by act or default of the GRANTEE.
3. CITY shall approve any sale or transfer of the property or improvements on the property to a tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the property complies with zoning ordinances.
4. Any use of the property or buildings on the property and all improvements placed on the premises and any alterations done thereto shall fully comply with the CITY's zoning ordinances, and any and all other laws, codes and regulations.
5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without fully complying with the CITY's zoning ordinances.
6. GRANTEE shall submit to CITY plans and specifications meeting the site design and land use requirements in the CITY's zoning ordinance as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements. Site Plan approval from the CITY is required prior to start of construction. Development of the property shall match plans and specifications approved by the CITY. All site improvements shall be completed within 6 months from the time of issuance of a building occupancy permit and zoning certification of compliance.

7. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery, and properly maintained. All unimproved areas shall be maintained in a weed-free condition. Grass shall be maintained in accordance with Municipal Code. A proposed landscape plan for the entire parcel shall be submitted and approved in accordance with the requirements in the CITY's zoning ordinance.
8. The construction of all buildings and improvements placed on the premises and any alterations or future additions done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with building setbacks, parking and off-street loading, roadway access, stormwater, lighting, fire protection, and hard surfacing provisions of CITY Code.
9. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval or site plan approval for such storage parking must be received, in writing, from the CITY.
10. No land shall be developed or altered that results in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area or other storm water management facility.
11. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE, shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.
12. There shall be no on-site dumping of anything contrary to CITY health and sanitation and zoning ordinances.
13. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.
14. The CITY may, unilaterally, in the future, by Resolution, provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land, or they may exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.
15. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the CITY, and/or recorded in the office of the

Marathon County Register of Deeds, which affect the land which is subject to this deed. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed, and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.

16. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.
17. These deed restrictions may be enforced by the CITY by either or both of the following methods:
 - a. Action. The enforcement of the restrictions contained in these deed restrictions may be by proceeding at law or in equity against any person or persons breaching or attempting to breach any restriction, to restrain such breach or to recover damages.
 - b. Notice and City's Right to Rectify. If any parcel owner has failed in any of the duties or responsibilities created by these deed restrictions, then the City may give such owner written notice of such failure and such person shall within ten (10) days after receiving such notice, rectify the failure or breach. Should any person fail to fulfill the duty or responsibility within such period, then the City shall have the right and power to enter onto the parcel and perform such duty or responsibility without any liability for damages for wrongful entry, trespass, or otherwise to any person. The owner for whom such work is performed shall promptly reimburse the City within thirty (30) days after receipt of a statement of such work.

Updated 3/1/22

STANDARD DEED RESTRICTIONS
FOR WAUSAU BUSINESS CAMPUS

1. GRANTEE shall build within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).
2. A. The City of Wausau (CITY) shall have the option of repurchasing the land at the sale price paid by GRANTEE for the property, plus the cost, less depreciation, if any, of any documented, mutually agreed upon improvements made to the property, under either of the following circumstances: ("Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.)
 - 1) In the event GRANTEE fails to start construction or make substantial use of the land within one year of the date of purchase;
 - 2) In the event GRANTEE elects to convey all or any portion of said land at any time following the date of closing, the land shall first be offered to CITY and CITY shall have the option of repurchasing the land at the lesser of the following: The price and terms offered to GRANTEE by a prospective buyer; or at the sale price paid by GRANTEE for the property, plus the cost, less depreciation, if any, of any improvements made to the property, plus any outstanding, unpaid special assessments levied against that portion of the parcel.
- B. In either event, the following procedure shall be used:
 - 1) GRANTEE shall offer to CITY by registered mail, return receipt requested, mailed to the City Clerk, the option of repurchasing the land.
 - 2) CITY shall have 90 days after the expiration of the one year time limit, or after the notice of intent to convey, to exercise its option to repurchase, unless an extension of time is mutually agreed upon and set forth in writing. Action on the repurchase shall be by a resolution adopted by the Common Council of CITY. If the option is exercised, conveyance to CITY shall be by warranty deed free and clear of all liens or encumbrances created by act or default of the GRANTEE.
- C. This repurchase restriction runs with the land as do all the restrictions

contained on this document, and all heirs and assigns of GRANTEE and every owner of the parcel shall be subject to this restriction and to all the restrictions in this document.

- D. The Community Development Director or his/her successor shall approve, in writing, conveyances for which there is no change in the use or purpose of the parcel and its improvements or which involve intra-or inter-family transfers. These transfers shall not require committee or Council approval.

3. No building or driveway shall be constructed or erected, any addition made to the exterior of a building, nor shall any change in the use of the premises be made until plans showing the nature and location on the site of the proposed improvements, and the proposed use of the premises shall be approved in writing by the Economic Development Committee or its successor committee.

4. All improvements placed on the premises and any alterations done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with the setback, parking and off-street loading provisions of the Zoning Code.

5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without the prior written consent of CITY, and only after a resolution passed by the Wausau Common Council, authorizing the action, with the exception of intra-or inter-family transactions described above, or for which the use and purpose of the parcel and improvements is not changing. In this case, the Community Development Director or his/her successor shall approve such transaction in writing, without committee or Council approval.

6. All leases or premises in such site shall provide for termination or other penalty, and all conveyances or grants of other interests or premises in said site shall provide for reversion or other penalty if the proposed improvements of the premises so leased or granted is not begun or completed in time represented by the proposed lessee or purchaser and accepted by the Committee or Council (not to exceed one year).

7. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE, shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.

8. There shall be no on-site dumping of anything which CITY indicates shall not be dumped.

9. GRANTEE shall submit to CITY plans and specifications as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements.

10. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the Chicago and NorthWestern Railway Company, Chicago, Milwaukee, St. Paul and Pacific Railroad Company or any other railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.

11. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. A proposed landscape plan for the entire parcel shall be submitted in conjunction with the submittal required in paragraph 9 above.

12. No parcel adjoining Stewart Avenue shall have direct access onto Stewart Avenue unless approved by CITY.

13. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval for such storage parking must be received, in writing, from CITY.

14. Prior to the construction of any buildings and improvements on the premises, the owners shall present plans to the appropriate City committee and shall receive approval from the City Council prior to the construction thereof.

15. The Common Council and/or the Economic Development Committee or its successor committee may, unilaterally, in the future, by resolution, provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land, or they may exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.

16. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the Common Council, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed, and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.

17. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.

Office of the Mayor
Katie Rosenberg



TEL: (715) 261-6800
FAX: (715) 261-6808

April 12, 2022

Dear Interested Parties,

The City of Wausau is pleased to release this Request for Proposals (RFP) for redevelopment of the former Wausau Chemical building at 180 East Wausau Ave. This is the smaller of the former Wausau Chemical buildings that the City purchased. This 0.89 acre parcel has an existing 14,000 square foot building on it.

The City of Wausau is proud of a long track record of successful public-private partnerships for development which has resulted in over \$100 million invested in downtown in the past decade and another \$80 million currently under construction.

Successful proposals should:

- Be creative in its use and add value to the neighborhood and surrounding businesses
- Propose a use that complements the existing uses and maximizes property tax value of the land to City.
- Utilize the existing building or proposes an architecturally unique building which meets the City's Urban Design Guidelines.

Event	Date
1. RFP Released	April 13, 2022
2. Proposals Due	May 26, 2022
3. Initial Review of Proposals (Economic Development Committee)	June 7, 2022

Questions and/or additional information on this RFP and private tours of the existing building are available upon request. Please contact:

Randy Fifrick, Economic Development Manager, 715-261-6684, randy.fifrick@ci.wausau.wi.us

Sincerely,

Katie Rosenberg
Mayor

History & Background

The City of Wausau is pleased to accept proposals for the redevelopment of the former “Wausau Chemical” building at 180 East Wausau Ave (PIN: 291-2907-243-0956). This 0.89 acre parcel has an existing approximately 14,000 square foot building on it. Private tours of the building are available upon request by contacting Randy Fifrick, Economic Development Manager, 715-261-6684, randy.fifrick@ci.wausau.wi.us.

The City seeks creative proposals which could involve the reuse of the existing building or the construction of new building(s). Successful proposals should:

- Be creative in its use and add value to the neighborhood and surrounding businesses.
- Propose a use that complements the existing uses and maximizes property tax value of the land to City.
- Reuse the historic building or propose an architecturally unique building that meets the City’s Urban Design Guidelines and fulfills the gateway nature of the site.
- Allow for parking on this lot for events at Athletic Park while adjacent area is developed.



Proposal Format and Required Information

The submitted proposals should include each of the following sections:

1. Interested developer name, address, telephone, and email.
2. Executive Summary of the project.
3. A draft site plan for the property. Plan does not need to be engineered but should generally be to scale.
4. Proposed use of the area, including plans and elevations of the proposed project, or relevant examples.
5. Proposed purchase price offered.
6. Estimated construction value and approximate construction timeline.
7. Other successful urban redevelopment project examples.
8. Any request for city participation. If city participation or funding is requested, the proposer will need to complete an Application for City Assistance, which can be found online at:

<https://cloud.bmisw.com/cityofwausau/Tif>

The city's development and incentive strategy particularly encourages the diversification of housing typology and rents, deployment of alternative energy technology, achievement of high energy efficiency standards, and/or the use of Property Assessed Clean Energy (PACE) tools; the priority hiring of local contractors and subcontractors; and workforce agreements with the local Building Trades Council.

City Participation

The property is located in [Tax Increment District #12](#). As part of the proposal the Developer must identify if they are requesting City participation in the project. If city participation or funding is requested, the proposer will need to complete an Application for City Assistance, which can be found online at: <https://cloud.bmisw.com/cityofwausau/Tif>.

Zoning

The property is currently zoned as Heavy Industrial. The City is in the process of having the property rezoned to Urban Mixed Use which will support the land uses envisioned by the City on this site such as Mixed-Use Buildings, Artisan Production Shops, Physical Activity Studios, Commercial Kitchens, Restaurants, Taverns, and Indoor Commercial Entertainment or similar uses.

Parking

The City has an agreement to allow parking on this lot for events at Athletic Field, home of the Wausau Woodchucks. The developer will need to take this into consideration as part of the development plans for this property.

Environmental

The City of Wausau had a Phase 1 Environmental Analysis completed on the property in 2019. That analysis did not identify any concerns at that time. This report is linked on RFP announcement page on the City's website.

Landscaping

The property is currently completely covered by impervious surface. The City encourages the new development to incorporate some landscaping into the redesign.

Proposal Preparation

Any costs incurred in the development of the Response to this Request for Proposals are borne by the Developer. The City of Wausau is not responsible for any costs incurred by the Developer in formulating a response, or any other costs incurred such as mailing expenses. Information and attachments provided as part of the RFP are provided to help the developer in understanding the site. All information should be verified by the developer.

Evaluation Criteria

The Economic Development Committee and internal staff evaluation shall consider proposals based on the quality of response, proposed use, appropriateness for the neighborhood, and projected investment. To be selected, a proposer must be able to comply with general city land purchase requirements and any other applicable laws and requirements.

Weighting of criteria is used by the City as a tool in selecting the best proposal. The City may change criteria and criteria weights at any time. Evaluation scores or ranks do not create any right in or expectation of a contract award. Proposals will be evaluated on the accuracy and responsiveness of the Developer. Background checks and references will also be considered.

The following elements will be the primary considerations in evaluating all submitted proposals and in the selection of a Developer (out of a total of 100):

- *Proposal is creative in its use and adds value to the neighborhood and surrounding businesses (25 points)*
- *Proposal maximizes the use of the site and provides significant taxable value to the City. (25 Points)*
- *Proposal will complement the ongoing waterfront redevelopment plans. (10 Points)*
- *Developer possesses diverse resources, a successful track record, and strong financial backing for the project. (10 points)*
- *Proposal offers a reasonable purchase price to the City. (5 Points)*
- *Availability of high-quality design personnel and contractors to complete the project. (5 Points)*
- *Proposal furthers one or more strategic goals including 1) innovative companies, 2) talented workforce, and/or 3) placemaking. (10 points)*
- *Proposal incorporates green building, alternative energy technology and achieves high energy efficiency. (5 Points)*
- *Proposal incorporates shared Athletic Park parking needs (through 2029) (5 Points)*

The response that is deemed to be the most advantageous for the City and region will be given the highest consideration. The City reserves the right to:

- Reject any or all offers and discontinue this RFP process without obligation or liability;
- Accept or sell land on the basis of initial offers received, without discussions or requests for best and final offers;
- Negotiate the nature and scope of the project before final Committee and Council approval;
- Accept no proposal and re-RFP or bid properties again in the future.

Event	Date
1. RFP Released	April 13, 2022
2. Proposals Due	May 26, 2022
3. <i>Initial Review of Proposals (Economic Development Committee)</i>	<i>June 7, 2022</i>
4. <i>City Council Review and Approval</i>	<i>June 14, 2022</i>
5. <i>Sales and Development Agreement (Finance Committee)</i>	<i>July, 2022</i>
6. <i>City Council Approval of Sales and Development Agreement</i>	<i>July, 2022</i>

The timeline Committee and Council Meetings is tentative.

Send proposals by 4:30 p.m. on Thursday, May 26, 2022, to the attention of:

Randy Fifrick, Economic Development Manager
randy.fifrick@ci.wausau.wi.us
407 Grant Street
Wausau, WI 54403-4783
Office: 715-261-6684

Exterior Views of the Building



West side of the building and parking area



Southeast of the building looking across East Wausau Ave.

Aerial View of the Area



The area west of the railroad tracks (north and south of E Wausau Ave) will be transformed with new development in the coming years as the City of Wausau has acquired these former manufacturing parcels. Although no plans are set at this point, the expectation is this area will see expanded residential and commercial development in the next 10 years.

To: Economic Development Committee
From: Liz Brodek, Development Director
Date: April 6, 2022
Re: Riverlife Phase II Second Amendment to the Development Agreement and Second Amendment to Riverfront Declarations



It is necessary to make changes to the Riverfront Declarations, and the timing of doing so necessitates a change to the Riverlife Phase II Development Agreement.

Riverlife Phase II is located in Lot 4, located in the South Zone, of the Declaration. CSM 19069 was recorded in the fall of 2021 to accommodate the plan for Riverlife Phase II. The Riverlife Phase II Development Agreement was amended to use this new lot area. However, the new boundary for Lot 4 does not match the configuration of Lot 4 per the First Amendment to the Declaration, which was recorded before the CSM. Therefore, the Declaration needs to be amended to match the new lot.

The Second Amendment to the Riverfront Declarations does the following:

- General items:
 - Exhibit A - Revises the overall Declaration property descriptions with updated CSM references and 2022 PINs.
 - Exhibit B - Updates the lot map (reconfiguration of Lots 3 & 4 and Outlot 2 based on new CSM)
 - Exhibit C - Revises legal descriptions for Lots 3 & 4
 - Exhibit D - adjusts the relative size/percentages based on the reconfiguration of Lots 3 and 4 and Outlot 2
 - Because Outlot 2 is slightly larger, this reduces the overall acreage of the lots from 7.116 acres to 7.088 acres, so various percentages needed to be adjusted.
- Items that impact Riverlife II
 - Fixes the Lot 4 description to match the new Riverlife II description, thereby increasing the acreage from 0.852 to 1.345.
 - Because of the larger area, the percentage share of the total acreage went from 12.0% to 19.0% and the percentage share of the South Zone went from 17.9% to 28.4%.
- Items that impact Riverlife I
 - Percentage share of South Zone went up slightly -- from 18.6% to 18.7%.
 - No change to percentage of total acreage (due to rounding).
 - No change to lot boundaries, etc.

The Declarations must be recorded at closing of Riverlife Phase II, which necessitates the Second Amendment to the Riverlife Phase II Development Agreement. The First Amendment to the Riverlife Phase II Development Agreement states that closing of the transfer of the property from the City to Developer must occur at least 10 days prior to the Project Commencement Deadline (April 15, 2022). However, the Amended Declarations must be passed by this Committee and Common Council before they can be recorded. The next Council meeting is April 12, 2022, only three days prior to Project Commencement Deadline, which puts it out of compliance with closing timing.

Therefore, the Second Amendment to the Riverlife Phase II Development Agreement changes the Closing Deadline to April 15, 2022.

The Second Amendment to Riverlife Phase II Development Agreement also removes the requirement for a Temporary Access Easement, granted by the City to Developer as this is no longer needed because the extension of Fulton Street satisfied that access requirement. The Temporary Construction Easement granted by the City to Developer, and the Watermain Easement, and Irrigation and Electric Easement granted by the Developer to the City are still necessary. The Second Amendment to Riverlife Phase II Development Agreement provides that Developer has agreed to the form and substance of each of those easements and thereby agrees to execute and deliver those easements at the closing of the Property transfer to Developer and to the recording of those easements after the recording of the deed transferring the property to Developer and the recording of the memorandum of the Riverlife Phase II Development Agreement against the property.

It should be noted that the Developer has not yet reviewed these documents but the Developer's attorney has reviewed and approved them. These Amendments must be made to allow for the development to go forward as planned.

Staff recommends the City approve the Second Amendment to the Riverfront Declarations and Second Amendment to Riverlife Phase II Development Agreement.

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this "Second Amendment") is entered into as of the ____ day of April, 2022 (the "Effective Date") by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the "City"), and RIVERLIFE CONDOS, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

- A. The City and Developer entered into a certain DEVELOPMENT AGREEMENT (Riverlife – Phase II) dated as of October 30, 2020, as amended by that certain FIRST AMENDMENT TO DEVELOPMENT AGREEMENT, dated January 12, 2022 (the "Development Agreement") for the development of certain property as described in more particularity therein (the "Project"). Any capitalized term used herein but not defined shall have the meaning assigned to that term in the Development Agreement.
- B. Revisions made to the legal description of the Property necessitated revisions to the Riverfront Declarations as set forth in the draft of the Second Amendment to East Riverfront Declaration, dated January 1, 2022, attached hereto as **Exhibit A** (the "Riverfront Declaration Amendment"). In order to sign and record the Riverfront Declaration Amendment, the City needs to approve the Riverfront Declaration Amendment, which cannot occur until April 12, 2022.
- C. Pursuant to the Development Agreement, the Closing Deadline for the transfer of the Property from the City to Developer is April 5, 2022. The parties desire that the Riverfront Declaration Amendment be recorded prior to the transfer of the Property from the City to Developer, which cannot occur until the City approves the Riverfront Declaration Amendment.
- D. The City and Developer desire to amend the Development Agreement and proceed with a revised Project, as described herein.

Now, therefore, for good and valuable consideration the receipt and sufficiency which are hereby acknowledged, the City and Developer agree as follows.

- 1. **Closing Deadline.** Section 1.h of the Development Agreement is hereby revised such that the Closing Deadline shall be April 15, 2022.
- 2. **Riverfront Declaration Amendment.** Developer hereby acknowledges and agrees that the Riverfront Declaration Amendment is acceptable to Developer and Developer hereby consents to the Riverfront Declaration Amendment being recorded prior to the recording of the Deed.
- 3. **Temporary Access Easement.** The City and Developer hereby acknowledge and agree that the extension of Fulton Street and the dedication of such extension have both occurred in accordance with Section 3c. of the Development Agreement. As such, the City and Developer hereby agree that the temporary access easement referenced in Section 3c. of the Development Agreement is no longer necessary and, therefore, Section 3c. of the Development Agreement is null and void.

- 4. Easements.** Developer has reviewed, hereby approves, and hereby consents to the recording immediately following the Deed and the Memorandum of, the following easements attached:
- a. Temporary Construction Easement attached hereto as **Exhibit B-1**.
 - b. Watermain Easement attached hereto as **Exhibit B-2**.
 - c. Irrigation and Electrical Easement attached hereto as **Exhibit B-3**.
- 5. Conditions Precedent.** The effectiveness of this Second Amendment is conditioned upon the satisfaction of each and every one of the following conditions:
- a. The City, through its City Council, shall have approved or authorized this Second Amendment and the transactions contemplated herein, and all the conditions to such approval shall have been satisfied.
 - b. Except for defaults that will no longer exist when this Second Amendment takes effect, no uncured default of Developer, or event which with the giving of notice or lapse of time or both would be a default of Developer, shall exist under the Development Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.
- 6. Reaffirmation of Development Agreement.** The Development Agreement, as modified by this Second Amendment, remains in full force and effect, and all terms of the Development Agreement, as modified hereby, are hereby ratified and reaffirmed. The provisions of the Development Agreement not affected by this Second Amendment remain in full force and effect.
- 7. Representations and Warranties of Developer.** Developer hereby represents and warrants to the City that:
- a. After giving effect to this Second Amendment, all of the representations and warranties made by Developer in the Development Agreement are true and accurate in all material respects on the Effective Date, and no event of default under the Development Agreement has occurred and is continuing as of the Effective Date.
 - b. The making, execution and delivery of this Second Amendment, and performance of and compliance with the terms of the Development Agreement, as amended, have been duly authorized by all necessary action of Developer. This Second Amendment is the valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.
- 8. Miscellaneous.** If any provision of this Second Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions of this Second Amendment shall remain in full force and effect and this Second Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that faxed and electronically scanned signatures shall be binding on all parties. This Second Amendment shall be governed in all respects by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the Effective Date first printed above.

DEVELOPER:

RIVERLIFE CONDOS, LLC

By: _____

Name: Mitch Viegut

Title: Managing Member

CITY:

CITY OF WAUSAU

By: _____

Name: Katie Rosenberg

Title: Mayor

Attest: _____

Name: Kaitlyn Bernarde

Title: Clerk

EXHIBIT A

RIVERFRONT DECLARATION AMENDMENT

[To be attached.]

**SECOND AMENDMENT TO
EAST RIVERFRONT
DECLARATION**

Document Number

Document Title

THIS SECOND AMENDMENT TO EAST RIVERFRONT DECLARATION (this “Amendment”) is made as of January 1, 2022 by the **CITY OF WAUSAU**, a Wisconsin Municipal corporation (“Declarant”).

RECITALS

A. Declarant entered into a certain Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront dated as of August 26, 2020, which instrument was recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, on September 14, 2020 as Document No. 1814469, as amended by that certain First Amendment to East Riverfront Declaration dated as of April 16, 2021 and recorded on April 20, 2021 as Document No. 1833317 (as amended, the “Declaration”).

B. In accordance with the Declaration, Declarant desires to amend the Declaration as set forth in this Amendment.

C. As amended hereby, the Declaration affects the property described on Exhibit A-2 attached hereto

NOW, THEREFORE, pursuant to Section 10.2 of the Declaration, Declarant hereby declares the following:

1. Definitions. Any capitalized term used in this Amendment and not defined herein shall have the meaning assigned to that term in the Declaration.

2. Revised Exhibits. Exhibit A of the Declaration is hereby replaced in its entirety by Exhibit A-2 attached hereto. Exhibit B of the Declaration is hereby replaced in its entirety by Exhibit B-2 attached hereto. Exhibit C of the Declaration is hereby replaced in its entirety by Exhibit C-2 attached hereto. Exhibit D of the Declaration is hereby replaced in its entirety by Exhibit D-2 attached hereto.

3. Reaffirmation of Declaration. Except as otherwise expressly set forth herein, all other terms and conditions of the Declaration shall continue and remain in full force and.

[Signature page follows.]

Recording Area

Name and Return Address

Anne L. Jacobson, Esq.
City of Wausau, City Attorney
407 Grant Street
Wausau, WI 54403

See Exhibit A-2 attached hereto

Parcel Identification Number (PIN)

EXHIBIT A-2

LEGAL DESCRIPTION OF THE PROPERTY

North Zone:

Part of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Sections 25 and 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

All of Lot 1 of said Certified Survey Map No. 17367, and that part of Lot 2 of said Certified Survey Map No. 17367 lying Southerly of the Northerly line of said Lot 1 extended Westerly.

PINs: 291-2907-252-0982
291-2907-252-0981

South Zone:

Lot 1 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, and that part of Lot 2 of said Certified Survey Map No. 18353 lying Northerly of Fulton Street, and Lots 1, 2, and Outlot 1 of Certified Survey Map No. 19069 recorded as Document No. 184558 in the Office of Register of Deeds for Marathon County, being part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 25, and part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin;
and also;

That portion of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and said Government Lot 6 lying between said Lots 1 and 2 and the Wisconsin River to the West and it's River Channel to the North, being Parkland as dedicated by City of Wausau Common Council Resolution File no. 17-0807.

PINs: 291-2907-264-0969
291-2907-253-0641
291-2907-253-0643
291-2907-264-0971
291-2907-253-0624
291-2907-264-0967
291-2907-264-0968

EXHIBIT B-2

DEPICTION OF LOTS, COMMON AREAS AND ZONES

[Updated diagram attached to this cover page.]

EXHIBIT C-2

LEGAL DESCRIPTION OF LOTS

North Zone Lots

Lot 5

Lot 1 of Certified Survey Map No. 17367, recorded on April 19, 2016 at the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24 as Document No. 1711959, being a part of the Southwest 1/4 of the Northwest 1/4 and part of the Northwest Quarter 1/4 of the Southwest Quarter 1/4, Section 25, and part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291.2907.252.0982

Lot 6

Part of Lot 2 of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South ¼ corner of said Section 26; thence N 89° 00' 45" E, along the South line of the Southeast ¼ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N 0°51'39" W, 2732.18 feet to the point of beginning;

Thence N 90°00'00" W, 19.07 feet; thence S 0°00'00" E, 160.75 feet; thence N 90°00'00" W, 24.00 feet; thence S 45°00'00" W, 6.25 feet; thence N 90°00'00" W, 43.29 feet; thence S 81°00'00" W, 22.91 feet; thence N 90°00'00" W, 37.00 feet; thence along the arc of a curve to the right having a chord bearing of N 19°43'44" W and a chord distance of 16.04 feet and a radius of 19.81 feet; thence N 4°09'13" E, 40.01 feet; thence N 5°50'43" E, 14.01 feet; thence N 20°00'00" E, 70.00 feet; thence N 13°40'00" E, 77.00 feet; thence along the arc of a non-tangential curve to the right having a chord bearing S 87°00'00" E and a chord distance of 35.00 feet and a radius of 80.85 feet; thence along the arc of a curve to the left having a chord bearing of S 84°00'00" E and a chord distance of 20.00 feet and a radius of 60.59 feet; thence N 86°30'00" E, 26.00 feet; thence along the arc of a curve to the right having a chord bearing of S 61°15'24" E and a chord distance of 42.44 feet and a radius of 39.77 feet; thence along the arc of a non-tangential curve to the left having a chord bearing S 25°37'00" W and a chord distance of 20.00 feet and a radius of 28.64 feet to the point of beginning, said parcel containing approximately 0.57 acres.

PIN: Part of 291-2907-252-0981

[Legal descriptions of North Zone Lots continue on following page]

Lot 7

Part of Lot 2 of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $0^{\circ} 31' 02''$ W, 2765.53 feet to the point of beginning;

Thence N $54^{\circ} 45' 57''$ W, 14.40 feet; thence along the arc of a curve to the left having a chord bearing of N $74^{\circ} 07' 58''$ W and a chord distance of 35.00 feet and a radius of 52.77 feet; thence S $86^{\circ} 30' 00''$ W, 26.00 feet; thence along the arc of a curve to the right having a chord bearing of N $84^{\circ} 00' 00''$ W and a chord distance of 15.71 feet and a radius of 47.59 feet; thence along the arc of a curve to the left having a chord bearing of N $83^{\circ} 41' 48''$ W and a chord distance of 30.00 feet and a radius of 93.85 feet; thence N $75^{\circ} 19' 59''$ W, 7.52 feet; thence N $18^{\circ} 19' 50''$ W, 15.00 feet; thence N $10^{\circ} 24' 03''$ E, 41.51 feet; thence N $7^{\circ} 52' 08''$ E, 40.32 feet; thence along the arc of a curve to the right having a chord bearing of N $11^{\circ} 54' 56''$ E and a chord distance of 40.65 feet and a radius of 288.00 feet; thence N $15^{\circ} 57' 44''$ E, 38.16 feet; thence N $40^{\circ} 04' 23''$ E, 9.84 feet; thence S $73^{\circ} 56' 10''$ E, 31.84 feet; thence along the arc of a curve to the left having a chord bearing of S $81^{\circ} 58' 05''$ E and a chord distance of 30.46 feet and a radius of 109.00 feet; thence N $90^{\circ} 00' 00''$ E, 29.83 feet; thence S $0^{\circ} 00' 00''$ E, 189.06 feet to the point of beginning, said parcel containing 0.471 acres.

PIN: Part of 291-2907-252-0981

Lot 8

Part of Lot 2 of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $1^{\circ} 36' 46''$ E, 2731.65 feet to the point of beginning;

Thence along the arc of a curve to the left having a chord bearing of N $70^{\circ} 39' 02''$ E and a chord distance of 75.22 feet and a radius of 596.67 feet; thence N $67^{\circ} 02' 12''$ E, 22.02 feet to the Easterly line of said Lot 2; thence along said Easterly line and along the arc of a curve to the right having a chord bearing of S $12^{\circ} 25' 39''$ E and a chord distance of 120.33 feet and a radius of 462.33 feet; thence S $4^{\circ} 57' 01''$ E, along said Easterly line, 55.00 feet; thence S $78^{\circ} 58' 35''$ W, 108.00 feet; thence N $9^{\circ} 31' 27''$ W, 36.94 feet; thence N $23^{\circ} 00' 00''$ W, 25.00 feet; thence N $0^{\circ} 00' 00''$ E, 100.00 feet to the point of beginning, said parcel containing 0.420 acres.

PIN: Part of 291-2907-252-0981

[End of North Zone Lots; legal descriptions of South Zone Lots on following pages]

South Zone Lots

Lot 1

Parcel A (of Lot 1)

Lot one (1) of Certified Survey Map No. 18353 recorded in the office of the Register of Deeds in Volume 90 of Certified Survey Maps on Page 93, as Document No. 1781845 and affidavit of correction as Document No. 1783081; being part of Government Lot 6, Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin.

Parcel B (of Lot 1):

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows: Commencing at the Southeast corner of Lot 1, said Certified Survey Map No. 18353; thence North 4°53'30" E, along the Easterly line of said Lot 1, 30.00 feet to the point of beginning; Thence continuing N 4°53'30" E, along said Easterly line, 116.52 feet; thence N 49°53'22" E, along said Easterly line, 22.06 feet; thence S 85°03'58" E, along said Easterly line, 60.49 feet; thence continuing along said Easterly line and along the arc of a curve to the left, having a chord bearing of N 84°35'10" E and a chord distance of 12.46 feet and a radius of 34.68 feet; thence N 74°14'18" E, along said Easterly line, 32.90 feet to the East line of said Lot 1; thence S 4°56'02" W, 9.66 feet; thence S 80°00'0" W, 31.45 feet; thence along the arc of a curve to the right, having a chord bearing of S 87°28'01" W and a chord distance of 10.40 feet and a radius of 40.00 feet; thence N 85°03'58" W, 62.41 feet; thence S 49°53'22" W, 15.92 feet; thence S 4°53'30" W, 115.61 feet to the Northerly right-of-way of Fulton Street; thence N 85°06'30" W, along said Northerly right-of-way, 4.75 feet to said Easterly line of Lot 1, the point of beginning, containing 0.029 acres.

Parcel C (of Lot 1):

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows: Commencing at the Southwest corner of Lot 1, said Certified Survey Map No. 18353, the point of beginning; Thence N 85°06'38" W, 9.27 feet to the Westerly line of said Lot 2; thence N 14°50'00" W, along said Westerly line, 27.95 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 0°25'00" E and a chord distance of 52.61 feet and a radius of 100.00 feet; thence N 15°40'00" E, along said Westerly line, 11.22 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 19°54'00" E and a chord distance of 88.58 feet and a radius of 600.00 feet; thence N 24°08'00" E, along said Westerly line, 41.24 feet to the Westerly line of said Lot 1; thence S 4°53'22" W, along said Westerly line, 18.24 feet; thence S 14°00'00" W, along said Westerly line, 100.00 feet; thence S 4°53'22" W, along said Westerly line, 97.31 feet to said Southwest corner of Lot 1, the point of beginning, containing 0.079 acres.

PINs: 291.2907.264.0969

[Legal descriptions of South Zone Lots continue on following page]

Lot 2

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $1^{\circ} 31' 45''$ E, 2155.38 feet to the point of beginning;

Thence N $4^{\circ} 52' 48''$ E, 170.97 feet; thence N $17^{\circ} 54' 14''$ W, 44.53 feet; thence N $85^{\circ} 07' 43''$ W, 93.19 feet to the Westerly line of said Lot 2; thence N $4^{\circ} 56' 02''$ E, along said Westerly line, 60.04 feet to the Northerly line of said Lot 2; thence N $66^{\circ} 22' 00''$ E, along said Northerly line, 43.50 feet; thence along said Northerly line and along the arc of a curve to the right having a chord bearing of N $84^{\circ} 45' 00''$ E and a chord distance of 94.61 feet and a radius of 150.00 feet; thence S $76^{\circ} 52' 00''$ E, along said Northerly line, 46.22 feet; thence along said Northerly line and along the arc of a curve to the left having a chord bearing of S $88^{\circ} 26' 00''$ E and a chord distance of 20.05 feet and a radius of 50.00 feet; thence N $80^{\circ} 00' 00''$ E, along said Northerly line, 40.96 feet to the Easterly line of said Lot 2; thence S $4^{\circ} 52' 17''$ W, along said Easterly line, 314.48 feet; thence N $85^{\circ} 07' 43''$ W, 126.37 feet to the point of beginning, said parcel containing 1.115 acres.

PIN: Part of 291-2907-253-0641

Lot 3

Part of Lot 2 of Certified Survey Map No. 19069 recorded in the Office of Register of Deeds for Marathon County as Document No. 1845587, being part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 25, and part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, except that portion lying Southerly of the following described line:

Commencing at the Northwest corner of said Lot 2; thence S $26^{\circ} 39' 22''$ E, along the Westerly line of said Lot 2, 31.84 feet; thence S $4^{\circ} 25' 04''$ E, along the Westerly line, 212.33 feet; thence N $85^{\circ} 34' 56''$ E, along the boundary of said Lot 2, 120.91 feet to the beginning of said line; Thence continuing N $85^{\circ} 34' 56''$ E, 25.15 feet to the Easterly line of said Lot 2 and the end of said line; said parcel containing 1.393 acres.

PIN: Part of 291-2907-253-0643

Lot 4

Lot 1 of Certified Survey Map No. 19069 recorded in the Office of Register of Deeds for Marathon County as Document No. 1845587, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, said parcel containing 1.345 acres.

PIN: 291-2907-264-0968

[End of South Zone Lots]

EXHIBIT D-2

NET SQUARE FOOTAGE AND OWNERSHIP UNITS OF LOTS

North Zone Lots

<u>Lot</u>	<u>Acreage</u>	<u>Units (% of total)</u>	<u>% of Zone</u>
Lot 5	0.884 acres	12.5 Units (12.5%)	37.7% of North Zone
Lot 6	0.570 acres	8.0 Units (8.0%)	24.3% of North Zone
Lot 7	0.471 acres	6.6 Units (6.6%)	20.1% of North Zone
Lot 8	0.420 acres	5.9 Units (5.9%)	17.9% of North Zone
Totals:	2.346 acres	33.1 Units (33.1%)	100%

South Zone Lots

<u>Lot</u>	<u>Acreage</u>	<u>Units (% of total)</u>	<u>% of Zone</u>
Lot 1	0.888 acres	12.5 Units (12.5%)	18.7 % of South Zone
Lot 2	1.115 acres	15.7 Units (15.7%)	23.5 % of South Zone
Lot 3	1.393 acres	19.7 Units (19.7%)	29.4 % of South Zone
Lot 4	1.345 acres	19.0 Units (19.0%)	28.4 % of South Zone
Totals:	4.742 acres	66.9 Units (66.9%)	100%

Lot Totals (both zones): 7.088 acres; 100.0 Units

EXHIBIT B-1

TEMPORARY CONSTRUCTION EASEMENT

[To be attached.]

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS INDETURE made this ____ day of _____, 2022, by and between the CITY OF WAUSAU, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Grantor, and RIVERLIFE CONDOS, LLC, Grantee;

WITNESSETH:

That, pursuant to Section 3(f) of the Development Agreement, dated October 30, 2020, as amended (the "Development Agreement"), between Grantor and Grantee with respect to the Property as described therein, and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a temporary easement and right-of-way and right to enter upon the Easement Area as hereinafter described at any time to allow Grantee to receive delivery of, and the temporary storage of, building materials other than soils, and other items related to the Project as defined in the Development Agreement.

This temporary easement ceases upon 60 days following Project Completion (as defined in the Development Agreement), or July 15, 2023, whichever is earlier.

The Easement Area is described as follows:

Part of Lot 2 of Certified Survey Map No. 19069 recorded in the Office of Register of Deeds for Marathon County as Document No. 1845587, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

The Westerly 120 feet of the Northerly 260 feet of said Lot 2.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss or claim which may arise from the existence, use, and/or maintenance of the easement granted herein. No buildings or structures shall be constructed upon or across the Easement Area by Grantee.

Grantee shall repair any damage caused by its use of the Easement Area if any; provided, however, that Grantee's repair obligation shall not extend to existing damage (whether or not currently known) that is merely discovered by its use of the Easement Area, except to the extent such damage is exacerbated due to Grantee's negligence or willful misconduct or that of its agents, contractors, subcontractors, invitees or employees.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall benefit the parties hereto and their respective successors and assigns.

Recording Area

Name and Return Address

City of Wausau Attorney's Office
407 Grant Street
Wausau WI 54403

PIN: 291.2907.253.0643

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of the day and year first above written.

CITY OF WAUSAU BY:

RIVERLIFE CONDOS, LLC BY:

Katie Rosenberg, Mayor

Mitch Viegut, Managing Member

Kaitlyn A. Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, the above named Katie Rosenberg, Mayor, and Kaitlyn A. Bernarde, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, the above Mitch Viegut, Managing Member of RIVERLIFE CONDOS, LLC to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of RIVERLIFE CONDOS, LLC.

Notary Public, Wisconsin
My commission: _____

This instrument was prepared by
Anne L. Jacobson, City Attorney
for the City of Wausau
407 Grant Street
Wausau, WI 54403-4783.

EXHIBIT B-2

WATERMAIN EASEMENT

[To be attached.]

EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2022, by and between, RIVERLIFE CONDOS, LLC, Grantor, and the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair a watermain which may be constructed through and under the lands hereinafter described.

The permanent easement and perpetual right of entry is described as follows:

Part of Lot 1 of Certified Survey Map No. 19069 recorded in the Office of Register of Deeds for Marathon County as Document No. 1845587, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Easterly-most corner of Lot 1, the point of beginning;

Thence S 85°34'56" W, along the boundary of said Lot 1, 120.91 feet to the Easterly line of said Lot 1; thence S 87°51'27" W, 127.24 feet to the Westerly line of said Lot 1; thence S 4°24'00" E, along said Westerly line, 40.03 feet; thence N 87°51'27" E, 126.46 feet; thence N 85°34'56" E, 85.94 feet to the Southeasterly line of said Lot 1; thence along said Southeasterly line and along the arc of a curve to the left having a chord bearing of N 37°23'09" E and a chord distance of 53.66 feet and a radius of 440.50 feet to said Easterly-most corner of Lot 1, the point of beginning.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims in any way arising out of, or resulting from or connected with the presence or operation of Grantee's facilities or equipment on Grantor's property or any activities or operations undertaken by Grantee under or in connection with this easement. Grantee further agrees that it will use good faith reasonable efforts to return the disturbed lands and surface improvements and landscaping subject to this easement to a similar condition which existed prior to the construction.

Except with Grantee's express written permission, no buildings or structures except surface improvements such as, but not limited to, asphalt pavement, sidewalk, curb and gutter, etc. shall be constructed upon or across the permanent easement lands; nor shall large trees be planted upon the permanent easement lands, but small trees and shrubs not exceeding approximately eight feet in height at maturity are permitted.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

Recording Area

Name and Return Address

City Attorney's Office
407 Grant Street
Wausau WI 54403

PIN: 291-2907-264-0968

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, this agreement has been duly executed the day and year first above written.

RIVERLIFE CONDOS, LLC BY:

CITY OF WAUSAU BY:

Mitch Viegut, Managing Member

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, the above named Katie Rosenberg, Mayor, and Kaitlyn A. Bernarde, Clerk for the City of Wausau, 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 OF MARATHON)

Personally came before me this _____ day of _____, 2022, the above named Mitch Viegut, Managing Member of Riverlife Condos, LLC., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

This instrument was drafted by
Anne L. Jacobson, City Attorney
for the City of Wausau
407 Grant, Street
Wausau WI 54403-4783

EXHIBIT B-3

IRRIGATION AND ELECTRICAL EASEMENT

[To be attached.]

EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2022, by and between, RIVERLIFE CONDOS, LLC, a Wisconsin limited liability company, Grantor, and the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair irrigation and electrical infrastructure which may be constructed through and under the lands hereinafter described.

The permanent easement and perpetual right of entry is described as follows:

Part of Lot 1 of Certified Survey Map No. 19069 recorded in the Office of Register of Deeds for Marathon County as Document No. 1845587, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

The Westerly 10 feet of said Lot 1.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims in any way arising out of, or resulting from or connected with the presence or operation of Grantee's facilities or equipment on Grantor's property or any activities or operations undertaken by Grantee under or in connection with this easement. Grantee further agrees that it will use good faith reasonable efforts to return the disturbed lands and surface improvements and landscaping subject to this easement to a similar condition which existed prior to the construction.

Except with Grantee's express written consent, no buildings, structures or surface improvements such as, but not limited to, asphalt pavement or sidewalk shall be constructed upon or across the permanent easement lands; nor shall large trees be planted upon the permanent easement lands, but small trees and shrubs not exceeding approximately eight feet in height at maturity are permitted.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

Recording Area

Name and Return Address

City Attorney's Office
407 Grant Street
Wausau WI 54403

PIN: Part of 291-2907-264-0968

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this agreement has been duly executed the day and year first above written.

RIVERLIFE CONDOS, LLC BY:

CITY OF WAUSAU BY:

Mitch Viegut, Managing Member

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, the above named Katie Rosenberg, Mayor, and Kaitlyn A. Bernarde, Clerk for the City of Wausau, 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 OF MARATHON)

Personally came before me this _____ day of _____, 2022, the above named, Mitch Viegut, Managing Member of Riverlife Condos, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

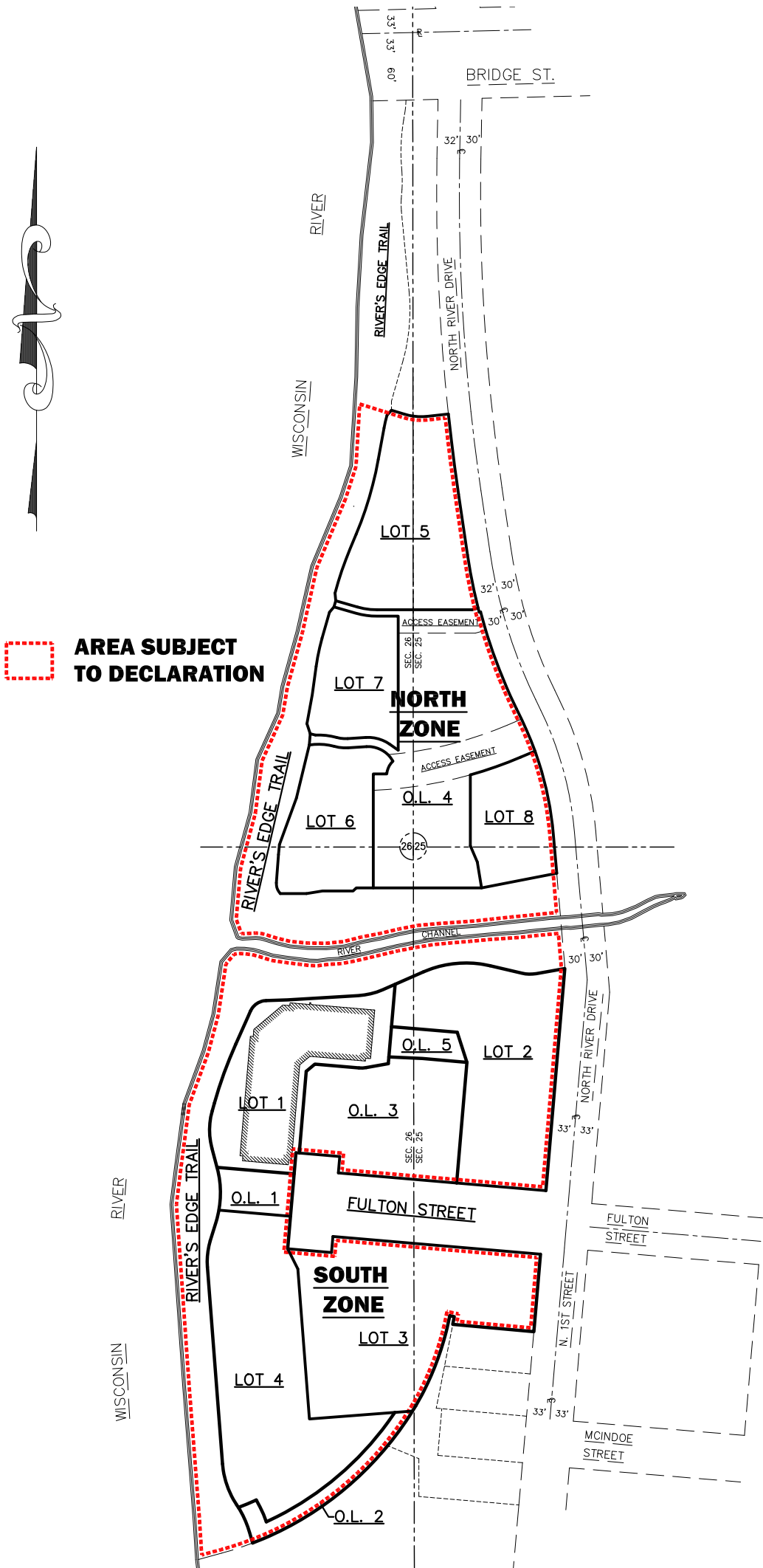
Notary Public, Wisconsin

My commission expires: _____

This instrument was drafted by
Anne L. Jacobson, City Attorney
for the City of Wausau
407 Grant, Street
Wausau WI 54403-4783

EXHIBIT MAP

PART OF SECTIONS 25 AND 26, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU,
MARATHON COUNTY, WISCONSIN.

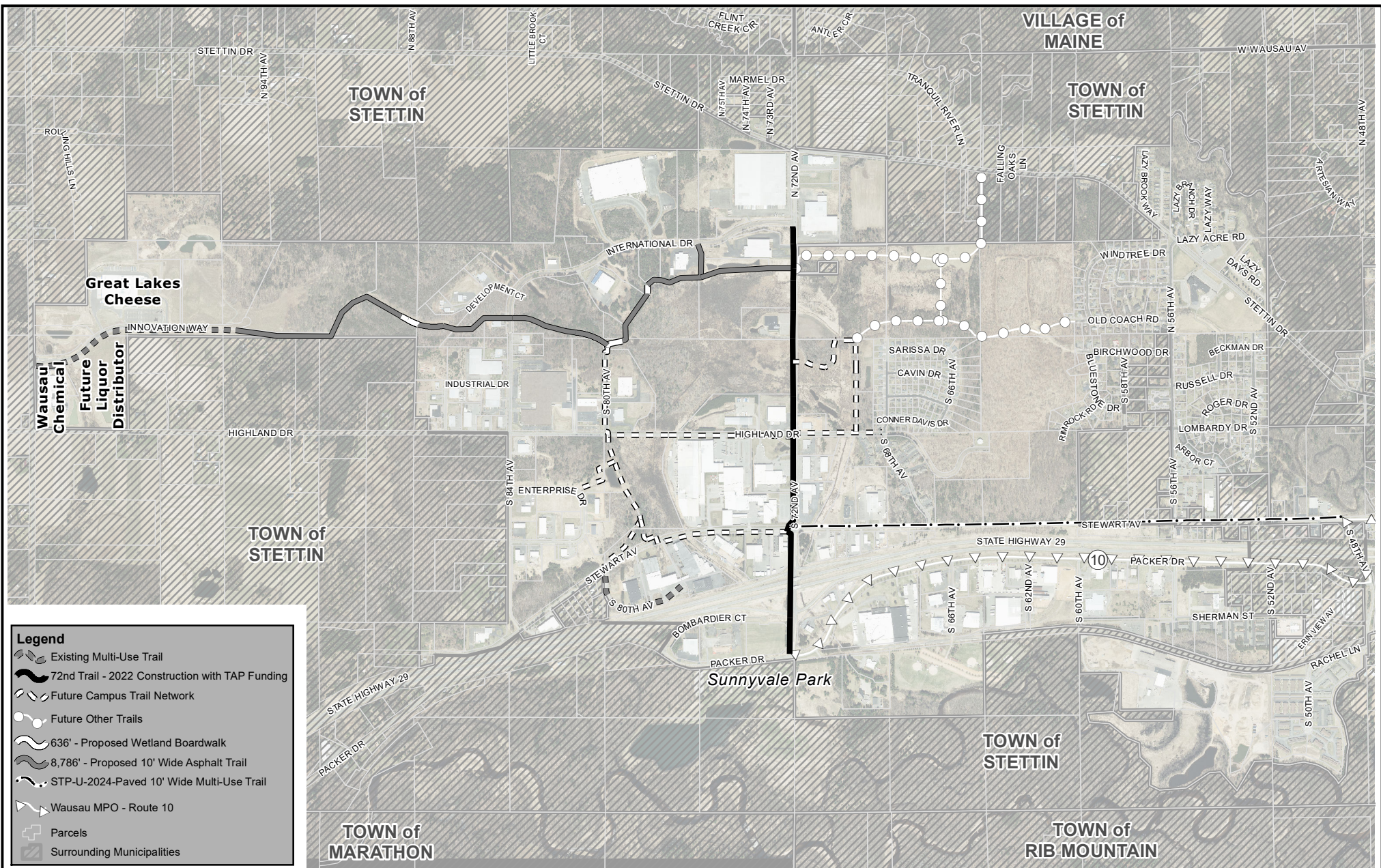


 **AREA SUBJECT TO DECLARATION**



SCALE IN FEET

0 50 100 200



Legend

- Existing Multi-Use Trail
- 72nd Trail - 2022 Construction with TAP Funding
- Future Campus Trail Network
- Future Other Trails
- 636' - Proposed Wetland Boardwalk
- 8,786' - Proposed 10' Wide Asphalt Trail
- STP-U-2024-Paved 10' Wide Multi-Use Trail
- Wausau MPO - Route 10

- Parcels
- Surrounding Municipalities

NOTES:

1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
3. MAP FEATURES DEVELOPED FROM APRIL 2010 AERIAL PHOTOGRAPHY.
4. AERIAL PHOTO SHOWN HEREON FLOWN APRIL, 2020.

WAUSAU BUSINESS CAMPUS TRAIL

CITY OF WAUSAU

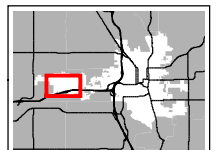
Marathon County, Wisconsin



0 425 850 1,700 Feet

Map Date: January 25, 2022

Map Location



CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

**RESOLUTION OF THE
ECONOMIC DEVELOPMENT COMMITTEE**

Approving the WisDOT Transportation Alternatives Program (TAP) grant application to create a section of the Business Campus Trail system between 72nd Avenue and Innovation Way.

Committee Action:

Fiscal Impact: If grant is not awarded: none
 If grant is awarded: future commitment of 20% of approved construction costs (\$152,641 local share estimate), design costs (\$27,475 local share estimate), and state review fees (\$4,579 estimate) between 2024 and 2026. Total project cost estimated at \$1,021,929.

File Number:

Date Introduced: April 12, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$204,386</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☒ No ☐	<i>Amount: \$817,543</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the Wisconsin Department of Transportation has made Transportation Alternatives Program (TAP) grant funding available for the 2022-2026 grant cycle; and

WHEREAS, the TAP grants are awarded to communities to improve alternative transportation infrastructure; and

WHEREAS, the Wausau business campus is growing and the City has planned for improvements to the business campus to ensure that jobs are retained and expanded; and

WHEREAS, there are very limited bicycle and pedestrian accommodations east to west in the business campus; and

WHEREAS, the proposed segment of trail would be an alternative to Highland Drive in connecting the eastern and western sections of the business campus; and

WHEREAS, the development of bicycle and pedestrian trails would enhance the environment for

employees, businesses and visitors to the Wausau Business Campus, and improve the transportation options and connectivity for employees of the business campus; and

WHEREAS, the proposed project is part of the Business Campus Trail Conceptual Master Plan; and

WHEREAS, the segment of trail on 72nd Avenue from International Drive to Packer Drive has been awarded TAP funding and is scheduled for construction in 2022; and

WHEREAS, the city's Bicycle and Pedestrian Advisory Committee reviewed the proposed project and is supportive of the plan; and

WHEREAS, the City has received letters of support of the business campus trail system from businesses in the business campus; and

WHEREAS, the Transportation Alternative Program (TAP) of the Wisconsin Department of Transportation would cover up to 80% of approved project costs; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby supports the proposed project of the Business Campus Trail, from 72nd Avenue to Innovation Way; and

BE IT FURTHER RESOLVED that the Common Council supports the application of this project to the Wisconsin Department of Transportation's 2022-2026 Transportation Alternative Program, including local cost share requirements of the program.

Approved:

Katie Rosenberg, Mayor

To: Economic Development Committee
From: Liz Brodek, Development Director
Date: April 6, 2022
Re: Second Amendment to WOZ Development Agreement



This Second Amendment to the City's Development Agreement with Wausau Opportunity Zone (WOZ) is coming before this Committee today because WOZ is trying to clean up title to the property as they prepare for redevelopment. There are no specific developments being proposed at this time.

Before the Common Council can consider approving this Second Amendment to the Development Agreement, there are several entities that will need to repeal various interests in the property, including Wausau Water Works (WWW), Transit Commission, and the Community Development Authority (CDA). Department staff is aiming to get this Second Amendment to the Development Agreement considered before Council at the earliest opportunity, which we anticipate being May 10, 2022. While all entities that must repeal their interests prior to Council consideration were slated to meet in April, the election cycle complicated these regular meetings as new Council members are seated April 19, 2022, and appointments take place a week afterward. WWW meets April 6, 2022, immediately following this Economic Development Committee meeting. The CDA just arranged a Special Meeting on April 12, 2022. Staff has been in communication with the Transit Director and Commission Chair about arranging a special meeting. We are working for every entity to meet in April to ensure that the Second Amendment to the WOZ Development Agreement can be considered at Common Council on May 10, 2022.

Some provisions of note in the Second Amendment to the Development Agreement with WOZ:

- Replaces the ground and air rights lease with specific agreements to go forward. This will be a condo structure for Parking Lot 1 and the remainder of that block given the concept of vertical ownership (i.e. building(s) over the parking structure). There is a need to retain flexibility for this block so that different development opportunities can be pursued.
- Provides for the deeding of land to the City to make the new streets, and the City's agreement to do so.
- Memorializes the current status of the DNR case and requirements relating thereto. It also confirms, but does not expand, the City's current obligations with respect to contaminated soils.
- Provides for a deadline to demolish the JC Penney's building.
- Clarifies that the City has the option in the future to cease operating one or both of the parking lots. WOZ has the opportunity to buy for \$1 if that happens.

To ensure all interests and concerns were addressed, the Second Amendment to the WOZ Development Agreement has been vetted by various departments at the City and WOZ since late January.

Staff recommends that the City approve the Second Amendment to the WOZ Development Agreement.

**SECOND AMENDMENT TO
PURCHASE AND DEVELOPMENT AGREEMENT
(Wausau Center Mall)**

THIS SECOND AMENDMENT TO PURCHASE AND DEVELOPMENT AGREEMENT (this “Amendment”) is made as of the ____ day of _____, 2022 (the “Effective Date”), by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation (the “City”), **GREATER WAUSAU PROSPERITY PARTNERSHIP, LTD.**, a Wisconsin non-stock corporation formerly known as Wausau Area Chamber Foundation, Inc., and organized under Chapter 181 of the Wisconsin statutes (“GWPP”), and **WAUSAU OPPORTUNITY ZONE, INC.**, a Wisconsin corporation organized under Chapter 180 of the Wisconsin statutes (“Developer”).

RECITALS

WHEREAS, the City and Developer entered into that certain Purchase and Development Agreement with an effective date of January 17, 2020 (the “Original Development Agreement”), with respect to Developer’s acquisition and development of the Mall Property as described in the Development Agreement, as amended by the First Amendment to Purchase and Development Agreement dated January 27, 2021 (the “First Amendment,” which when taken together with the Original Development Agreement are referred to herein as the “Development Agreement”); and

WHEREAS, unless defined herein, capitalized terms shall have the meaning given thereto in the Development Agreement; and

WHEREAS, on or about February 4, 2020, the parties closed on the sale of certain portions of, and interests in, the Mall Property to Developer in accordance with the terms of the Development Agreement; commencing in the first quarter of 2020, Developer commenced the Tenant Relocation; commencing in the second quarter of 2020, Developer undertook the Demolition Work and City commenced the City Demolition and Construction work; and commencing in the second quarter of 2020, the parties undertook the Soil Management Plan; and

WHEREAS, as part of the Soil Management Plan, the Mall Property was designated as a remediation site by the Wisconsin Department of Natural Resources (“WDNR”) as BRRTS Case No. 02-37-587769 with facility ID 737053460 (the “DNR Case”) pursuant to which certain portions of the Demolition Work were modified to provide a cap for the Mall Property (the “Site Cap”) to obtain a so-called No Further Action status for the Mall Property (the “Site Cap Closure Plan”); and

WHEREAS, as contemplated in the Original Development Agreement, Developer presented a proposal to the City for the redevelopment of the Mall Property (the “Redevelopment Plan”), which Redevelopment Plan has been refined and updated to reflect additional street right of way requirements for the City and market interest in redevelopment opportunities presented to Developer, which refined plan is attached hereto as **Exhibit A**, and incorporated herein by reference (the “Updated Redevelopment Plan”); and

WHEREAS, in order to facilitate the Updated Redevelopment Plan, Developer is undertaking a plat of the Mall Property, a copy of which plat submittal is attached hereto as **Exhibit B**, and incorporated herein by reference (the “Mall Property Plat”); and

WHEREAS, in order to facilitate the Updated Redevelopment Plan and Mall Property Plat, certain land and air rights in the Mall Property Plat must be conveyed to Developer and certain land rights in the Mall Property must be dedicated to the City for public right of way; and

WHEREAS, in order to facilitate the Updated Redevelopment Plan, as work proceeds with redevelopment of the Mall Property, it is contemplated that the Site Cap will be removed in certain areas of the Mall Property to allow for construction of public streets, sidewalks and related improvements, as well as private building and related improvements, requiring the City and Developer to obtain post closure cap modification permission from the WDNR, which work will be undertaken in a coordinated and cohesive manner to facilitate cost-effective redevelopment; and

WHEREAS, in order to facilitate the Updated Redevelopment Plan, as work proceeds with redevelopment of the Mall Property, it is anticipated that the City will install temporary streets and sidewalks to facilitate the private development of portions of the Mall Property, and upon completion of such private development, the City will install its final of public streets, sidewalks and related improvements, which work will be undertaken in a coordinated and cohesive manner to facilitate cost-effective redevelopment, and

WHEREAS, the parties desire to amend and supplement the Development Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Definitions.

a. Any term used in this Amendment but not defined herein shall have the meaning assigned to that term in the Development Agreement. As used in this Amendment, the following terms shall have the following meanings:

b. “Ground and Air Rights Lease”, shall mean that certain Ground and Air Rights Lease, as amended and restated as of November 1, 1980 by and between the Redevelopment Authority of the City of Wausau (Landlord), and Wausau Joint Venture (Tenant), recorded in said Register’s office on December 31, 1980 in Micro-Record 324 on pages 989-1159, as Document No. 773864; and First Amendment to Ground and Air Rights Lease, dated as of February 1, 1981 and recorded in said Register’s office on April 6, 1981 in Micro-Record 329 on pages 120-129, as Document No. 776944; and Second Amendment to Ground and Air Rights Lease, dated as of March 1, 1982 and recorded in said Register’s office on September 14, 1982 in Micro-Record 351 on pages 191-235, as Document No. 793634; and Third Amendment to Ground and Air Rights Lease, dated as of October 1, 1982 and recorded in said Register’s office on December 9, 1982 in Micro-

Record 355 on page 838, as Document No. 797036; and Assignment and Assumption of Ground and Air Rights Lease dated as of March 24, 2011 and recorded in said Register's office on April 4, 2011, as Document No. 1593562; as referenced in that certain Affidavit Regarding Title Matters recorded in said Register's office on December 22, 2010, as Document No. 1586651; and the Fifth Amendment to Ground and Air Rights Lease between The City of Wausau, a Wisconsin municipal corporation and Wausau Opportunity Zone, Inc., a Wisconsin corporation, dated February 4, 2020 and recorded in said Register's office on February 6, 2020, as Document No. 1797471, as assigned to Wausau Opportunity Zone Inc., a Wisconsin corporation, by Assignment and Assumption of Ground and Air Rights Lease dated February 4, 2020 and recorded in said Register's office on February 5, 2020, as Document No. 1797400.

c. "Original Redevelopment Plan", as used herein shall mean the Redevelopment Plan, as Amended October 29, 1979 for the Down Shopping Center Redevelopment Project Area, recorded in the office of the Register of Deeds for Marathon County, Wisconsin, on February 8, 1980 in Micro-Record 309 on pages 545-581, as Document no. 762327; and amendment to the Redevelopment Plan recorded in said Registers office on December 31, 1980 in Micro-Record 324 on pages 726-728, as Document No. 773860, as referenced in that certain Affidavit Regarding Title matters recorded in said Register's office on December 22, 2010, as Document No. 1586651.

d. "Original Redevelopment Agreement", as used herein, shall mean the Redevelopment Agreement by and between the Redevelopment Authority of the City of Wausau Wisconsin and Wausau Joint Venture, dated as of October 30, 1979 and recorded in said Register's office on December 31, 1980 in Micro-Record 324 on pages 729-869, as Document No. 773861; and First Amendment to Redevelopment Agreement made as of May 12, 1980 and recorded in said Register's office on December 31, 1980 in Micro-Record 324 on pages 870-981, as Document No. 773862; and Second Amendment to Redevelopment Agreement made as of November 25, 1980 and recorded in said Register's office on December 31, 1980 in Micro-Record 324 on pages 982-988, as Document No. 773863; as referenced in that certain Affidavit Regarding Title matters recorded in said Register's office on December 22, 2010, as Document No. 1586651.

e. "Party Wall and Support Agreements", shall mean the agreements between Developer and City to memorialize the rights and obligations of City and Developer with respect to Parking Lot 1 Property and Parking Lot 2 Property and adjoining portions of the Mall Property in the forms attached hereto as **Exhibit C-1** (with respect to the Parking Lot 1 Property) and **Exhibit C-2** (with respect to the Parking Lot 2 Property).

f. "Penney's Ground and Air Rights Sublease", shall mean unrecorded Lease by and between Wausau Penney Investor Joint Venture and Wausau Joint Venture, as evidenced by Memorandum of Lease, dated as of November 1, 1980 and recorded in said Register's office on December 31, 1980 in Micro-Record 324 on pages 1160-1165, as Document No. 773865; and First Amendment to Penney Investor Air Rights Sublease, dated as of March 1, 1982 and recorded in said Register's office on September 14, 1982 in Micro-Record

351 on pages 287-302, as Document No. 793639; and Second Amendment dated January 1, 1983 and recorded in said Register's office on May 24, 1983 in Micro-Record 383 on pages 779-784, as Document No. 818678; and Agreement Re Nondisturbance, Attornment, Parking and Bus Service by and between the Redevelopment Authority of the City of Wausau and Wausau Penney Investor Joint Venture, dated as of November 1, 1980 and recorded in said Register's office on December 31, 1980 in Micro-Record 325 on pages 44-80, as Document No. 773870; and First Amendment to Agreement Re Nondisturbance, Attornment, Parking and Bus Service between Redevelopment Authority and Wausau Penney Investor, dated as of March 1, 1982 and recorded in said Register's office on September 14, 1982 in Micro-Record 351 on pages 303-313, as Document No. 793640; and Assignment and Assumption of Air Rights Sublease dated as of March 24, 2011 and recorded in said Register's office on April 4, 2011, as Document No. 1593563, as assigned to Wausau Opportunity Zone Inc., a Wisconsin corporation, by Assignment and Assumption of Air Rights Sublease, dated February 4, 2020 and recorded in said Register's office on February 5, 2020, as Document No. 1797401.

2. Repeal of Original Redevelopment Plan. City and Developer agree that the Original Redevelopment Plan is no longer applicable to the Mall Property. City hereby repeals the Original Redevelopment Plan and shall undertake all further action, including but not limited to adoption of such repeal by recordable resolution, to repeal the Original Redevelopment Plan. Developer hereby acknowledges and agrees to such repeal and will cooperate with City regarding any reasonable requests to carry the publication and adoption of such resolution. The City's repeal of the Original Redevelopment Plan is conditioned upon the consent/ratification of such repeal by the City of Wausau Community Development Authority ("CDA").

3. Termination of Original Redevelopment Agreement. The Developer, as successor to Wausau Joint Venture, and City, as successor to the Redevelopment Authority of the City of Wausau, Wisconsin hereby agree that the Original Redevelopment Agreement is terminated and of no further force and effect. Developer and City will cooperate and use commercially reasonable efforts to memorialize and publish such termination. The City's termination of the Original Redevelopment Agreement is conditioned upon the consent/ratification of such termination by the CDA as well as the City of Wausau Transit Commission and the City of Wausau Utility Commission.

4. Party Wall and Support Agreements. The parties hereto shall execute and deliver the Party Wall and Support Agreements concurrently with the execution and delivery of this Amendment. Upon the declaration of the condominium contemplated in Section 15, the City and Developer agree to undertake modifications or the termination of the Party Wall Support Agreement with respect to Parking Lot 1 if it is determined that the condominium declaration provides for substantially similar rights and duties between the parties.

5. Termination of Ground and Air Rights Lease. The Developer, as successor to Wausau Joint Venture, and City, as successor to the Redevelopment Authority of the City of Wausau, Wisconsin hereby agree that the Ground and Air Rights Lease will be terminated and of no further force and effect upon the execution and delivery of the Party Wall and Support

Agreements. If requested by Developer, City will convey any remaining interest City may have in the Mall Property as may have arisen pursuant to the Ground and Air Rights Lease to Developer by quit claim deed; provided, however, that such conveyance shall be subject to the terms and conditions of the Party Wall and Support Agreements and the declaration of the condominium contemplated herein; and provided further that, for avoidance of doubt, such conveyance shall not affect the conveyances to the City pursuant to the ROW Dedication discussed below.

6. Termination of Penney's Ground and Air Rights Sublease. The Developer, as successor to Wausau Penney Investor Joint Venture and Wausau Joint Venture, and City, as successor to the Redevelopment Authority of the City of Wausau, Wisconsin hereby agree that the Penney's Ground and Air Rights Sublease will be terminated and of no further force and effect upon execution and delivery of the Party Wall and Support Agreements, provided, however, that the City makes no representation or determination that the City and Developer are all necessary parties to join in such termination.

7. Amendments to Development Agreement. The Development Agreement is hereby amended as follows:

a. "Demolition Work Completion Deadline", as used in the First Amendment is hereby deleted in its entirety and replaced by the following:

"Demolition Work Completion Deadline" shall mean, as it pertains to the demolition and removal of the Air Rights Improvements from the Air Rights Parcel by December 31, 2027; and as it pertains to the other remaining Demolition Work, a date which is not more than thirty (30) days after the completion of all redevelopment of Blocks B, C, D, and E as depicted in the Updated Redevelopment Plan and the final completion of the work pursuant to the Final Street Plans (as defined in this Second Amendment to the Purchase and Development Agreement), with the understanding between the parties that no additional post closure cap modifications will be sought from the WDNR.

b. *Demolition Work.* The Demolition Work and City Demolition and Reconstruction Work are hereby modified to the extent necessary to comply with the Site Cap Closure Plan and any subsequent post closure modifications thereto as approved by WDNR.

c. *Developer ROW Dedication.* Subsection 2.h. of the First Amendment is hereby deleted in its entirety. Any use of or references to the term ROW Dedication as used in the First Amendment shall be deemed to use the term ROW Dedication as contained in this Second Amendment to the Purchase and Development Agreement.

d. *City Street Construction.* Section 2.i, of the First Amendment is hereby deleted in its entirety.

8. Conveyances to City. Within a reasonable time following the final approval, acceptance and recordation of the Mall Property Plat (the "ROW Dedication Deadline"), if not otherwise

accomplished pursuant to applicable law, Developer will convey to the City Outlot 5, Outlot 7, and Outlot 8 in the Mall Property Plat (the “ROW Dedication”). The conveyances included in the ROW Dedication are anticipated to encompass approximately 138,908 square feet, of which Developer’s portion includes approximately 130,119 square feet. The ROW Dedication shall be for purposes of constructing and operating new streets, sidewalks and utilities in extensions of 2nd Street, 3rd Street, Jackson Street, and Washington Street, and remnant portions of 1st and Forest Streets, as well as use by the City in conjunction with the ownership and operation of Parking Lot 2. The ROW Dedication will be by special warranty deed, free from any liens arising through Developer. Property taxes for the lands included in the ROW Dedication shall be prorated as of the day prior to the dedication, Developer will receive a credit or payment for the remaining tax obligation for the year of the ROW Dedication, and Developer will be responsible for payment of the property taxes on the ROW Dedication for the year of dedication.

9. Completion of Streets. Within a reasonable time following the ROW Dedication, the City will proceed to finalize conceptual design of the new streets, sidewalks in the extensions of 2nd Street, 3rd Street, Jackson Street, and Washington Street (the “Final Street Plans”), which shall be subject to revision, in consultation with Developer from time to time based on the actual redevelopment that takes place pursuant to the Updated Redevelopment Plan. The City will contemporaneously design and construct temporary roadways within the newly dedicated portions of 2nd Street, 3rd Street, Washington Street, and Jackson Street and design and construct all utilities in the extensions of 2nd Street, 3rd Street, Jackson Street, and Washington Street while construction on the parcels identified as Lot 4 and Lot 5 in the Mall Property Replat is undertaken and completed and the refacing of the HOM Parcel is completed (the “Temporary Street and Utility Plans”). The City shall actively and continuously (subject to prudent construction planning and implementation and taking into account seasonal limitations, to facilitate cost-effective redevelopment) work on such projects until completion. Upon the completion of the construction or redevelopment of Blocks A, B, C, D, and E as contemplated in the Updated Redevelopment Plan, the City will within twelve (12) months thereof proceed to implement the construction of the streets, sidewalks, and utilities within all the dedicated rights of way pursuant to the Final Street Plans. The City shall actively and continuously work on such projects until completion (subject to prudent construction planning and implementation and taking into account seasonal limitations, to facilitate cost-effective redevelopment).

10. Conveyances to Developer. Contemporaneously with the ROW Dedication, City will convey to Developer the parcels identified as Lot 1 (or a condominium unit that contains such Lot 1) and Outlot 3, as well as the City’s interest, if any, in Outlot 1 depicted in the Mall Property Plat (or a condominium unit that contains such Lot 1) (collectively, the “City Conveyances”) for \$1.00, all of which conveyances shall be by quit claim deed and subject to all matters of record. Developer may obtain title insurance for such properties, at its sole cost, and City shall cooperate with all reasonable requests of Developer for purposes of obtaining the issuance of such policy and removal of any title encumbrances identified therein. Developer shall bear all costs associated with the recoding and closing of this conveyance (other than preparation of the deed, which shall be borne by City). Developer shall record a memorandum of the Development Agreement immediately after the deed, and the City Conveyances property shall, upon transfer to Developer, be deemed part of the Property for the purposes of the ongoing

covenants of the Development Agreement. DEVELOPER ACKNOWLEDGES AND AGREES THAT DEVELOPER IS ACCEPTING THE CITY CONVEYANCES PROPERTY ON AN “AS-IS WITH ALL FAULTS” BASIS AND THAT DEVELOPER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE CONDITION OF THE CITY CONVEYANCES PROPERTY.

11. Mall Property Environmental Investigation. City and Developer acknowledge that City and Developer have retained REI Engineering, Inc. (“Engineer”) to undertake further site investigation with respect to portions of the Mall Property currently owned by City but are intended to be conveyed to Developer as part of the City Conveyances.

12. Soil Management Plan. The City and Developer acknowledge and agree that they have developed and implemented a soil management plan with respect to the Mall Property to the address the DNR Case closure requirements for contaminated soil management at the Mall Property. Case closure of the DNR Case is anticipated to occur within sixty (60) days of the Effective Date. Pursuant to the indemnification obligations of City in the Development Agreement, City, at its cost, will continue to (a) cause Engineer to undertake all soil testing and reporting with respect to any soils that are exposed as part of any Site Cap removal, and (b) undertake all legally required contaminated soil handling, removal and disposal from the Mall Property. For purposes of clarity, Developer will be responsible for the cost of any desired removal/disposal/excavation of uncontaminated soil for areas owned by Developer, and Developer shall offer such uncontaminated soil to the City (free of charge) if Developer is otherwise disposing off-site. The Developer may elect to either have City enter directly into one or more agreements to handle its obligations in this regard or enter into one or more agreements to address City’s obligations and thereafter have City reimburse Developer on demand for all costs and expenses incurred in undertaking City’s obligations.

13. Site Cap Closure Plan Modifications, Compliance Documentation, and Report Submittals. Pursuing and obtaining any post closure cap plan modifications for the Site Cap under the DNR Case, along with maintaining recordkeeping to document compliance with any WDNR required soil management plans/site post closure plan cap modification plans and submittal of any required reports to WDNR for such plans, will be undertaken by the party that owns the land upon which the Site Cap sought to be modified or removed is located. For purposes of clarity, GWPP and Developer will be responsible for and bear the cost of Site Cap Closure Plan modifications, compliance documentation and report submittals for areas owned by Developer and the City will be responsible for and bear the cost of Site Cap Closure Plan modifications, compliance documentation and report submittals for the lands owned by City. GWPP, Developer and City will work cooperatively and will use commercially reasonable efforts to coordinate removal of the Site Cap pursuant to any party’s Site Cap Closure Plan modification, to allow for subsurface testing, soil handling and removal, and clean fill replacement as needed when the anticipated construction of the new facilities within Blocks A, B, C, D, and E of the Updated Redevelopment Plan and the City street and right of way projects.

14. Site Cap Removal and Excavation Activities. The City, GWPP and Developer acknowledge and agree that certain redevelopment activities are anticipated to occur first within Lot 4 of the Mall Property Plat and second within Lot 5 of the Mall Property Plat (the “Initial Redevelopment Projects”). It is anticipated that these Initial Redevelopment Projects will include the excavation of portions of these lots for purposes of construction of buildings with underground parking facilities. Such excavation activities will further require excavation of portions of the rights of way of the newly dedicated Washington, 3rd and Jackson Streets (as such streets are anticipated to be constructed pursuant to ROW Dedication), the cost of which shall be borne by Developer, regardless of whether such activities are within lands subject to the right-of-way, except for costs associated with any legally required contaminated soil handling, removal and disposal from such areas, the cost of which shall remain the responsibility of the City. Developer shall offer excavated uncontaminated soil to the City (free of charge) if Developer is otherwise disposing off-site. City hereby agrees to timely provide GWPP and Developer a temporary construction and excavation license to enter into such rights of way for such construction and related purposes upon receipt of project plans and other information reasonably requested by the City, subject to standard terms and conditions of such a license agreement. Notwithstanding the preceding portions of this subsection, City, GWPP, and Developer agree to work collaboratively and in good faith to establish efficient timelines, procedures and protocols to allow for (a) the removal of the Site Cap for such Initial Redevelopment Projects, (b) the removal of the Site Cap within the adjoining rights of way, (c) the testing of soils within the areas of Site Cap removal, (d) the excavation, handling, removal and disposal of any contaminated soils in the areas of Site Cap removal, (e) the replacement with clean fill within the areas of Site Cap removal, (f) the replacement of Site Cap in the areas of Site Cap removal with such materials as required by any approved post closure Site Cap modification plans, and (g) the retention and completion of documentation required to demonstrate compliance with and the submittal of any required reports to the WDNR as required by the approved soil management/site cap post closure modification plans for these activities; subject, in each case, to the cost allocations set forth herein.

15. Declaration of Condominium. The parties acknowledge and agree that the area of the Mall Property that held the former JC Penney department store and Parking Lot 1 need to be converted to the condominium form of ownership to facilitate further redevelopment. The City will work cooperatively with Developer to declare a condominium form of ownership for the parcels of property and air rights above them identified in the Mall Property Plat as “AIR RIGHTS” (the “Additional Air Rights Parcel”), Lot 1, Lot 2, Outlot 1, Outlot 2, and Outlot 6 as well as the Air Rights Parcel (as defined in the Original Development Agreement). The condominium will be declared by Developer and joined by City, at Developer's cost, concurrently the recording of the Mall Property Plat as a final plat. Subject to further review and refinement, individual units of the condominium are currently contemplated to contain parcels and be designated generally as follows: (a) Parking Lot 1 and Outlot 6 of the Mall Property Plat as the parking lot unit, (b) Lot 1 of the Mall Property Plat as a numbered redevelopment unit, (c) the Additional Air Rights Parcel as a numbered redevelopment unit, and (d) The Air Rights Parcel as a numbered redevelopment unit. As the condominium planning is further refined, it is anticipated that all or a portion of one or more of Lot 2 (excluding Parking Lot 1), and Outlots 1, 2 and 6 of the Mall Property Plat may be declared as common elements and/or limited common

elements of the condominium. The declaration of this condominium will reserve to Developer (as declarant) the right to modify the boundaries of all units anticipated to be utilized for the redevelopment of Block A and Block B of the Updated Redevelopment Plan, including, without limitation, amending one or more condominium unit boundaries to include the Additional Air Rights Parcel; provided, however, that, so long as the City owns the condominium unit declared for Parking Lot 1, such changes shall not materially interfere with the operation of Parking Lot 1 by the City or the appurtenant rights benefiting Parking Lot 1 in the Party Wall Support Agreement for Parking Lot 1 (as may be memorialized in the condominium declaration).

16. Developer Option to Purchase the Additional Air Rights Parcel. Subject to and conditioned upon completion of the ROW Dedication, City hereby grants to Developer the option to purchase the Additional Air Rights Parcel (or the condominium unit declared to contain such Additional Air Rights Parcel) as generally contemplated as part of Block A in the Updated Redevelopment Plan (“Block A Development Project”). If such option is exercised by Developer, such sale shall pursuant to the same general terms and conditions stated in this Amendment with respect to the City Conveyances, including the following terms: (i) purchase price of \$1.00; (ii) quit claim deed by the City; (iii) AS-IS sale subject to all matters of record; (iv) recordation of a memorandum of the Development Agreement immediately after the deed; and (v) all costs of the transfer to be borne by Developer (transfer taxes, recording fees, title insurance costs, etc.). Upon transfer, such property shall be deemed part of the Property for the purposes of the ongoing covenants of the Development Agreement.

17. Parking Lot 1 Modifications. In conjunction with such Block A Development Project, Developer and City acknowledge that they may enter into one or more easement or similar agreements as Developer reasonably requests to carry out the project, including, but not limited to the right to modify portions of Parking Lot 1, provided such modifications do not materially interfere with the operation of Parking Lot 1 by the City and are completed, in consultation with the City, reasonable timing/phasing construction practices so as to reduce disruptions with such parking operation. The modifications contemplated in any such agreements will be subject to the prior approval of City, which shall not be unreasonably withheld, conditioned or delayed and will provide that Developer will bear the costs of such modifications and will provide indemnification to the City with respect to any such modifications. The parties contemplate that the rights granted Developer pursuant to this subsection may be assigned to and enforced by one or more purchasers of the Block A Redevelopment Project.

18. Pedestrian Easements. Developer and City anticipate that the redevelopment of Lot 1, Lot 2, the Additional Air Rights Parcel, and Lot 3 of the Mall Property Plat (or the condominium unit or units that a declared to contain these parcels) will require contemporaneous creation of one or more easements or similar conveyances for pedestrian and similar access rights with respect to such parcels. Additionally, Developer and City anticipate that the redevelopment of Lot 4 and Lot 5 of the Mall Property Plat may also require one or more easements or similar conveyances for pedestrian and similar access rights with respect to Lot 4 or Lot 5 of the Mall Property Plat. All such easements are subject to further refinement and City approvals, including, without limitation, any necessary approvals from the City of Wausau Plan Commission and the City's Capital Improvements and Street Maintenance Committee

19. Stormwater Management. Developer and City anticipate that the redevelopment of Lot 3 of the Mall Property Plat may include certain green space or similar components that will require contemporaneous creation of a stormwater management plan with associated easements or similar conveyances. Such plan/easements are subject to further refinement and City approvals, including, without limitation, any necessary approvals from the City of Wausau Plan Commission and the City's Capital Improvements and Street Maintenance Committee.

20. Parking Lot Purchase Options. For avoidance of doubt, the "Parking Lot 1 Parcel" in the context of the Parking Lot Purchase Option with respect to Parking Lot 1 shall include the following parcels identified in the Mall Property Plat: (i) Lot 2 and (ii) Outlot 6 (subject to any public dedications which may occur prior to the exercise of such option). Upon the declaration of this condominium contemplated by Section 15, City will grant to Developer the option to purchase the unit containing Parking Lot 1 on the same terms and conditions as the Parking Lot Purchase Option with respect to Parking Lot 1.

21. Miscellaneous.

a. No Other Amendments. Except as amended hereby, the Development Agreement is not otherwise amended and remains in full force and effect.

b. Further Assurances. GWPP, Developer and the City will further execute and deliver such other documents or instruments as may be necessary to carry out the intent of the contemplated amendments to the Development Agreement as stated in this Amendment.

c. No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City, GWPP or the Developer have any personal liability arising out of this Amendment, and no party shall seek or claim any such personal liability.

d. Severability. If any covenant, condition, provision, term or agreement of this Amendment is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Amendment will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

e. Captions and Interpretation. The captions of the articles and sections of this Amendment are to assist the parties in reading this Amendment and are not a part of the terms of this Amendment. Whenever required by the context of this Amendment, the singular includes the plural and the plural includes the singular.

f. Counterparts/Electronic Signature. This Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date first printed above.

DEVELOPER:

WAUSAU OPPORTUNITY ZONE, INC.

By: _____

Name: _____

Title: _____

GWPP:

GREATER WAUSAU PROSPERITY
PARTNERSHIP, LTD.

By: _____

Name: _____

Title: _____

THE CITY

CITY OF WAUSAU

By: _____

Katie Rosenberg, Mayor

Attest: _____

Name: Leslie M. Kremer, Clerk

EXHIBIT A

Updated Redevelopment Plan Conceptual Drawing

EXHIBIT B

Alexander Davis Plat (preliminary)

EXHIBIT C-1

Party Wall and Support Agreement for Parking Lot 1

EXHIBIT C-2

Party Wall and Support Agreement for Parking Lot 2

PRELIMINARY PLAT OF
ALEXANDER DAVIS PLAT
EXHIBIT B

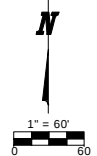
ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 17778, RECORDED IN VOLUME 86, ON PAGE 23, AS DOCUMENT NUMBER 1740752 AND PART OF CERTIFIED SURVEY MAP NUMBER 2264, RECORDED IN VOLUME 9, ON PAGE 49, AS DOCUMENT NUMBER 756295, BOTH FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, ALSO KNOWN AS BLOCKS 9, 10, 11, 12, 19, 20, 23, AND 24 OF THE ORIGINAL PLAT OF THE CITY OF WAUSAU, VACATED JACKSON STREET, VACATED WASHINGTON STREET, VACATED SECOND STREET AND VACATED FOURTH STREET; ALL LOCATED IN GOVERNMENT LOT 5 OF SECTION 35 AND GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

OWNER:
WAUSAU OPPORTUNITY ZONE INC.
2100 STEWART AVENUE
WAUSAU, WI 54401
715-574-7282

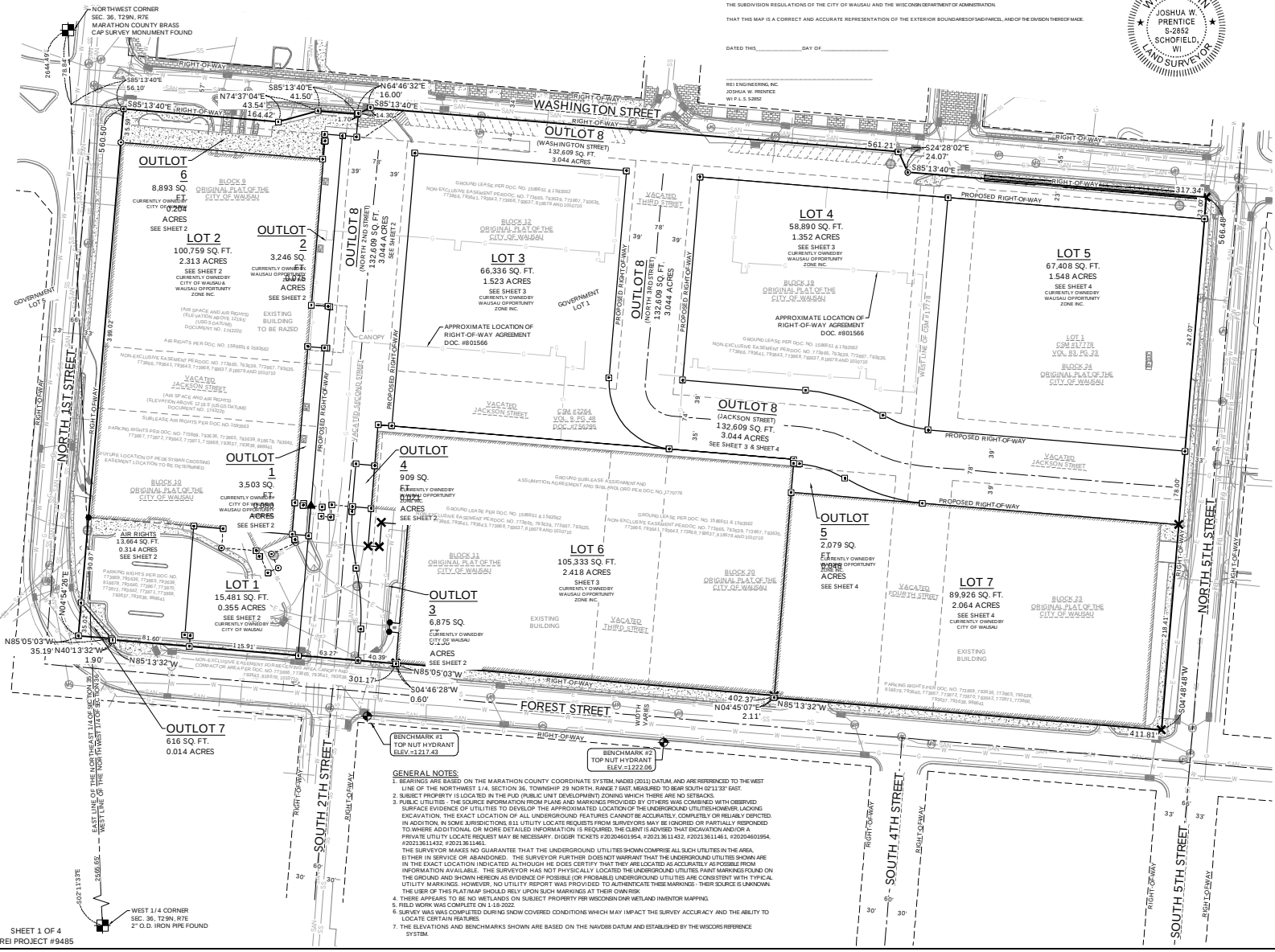
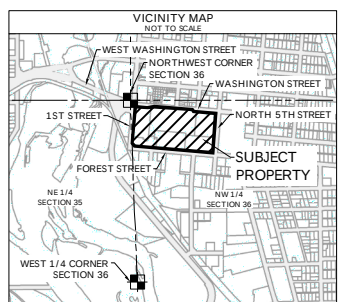
CITY OF WAUSAU
407 GRANT STREET
WAUSAU, WI 54403
715-261-6500

ENGINEER:
REI ENGINEERING
JIM BORYSENKO PE
4080 N. 20TH AVENUE
WAUSAU, WI 54401
715-675-9784

SURVEYOR:
REI ENGINEERING
JOSHUA W. PRENTICE WLS S-2852
4080 N. 20TH AVENUE
WAUSAU, WI 54401
715-675-9784



LEGEND	
	PK NAIL FOUND
	CHISELED "X" FOUND
	1 1/4 IN. O.D. IRON PIPE FOUND
	SET DRILL HOLE
	MEASURED BEARING/LENGTH
	STORM MANHOLE
	SANITARY SEWER MANHOLE
	ROOF DRAIN
	UTILITY VAULT
	TRANSFORMER
	STORM INLET
	STORM CATCH BASIN
	EXISTING PAVEMENT
	EXISTING CONCRETE
	EDGE OF ASPHALT
	CURBS AND GUTTERS
	UNDERGROUND FIBER OPTIC LINE
	UNDERGROUND GAS LINE
	UNDERGROUND TELEPHONE LINE
	UNDERGROUND ELECTRIC LINE
	WATER MAIN
	SANITARY SEWER
	STORM WATER
	MINOR CONTOUR
	MAJOR CONTOUR
	PROPERTY LINE



SURVEYOR'S CERTIFICATE
I, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT I HAVE SURVEYED, MARKED AND ORDERED A PARCEL OF LAND BEING PART OF CERTIFIED SURVEY MAP NUMBER 2264, RECORDED IN VOLUME 9, ON PAGE 49, AS DOCUMENT NUMBER 756295, AND BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 17778, RECORDED IN VOLUME 86, ON PAGE 23, AS DOCUMENT NUMBER 1740752, ALSO KNOWN AS BLOCKS 9, 10, 11, 12, 19, 20, 23, AND 24 OF THE ORIGINAL PLAT OF THE CITY OF WAUSAU AND VACATED JACKSON STREET, SECOND STREET AND VACATED FOURTH STREET; ALL LOCATED IN GOVERNMENT LOT 5 OF SECTION 35 AND GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF LAND SECTION 36, THENCE SOUTH 92°13'32" EAST, CONCURRENT WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 36, 78.84 FEET TO A POINT BEING THE WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET; THENCE SOUTH 85°13'40" EAST, CONCURRENT WITH SAID WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET 30.52 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET WITH THE SOUTH RIGHT-OF-WAY LINE OF NORTH 1ST STREET; ALSO BEING THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 12°12'45" CONCURRENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 164.42 FEET; THENCE NORTH 74°37'47" EAST, CONCURRENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 63.84 FEET; THENCE SOUTH 85°13'40" EAST, CONCURRENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 15.50 FEET; THENCE NORTH 84°48'27" EAST, CONCURRENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 16.50 FEET; THENCE SOUTH 85°13'40" EAST, CONCURRENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 30.34 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET WITH THE WEST RIGHT-OF-WAY LINE OF SOUTH 5TH STREET; THENCE SOUTH 84°48'27" WEST, CONCURRENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 56.61 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET WITH THE NORTH RIGHT-OF-WAY LINE OF FOREST STREET; THENCE NORTH 85°13'40" WEST, CONCURRENT WITH SAID NORTH RIGHT-OF-WAY LINE, 32.34 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET WITH THE NORTH RIGHT-OF-WAY LINE OF FOREST STREET; THENCE NORTH 85°13'40" WEST, CONCURRENT WITH SAID NORTH RIGHT-OF-WAY LINE, 45.37 FEET; THENCE SOUTH 85°13'40" WEST, CONCURRENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 16.50 FEET; THENCE NORTH 84°48'27" WEST, CONCURRENT WITH SAID NORTH RIGHT-OF-WAY LINE, 32.34 FEET; THENCE SOUTH 85°13'40" WEST, CONCURRENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 30.34 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET WITH THE WEST RIGHT-OF-WAY LINE OF SOUTH 5TH STREET; THENCE NORTH 84°48'27" WEST, CONCURRENT WITH SAID NORTH RIGHT-OF-WAY LINE, 56.61 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET WITH THE NORTH RIGHT-OF-WAY LINE OF FOREST STREET; THENCE NORTH 85°13'40" WEST, CONCURRENT WITH SAID NORTH RIGHT-OF-WAY LINE, 32.34 FEET; THENCE SOUTH 85°13'40" WEST, CONCURRENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 16.50 FEET TO SAID INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET WITH THE EAST RIGHT-OF-WAY LINE OF NORTH 1ST STREET, AND BEING THE POINT OF BEGINNING.

THAT THE ABOVE DESCRIBED PARCELS OF LAND CONTAIN 62823 SQUARE FEET, 1327 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP AT THE DIRECTION OF THE WAUSAU OPPORTUNITY ZONE INC., AGENT OF SAID PARCEL.

THAT SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS AND/OR OTHER RECORDS.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, WISCONSIN ADMINISTRATIVE CODE ACT AND THE SUBDIVISION REGULATIONS OF THE CITY OF WAUSAU AND THE WISCONSIN DEPARTMENT OF ADMINISTRATION.

THAT THIS MAP IS A CORRECT AND ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARIES, PARCELS, AND THE DIVISION THEREOF MADE.

DATED THIS _____ DAY OF _____, 2020.



GENERAL NOTES
1. BENCHMARKS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, HADSOB 2003 DATUM, AND ARE REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4, SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH 92°13'32" EAST.
2. SUBJECT PROPERTY IS LOCATED IN THE PLD PUBLIC UNIT DEVELOPMENT ZONING WHICH THERE ARE NO SETBACKS.
3. PUBLIC UTILITIES: THE SOURCE INFORMATION FROM PLANS AND MARKINGS PROVIDED BY OTHERS ARE NOT SETBACKS.
4. IN ADDITION TO SOME ADJUSTMENTS, ALL UTILITY LOCATOR REQUESTS FROM SURVEYORS MAY BE IGNORED OR PARTIALLY RESPONDED TO WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED. THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATOR REQUEST MAY BE NECESSARY. DIGGER TICKETS #20204601954, #20213611432, #20213611461, #20204601954, #20213611461, #20213611461.
5. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES PART MARKED FOUND ON THE GROUND AND SHOWN HEREON AS EVIDENCE OF POSSIBLE (OR PROBABLE) UNDERGROUND UTILITIES ARE CONSISTENT WITH TYPICAL UTILITY MARKINGS. HOWEVER, NO UTILITY REPORT WAS PROVIDED TO AUTHENTICATE THESE MARKINGS. THEIR SOURCE IS UNKNOWN. THE USER OF THIS PLAT MAP SHOULD RELY UPON SUCH MARKINGS AT THEIR OWN RISK.
6. THERE APPEARS TO BE NO WETLANDS ON SUBJECT PROPERTY PER WISCONSIN DNR WETLAND INVENTOR MAPPING.
7. FIELD WORK WAS COMPLETED ON 1-15-2020.
8. SURVEY WAS COMPLETED DURING SHOW COVERED CONDITIONS WHICH MAY IMPACT THE SURVEY ACCURACY AND THE ABILITY TO LOCATE CERTAIN FEATURES.
9. THE ELEVATIONS AND BENCHMARKS SHOWN ARE BASED ON THE NAVD83 DATUM AND ESTABLISHED BY THE WISCONSIN REFERENCE SYSTEM.

EXHIBIT C**EASEMENT AGREEMENT**

(Parking Lot 1)

THIS EASEMENT AGREEMENT (this “Agreement”) is made as of the ____ day of _____, 2022 (the “Effective Date”), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”) and WAUSAU OPPORTUNITY ZONE, INC., a Wisconsin corporation organized under Chapter 180 of the Wisconsin statutes (“Developer”).

RECITALS

WHEREAS, City is the owner of the Parking Lot Parcel 1 more fully described in **Exhibit A**, attached hereto and incorporated herein by reference (“Parking Lot Parcel 1”) upon which City has constructed, owns and operates a parking ramp facility officially designated as City Parking Lot 1 (“Parking Lot 1”); and

WHEREAS, Developer is the owner of the real property more fully described in **Exhibit B**, attached hereto and incorporates herein by reference (the “Former Mall Property”); and

WHEREAS, Developer is the owner of air rights above Parking Lot Parcel 1 more fully described in Exhibit B, attached hereto and incorporated herein by reference (the “Air Rights Parcel”) upon which is currently constructed a retail facility that formerly housed a J.C. Penney department store; and

WHEREAS, certain easements and similar rights were granted between the predecessor owners of Parking Lot Parcel 1 and Parking Lot 1 and the Air Rights Parcel pursuant to a Ground and Air Rights Lease Ground and Air Rights Lease, as amended and restated as of November 1, 1980 by and between the Redevelopment Authority of the City of Wausau (Landlord), and Wausau Joint Venture (Tenant), recorded in said Register’s office on December 31, 1980 in Micro-Record 324 on pages 989-1159, as Document No. 773864; and First Amendment to Ground and Air Rights Lease, dated as of February 1, 1981 and recorded in said Register’s office on April 6, 1981 in Micro-Record 329 on pages 120-129, as Document No. 776944; and Second Amendment to Ground and Air Rights Lease, dated as of March 1, 1982 and recorded in said Register’s office on September 14, 1982 in Micro-Record 351 on pages 191-235, as Document No. 793634; and Third Amendment to Ground and Air Rights Lease, dated as of October 1, 1982 and recorded in said Register’s office on December 9, 1982 in Micro-Record 355 on page 838, as

Document No. 797036; and Assignment and Assumption of Ground and Air Rights Lease dated as of March 24, 2011 and recorded in said Register's office on April 4, 2011, as Document No. 1593562; as referenced in that certain Affidavit Regarding Title Matters recorded in said Register's office on December 22, 2010, as Document No. 1586651; and the Fifth Amendment to Ground and Air Rights Lease between The City of Wausau, a Wisconsin municipal corporation and Wausau Opportunity Zone, Inc., a Wisconsin corporation, dated February 4, 2020 and recorded in said Register's office on February 6, 2020, as Document No. 1797471, as assigned to Wausau Opportunity Zone Inc., a Wisconsin corporation, by Assignment and Assumption of Ground and Air Rights Lease dated February 4, 2020 and recorded in said Register's office on February 5, 2020, as Document No. 1797400 (the "GARL"); and

WHEREAS, the GARL has been terminated by City and Developer contemporaneously the execution and delivery hereof with the understand and agreement that certain air rights, access and easements contained in the GARL will be conveyed between City and Developer as provided herein; and

WHEREAS, this Agreement is being entered into pursuant to the terms and conditions of a certain Purchase and Development Agreement dated as of January 17, 2020 between the City and Developer (as amended to date and as may be further amended from time to time, the "Development Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

Section 1. Easements for Existing Ground Utilities. City hereby grants to Developer and all those claiming through or under Developer the non-exclusive right, privilege and easement in, to, over, under and across Parking Lot Parcel 1 and Parking Lot 1, to reconstruct, use, maintain, repair and replace, all underground utility lines as are currently in existence on the date hereof that serve the Former Mall Property.

Section 2. Easements for Existing Signs and Construction. City hereby grants to Developer and all those claiming through or under Developer the non-exclusive right, privilege and easement (a) to install, use, maintain, repair and replace signs (which may be illuminated) within the Parking Lot Parcel 1 at their present locations as may in existence on the date hereof and at such other locations and of a design approved by City, which approval shall not be unreasonably withheld, for the purpose of identifying entrances to the Former Mall Property, Air

Rights Parcel and/or buildings thereon; and (b) to construct, install, use, maintain, repair and replace such roof, canopies and building overhangs, entrance arches, awnings, signing, lighting and other similar appurtenances to the building improvements of the Developer its lessees which overhang the Former Mall Property or Air Rights Parcel boundaries (hereinafter called “Building Projections”) as may reasonably be required for the maintenance and operation thereof.

Developer hereby expressly agrees to indemnify and hold the City harmless from all claims, liabilities, cost and expense, whether in connection with personal injury, property damage or otherwise, which result or arise out of the maintenance, repair or use of such, signs and Building Projections unless caused by the negligence or willful acts of City, or its guests or invitees.

Section 3. Easements for Existing Above-Ground Utilities and Services. City hereby grants to Developer and all those claiming through or under Developer the right, privilege and easement to reconstruct, install, use, maintain, repair and replace all such duct shafts, pipe chases and utility lines within such shafts and chases as exist on the date hereof through Parking Lot 1 for the purpose of serving the Air Rights Parcel. Developer hereby expressly agrees to repair, at its sole expense, any damage to Parking Lot 1 caused by Developer in installing, maintaining, repairing, replacing or using such duct shafts, pipe chases and utility lines, and the Developer hereby expressly agrees to maintain and repair or cause to be maintained and repaired such duct shafts, pipe chases and utility lines, and to indemnify and hold City harmless from all claims, liability, cost and expense, whether in connection with personal injury, property damage or otherwise, which result or arise out of the installation, maintenance, repair or use of such duct shafts, pipe chases and utility lines.

Section 4. Easements for Existing Air Rights Parcel Improvements. City hereby grants to Developer and all those claiming through or under Developer the right, privilege and easement to use, maintain, repair and replace all foundations and columns within Parking Lot 1, the third level of Parking Lot 1 and underlying land which may be required for the purpose of supporting the improvements existing on the date hereof constructed within the Air Rights Parcel, and Developer hereby expressly agrees to repair, at its sole expense, any damage to Parking Lot 1 caused by Developer in using, maintaining, repairing and replacing such foundations and columns or the third level of Parking Lot 1, and the Developer further agrees to indemnify and hold City harmless from all claims, liability, cost and expense, whether in connection with personal injury, property damage or otherwise; which result or arise out of the

use, maintenance, repair and replacement of such foundations and columns and the third level of Parking Lot 1, unless caused by the negligence or willful acts of the City or any of its guests or invitee, or its or their employees or agents (including contractors or subcontractors).

Section 5. Easements for Existing Elevator Improvements. Developer hereby grants to City and all those claiming through or under City, the non-exclusive right, privilege and easement, in common with Developer and all those claiming through or under Developer, to reconstruct, install, use, maintain, repair and replace the existing elevators and appurtenant equipment constructed within the Air Rights Parcel for the purpose of serving Parking Lot 1, and City hereby agrees to repair, at its solo expense, any damage to the Former Mall Property and improvements located within the Air Rights Parcel caused by the City in reconstructing, using, maintaining, repairing and replacing such elevators and appurtenant equipment, and the City further agrees to indemnify and hold Developer harmless from all claims, liability, cost and expense, whether in connection with personal injury, property damage or otherwise, which result or arise out of the reconstruction, use, maintenance, repair and replacement of such elevators and appurtenant equipment unless caused by the negligence or willful acts of Developer or any of its guests or invitee, or its or their employees or agents (including contractors or subcontractors). Although none is currently known, should the City or Developer later determine that additional improvements or equipment serving Parking Lot 1 exist within the Air Rights Parcel, the parties agree to cooperate in good faith to modify this easement to include such improvements and/or equipment as well.

Section 6. Easement for Access. So long as the City operates Parking Lot 1 as a parking lot open to the public, City hereby grants to Developer and all those claiming through or under Developer, the non-exclusive right, privilege and easement to use Parking Lot 1 for purposes of ingress to and egress from the Former Mall Property and Air Rights Parcel.

Section 7. Easements for Other Existing Access from Washington Street. City hereby grants to Developer and all those claiming through or under Developer, the non-exclusive right, privilege and easement to use the existing pedestrian ramp, stairway and roof-top of Parking Lot 1 adjacent to Washington Street for pedestrian ingress to and egress from the Air Rights Parcel and the improvements thereon. Developer shall be responsible, at Developer's expense, for maintaining, repairing and (as necessary) replacing such roof-top and any stairways or ramps which exclusively serve such roof-top or the Air Rights Parcel. Developer agrees to

indemnify and hold the City harmless from all claims, liability, cost and expense, whether in connection with personal injury, property damage or otherwise; which result or arise out of the use, maintenance, repair and replacement of such existing pedestrian ramp, stairway and rooftop, unless caused by the negligence or willful acts of the City or any of its guests or invitee, or its or their employees or agents (including contractors or subcontractors).

Section 8. Temporary License to Carry Out Rights. Each of the parties hereto hereby grants to the other party and to all others claiming through or under it the non-exclusive right, privilege and easement to enter upon the premises of the other party for the purpose of making such repairs to the improvements of the other party hereinbefore referred to in connection with the easements granted pursuant to this Agreement to the extent necessary for the purpose of preserving the building improvements of the party making such repairs; provided, however, that neither party or any others claiming through or under it shall exercise the foregoing right to enter and make repairs upon the premises of the other unless such other party fails to make such repairs within any period hereinafter specified for making such repairs or, in the absence of a specified period, within a reasonable period after receipt of notice specifying the nature of the required repairs.

Section 9. Parking Lot Operation and Maintenance. City covenants and agrees with Developer, that so long as Parking Lot 1 is owned by City, City will operate and maintain the Parking Lot 1 consistent with the standards of operation and maintenance for other parking facilities and lots owned and operated by the City of Wausau including adjustments to parking fees to provide for such operations and maintenance; provided, however, that the rules and parking fees established by the City for the Parking Lot 1 shall not unreasonably interfere with the ongoing redevelopment efforts of Developer with respect to the Former Mall Property; and provided further that the City shall have the right and option to cease operating Parking Lot 1 as a parking facility with at least twenty-four (24) months' prior written notice to Developer. Notwithstanding anything contained herein to the contrary, City and Developer acknowledge and agree that Developer shall have no obligation to contribute to the costs of operation and maintenance of Parking Lot 1, other than through the parking fees referenced above.

Section 11. Easements Run With the Land. Each of the easements granted pursuant to this Agreement shall be appurtenant to the property benefited thereby, shall run with the land, and be binding upon the parties hereto, and their respective successor and assigns.

Section 12. Further Assurances. Each party hereto further agrees, upon receipt of request from the other party, to execute such additional instruments as may be necessary or desirable to evidence this Agreement.

Section 13 Notices. All notices provided for in this Agreement shall be in writing and shall be deemed to have been given if (i) deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or (ii) sent by a nationally recognized overnight courier service, prepaid, addressed as follows:

If to City: City of Wausau
 407 Grant Street
 Wausau, WI 54403
 Attn: City Clerk

w/ a copy to: City of Wausau
 407 Grant Street
 Wausau, WI 54403
 Attn: City Attorney

If to Developer: c/o Ruder Ware
 500 N. 1st St, Ste. 8000
 P.O. Box 8050
 Wausau, WI 54402
 Attn: Joseph M. Mella, Esq.

or addressed to any such party at such other address, or copies of notices addressed to such additional parties at such additional addresses, as such party shall hereafter furnish by written notice to the other party. The date of giving of any such notice or election shall be (i) the date that is three (3) business days following the posting of the mail, or (ii) the date that is one (1) business day after delivery to the overnight courier service.

Section 14. Miscellaneous.

(a) This Agreement may be executed by each of the parties on separate pages in counterparts, each of which shall be deemed an original, and all counterparts once having been assembled, together shall constitute one and the same instrument.

(b) If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement

will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

(c) Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

(d) This Agreement shall become effective immediately without further action on the part of any party hereto upon the termination of the GARL.

(e) Upon the transfer of the Parking Facilities to Developer pursuant to a Parking Lot Purchase Option (as defined in the Development Agreement) or another agreement between the parties, the City shall be released from any further obligations hereunder.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the day and year first above written.

DEVELOPER:

WAUSAU OPPORTUNITY ZONE, INC.

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Signed and **Use either** "sworn to" **or** "affirmed" before me on _____,
2022, by _____
[Seal]

Notary Public, State of Wisconsin
My commission expires: _____

[Signatures to Follow]

CITY:

CITY OF WAUSAU

By: _____

Attested to By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Signed and **Use either** "sworn to" **or** "affirmed" before me on _____,
2022, by _____
[Seal]

Notary Public, State of Wisconsin
My commission expires: _____

Drafted by Joseph M. Mella, Ruder Ware LLSC, 500 N. 1st St., Suite 8000, Wausau, WI 54403

EXHIBIT D

EASEMENT AND PARTY WALL AGREEMENT

(Parking Lot 2)

THIS EASEMENT AND PARTY WALL AGREEMENT (this “Agreement”) is made as of the ____ day of _____, 2022 (the “Effective Date”), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”) and WAUSAU OPPORTUNITY ZONE, INC., a Wisconsin corporation organized under Chapter 180 of the Wisconsin statutes (“Developer”).

RECITALS

WHEREAS, City is the owner of the Parking Lot Parcel 2 more fully described in Exhibit A, attached hereto and incorporated herein by reference (“Parking Lot Parcel 2”) upon which City has constructed, owns and operates a parking ramp facility officially designated as City Parking Lot 2 (“Parking Lot 2”); and

WHEREAS, Developer is the owner of the real property more fully described in Exhibit B, attached hereto and incorporates herein by reference (the “Former Mall Property”); and

WHEREAS, certain easements and similar rights were granted between the predecessor owners of Parking Lot Parcel 2 and Parking Lot 2 pursuant to a Ground and Air Rights Lease Ground and Air Rights Lease, as amended and restated as of November 1, 1980 by and between the Redevelopment Authority of the City of Wausau (Landlord), and Wausau Joint Venture (Tenant), recorded in said Register’s office on December 31, 1980 in Micro-Record 324 on pages 989-1159, as Document No. 773864; and First Amendment to Ground and Air Rights Lease, dated as of February 1, 1981 and recorded in said Register’s office on April 6, 1981 in Micro-Record 329 on pages 120-129, as Document No. 776944; and Second Amendment to Ground and Air Rights Lease, dated as of March 1, 1982 and recorded in said Register’s office on September 14, 1982 in Micro-Record 351 on pages 191-235, as Document No. 793634; and Third Amendment to Ground and Air Rights Lease, dated as of October 1, 1982 and recorded in said Register’s office on December 9, 1982 in Micro-Record 355 on page 838, as Document No. 797036; and Assignment and Assumption of Ground and Air Rights Lease dated as of March 24,

2011 and recorded in said Register's office on April 4, 2011, as Document No. 1593562; as referenced in that certain Affidavit Regarding Title Matters recorded in said Register's office on December 22, 2010, as Document No. 1586651; and the Fifth Amendment to Ground and Air Rights Lease between The City of Wausau, a Wisconsin municipal corporation and Wausau Opportunity Zone, Inc., a Wisconsin corporation, dated February 4, 2020 and recorded in said Register's office on February 6, 2020, as Document No. 1797471, as assigned to Wausau Opportunity Zone Inc., a Wisconsin corporation, by Assignment and Assumption of Ground and Air Rights Lease dated February 4, 2020 and recorded in said Register's office on February 5, 2020, as Document No. 1797400 (the "GARL"); and

WHEREAS, the GARL has been terminated by City and Developer contemporaneously the execution and delivery hereof with the understand and agreement that easements contained in the GARL will be conveyed between City and Developer as provided herein; and

WHEREAS, this Agreement is being entered into pursuant to the terms and conditions of a certain Purchase and Development Agreement dated as of January 17, 2020 between the City and Developer (as amended to date and as may be further amended from time to time, the "Development Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

Section 1. Easements for Existing Ground Utilities. City hereby grants to Developer and all those claiming through or under Developer the non-exclusive right, privilege and easement in, to, over, under and across Parking Lot Parcel 2 and Parking Lot 2, to reconstruct, use, maintain, repair and replace, all underground utility lines as are currently in existence on the date hereof that serve the Former Mall Property.

Section 2. Easements for Existing Signs and Construction. City hereby grants to Developer and all those claiming through or under Developer the non-exclusive right, privilege and easement (a) to install, use, maintain, repair and replace signs (which may be illuminated) within the Parking Lot Parcel 2 at their present locations as may in existence on the date hereof and at such other locations and of a design approved by City, which approval shall not be unreasonably withheld, for the purpose of identifying entrances to the Former Mall Property

and/or buildings thereon; and (b) to construct, install, use, maintain, repair and replace such roof, canopies and building overhangs, entrance arches, awnings, signing, lighting and other similar appurtenances to the building improvements of the Developer its lessees which. overhang the Former Mall Property boundaries (hereinafter called “Building Projections”) as may reasonably be required for the maintenance and operation thereof. Developer hereby expressly agrees to indemnify and hold the City harmless from all claims, liabilities, cost and expense, whether in connection with personal injury, property damage or otherwise, which result or arise out of the maintenance, repair or use of such, signs and Building Projections unless caused by the negligence or willful acts of City, or its guests or invitees.

Section 3. Easements for Existing Party Walls. City hereby grants to Developer and all those claiming through or under Developer the right, privilege and easement to maintain the attachment the structures in existence on the date hereof to the westerly walls of Parking Lot 2 (the “Existing HOM Party Wall”) and each party hereto hereby grants to the other the right, privilege and easement to attach to and use as a common wall, in common with the grantor, any perimeter walls which either party may erect on their respective premises; provided, however, that in each instance (a) such attachment shall not unreasonably contribute to any structural loading on the building improvements constructed by the grantor, and (b) the matter of flashing shall be mutually satisfactory to the parties with the object of minimizing the possibility of future leaks along the line of attachment. Developer hereby expressly agrees to indemnify and hold the City harmless from all claims, liability, cost and expense, whether in connection with personal injury, property damage or otherwise, which result or arise out of the Existing HOM Party Wall, unless caused by the negligence or willful acts of City or any of its guests, invitees, (or its or their employees or agents (including contractors or subcontractors)).

Section 4. Easement for Access. So long as the City operates Parking Lot 2 as a parking lot open to the public, City hereby grants to Developer and all those claiming through or under Developer, the non-exclusive right, privilege and easement to use Parking Lot 2 for purposes of ingress to and egress from the Former Mall Property.

Section 5. Temporary License to Carry Out Rights. Each of the parties hereto hereby grants to the other party and to all others claiming through or under it the non-exclusive right,

privilege and easement to enter upon the premises of the other party for the purpose of making such repairs to the improvements of the other party hereinbefore referred to in connection with the easements granted pursuant to this Agreement to the extent necessary for the purpose of preserving the building improvements of the party making such repairs; provided, however, that neither party or any others claiming through or under it shall exercise the foregoing right to enter and make repairs upon the premises of the other unless such other party fails to make such repairs within any period hereinafter specified for making such repairs or, in the absence of a specified period, within a reasonable period after receipt of notice specifying the nature of the required repairs.

Section 6. Parking Lot Operation and Maintenance. City covenants and agrees with Developer, that so long as Parking Lot 2 is owned by City, City will operate and maintain the Parking Lot 2 consistent with the standards of operation and maintenance for other parking facilities and lots owned and operated by the City of Wausau, including adjustments to parking fees to provide for such operations and maintenance; provided, however, that the rules and parking fees established by the City for the Parking Lot 2 shall not unreasonably interfere with the ongoing redevelopment efforts of Developer with respect to the Former Mall Property; and provided further that the City shall have the right and option to cease operating Parking Lot 2 as a parking facility with at least twenty-four (24) months' prior written notice to Developer. Notwithstanding anything contained herein to the contrary, City and Developer acknowledge and agree that Developer shall have no obligation to contribute to the costs of operation and maintenance of Parking Lot 2, other than through the parking fees referenced above. In the event City shall exercise its option to terminate operations of Parking Lot 2, upon receipt of the notice required hereby, Developer shall thereafter have the option to purchase the Parking Lot Parcel 2 and the improvements thereto by written notice to City on the same terms and conditions as Developer has to purchase the Parking Lot 1 Parcel pursuant to the Development Agreement.

Section 7. Easements Run With the Land. Each of the easements granted pursuant to this Agreement shall be appurtenant to the property benefited thereby, shall run with the land, and be binding upon the parties hereto, and their respective successor and assigns.

Section 8. Further Assurances. Each party hereto further agrees, upon receipt of request from the other party, to execute such additional instruments as may be necessary or desirable to evidence this Agreement.

Section 9 Notices. All notices provided for in this Agreement shall be in writing and shall be deemed to have been given if (i) deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or (ii) sent by a nationally recognized overnight courier service, prepaid, addressed as follows:

If to City: City of Wausau
 407 Grant Street
 Wausau, WI 54403
 Attn: City Clerk

w/ a copy to: City of Wausau
 407 Grant Street
 Wausau, WI 54403
 Attn: City Attorney

If to Developer: c/o Ruder Ware
 500 N. 1st St, Ste. 8000
 P.O. Box 8050
 Wausau, WI 54402
 Attn: Joseph M. Mella, Esq.

or addressed to any such party at such other address, or copies of notices addressed to such additional parties at such additional addresses, as such party shall hereafter furnish by written notice to the other party. The date of giving of any such notice or election shall be (i) the date that is three (3) business days following the posting of the mail, or (ii) the date that is one (1) business day after delivery to the overnight courier service.

Section 10. Miscellaneous.

(a) This Agreement may be executed by each of the parties on separate pages in counterparts, each of which shall be deemed an original, and all counterparts once having been assembled, together shall constitute one and the same instrument.

(b) If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement

will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

(c) Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

(d) This Agreement shall become effective immediately without further action on the part of any party hereto upon the termination of the GARL.

(e) Upon the transfer of the Parking Facilities to Developer pursuant to a Parking Lot Purchase Option (as defined in the Development Agreement) or another agreement between the parties, the City shall be released from any further obligations hereunder.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the day and year first above written.

DEVELOPER:

WAUSAU OPPORTUNITY ZONE, INC.

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Signed and **Use either** "sworn to" **or** "affirmed" before me on _____,
2022, by _____
[Seal]

Notary Public, State of Wisconsin
My commission expires: _____

[Signatures to Follow]

CITY:

CITY OF WAUSAU

By: _____

Attested to By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Signed and **Use either** "sworn to" **or** "affirmed" before me on _____,
2022, by _____

[Seal]

Notary Public, State of Wisconsin
My commission expires: _____

[Signatures to Follow]

ACKNOWLEDGED AND AGREED THIS
_____ day of _____, 20__

[HOM Furniture Landlord]

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Signed and **Use either** "sworn to" **or** "affirmed" before me on _____,
2022, by _____
[Seal]

Notary Public, State of Wisconsin
My commission expires: _____