



*** 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: Economic Development Committee

Date/Time: Tuesday, May 3, 2022 at 5:15 p.m.

Location: City Hall, Council Chambers

Members: Lisa Rasmussen, Sarah Watson, Tom Kilian, Chad Henke, and Carol Lukens

AGENDA ITEMS FOR CONSIDERATION

(All items listed may be acted upon)

1. Select a Chairperson and Vice Chairperson for 2022-2024 term
2. Establish regular meeting date and time for 2022-2024 term
3. Approval of Minutes from 4/6/22
4. Discussion and possible action on RFP for Riverlife Lots 6, 7, and 8 (Brodek, Fifrick)
5. Discussion and possible action on approving Briq's at Riverlife lease amendment (Brodek, Atty. Jacobson)
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 4/28/22

Members of the public who do not wish to appear in person may view the meeting live on the Wausau Area Access Media's YouTube Channel <http://www.tinyurl.com/WAAMedia>, live on Channel 981 of Cable TV, or the City of Wausau Meetings YouTube Channel at <https://tinyurl.com/WausauCityCouncil> (go to playlist and choose the meeting playlist desired). Any person wishing to offer public comment who does not appear in person to do so, may email liz.brodek@ci.wausau.wi.us with "EDC public comment" in the subject line by 3:00 p.m. on the meeting day. All public comments received, either by email or in person, if agendized, will be limited to items on the agenda only. Messages related to agenda items received by 3:00 p.m. on the meeting day will be provided to the Committee Chair.

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

MINUTES

Economic Development Committee Meeting

Date | time Wednesday, April 6, 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, Becky McElhaney, Tom Kilian
Others Present: Mayor Rosenberg, Liz Brodek, Tammy Stratz, Randy Fifrick, Attorney Anne Jacobson, Chuck Ghidorzi, Brad Lenz, Atty. Joe Mella, Eric Lindman (Webex), Patrick Peckham (Webex), Maryanne Groat (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 3/01/2022

Rasmussen motioned to approve minutes, seconded by Watson. PASSED 5-0

Agenda Item 2 – Discussion and possible action on new Standard Deed Restrictions for Business Campus (Fifrick)

Fifrick explained revisions to #14 of the current Standard Deed Restrictions occurred due to the request from Badger Liquor and ensuing discussion at the 3/1/22 ED meeting. Fifrick requested committee approval on the new Standard Deed Restrictions outlined in the packet.

Rasmussen motioned to approve, seconded by Kilian. PASSED 5-0.

Agenda Item 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)

Fifrick stated the city would go back comprehensively to all the existing businesses with deed restrictions, but conversations were already occurring with Badger Liquor and they like the new Deed Restrictions and are asking that we record the updated deed restrictions for their property specifically.

McElhaney motioned to approve, seconded by Watson. PASSED 5-0.

Skipped to Agenda Items 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)

Lenz requested a resolution of support for an application to the DOT which would be an 80% grant for them. Lenz explained it is not a budgetary issue for the city and that we are simply part of the application for the funds.

Kilian asked if the request pertains to the area discussed in a previous meeting where eminent domain would be required but could not be used for a trail. Lenz replied this is not the same area and there is no real-estate acquisition from this request.

Kilian also asked if there is opportunity cost associated with this request in which it could potentially impact funding for other possibilities. Lenz explained the grant is specifically for multimodal transportation or multi-use paths. He further explained its mostly for bike/ped infrastructure whether on trails or on streets. Kilian followed up asking if this would exhaust grant opportunities for other potential projects. Lenz explained we can apply again for funding for other projects in the future and that there is no limit to how many times we can apply. He said the DOT has cycles approximately every 2 years and we can submit requests each time.

Rasmussen motioned to approve, seconded by Watson. PASSED 5-0.

Skipped to Agenda Item 9 – Discussion and possible action on approving the Second Amendment to the Wausau Opportunity Zone (WOZ) Development Agreement (Brodek, Atty. Jacobson)

Brodek explained the purpose of the amendment is to clean up title to the property for future redevelopment.

Rasmussen spoke in support of the amendment to the development agreement.

Rasmussen motioned to approve, seconded by McElhaney.

Kilian requested clarification on the time sensitivity of this request. Brodek responded the amendment provides clarity to W.O.Z. as to what exactly is their property and what is the cities, so when development plans are presented to the committee, this issue is already resolved.

PASSED 4-1 with Kilian being the dissenting vote.

Agenda Item 5 – Discussion and possible action on RFP for 180 E Wausau Avenue (Brodek, Fifrick)

Brodek explained there has been a lot of interest in this property. The development team determined it as a priority to develop because of the location and it's the only commercially developable building the city currently owns. Brodek pointed out the RFP requests the end user accommodate shared parking for Athletic Park for at least the next 2 years while the north river front area is being developed. Brodek explained the city has an agreement with the Woodchucks to provide 150 new parking spaces by the end of the year but because there is no permanent parking being developed by year end, the city needs to accommodate the agreement in another capacity.

Fifrick explained the due diligence done by staff to create a transparent RFP for potential developers. He said requirements for Athletic Park parking and information on the environmental tests done on the property were included in the RFP to minimize any potential obstacles. He also said the RFP noted the property is in the process of being rezoned from industrial to urban mixed use.

Neal commented the RFP referenced the developer could choose to repurpose or replace the building but asked if the parking area would still be required. Fifrick explained that it is part of the criteria of the RFP and will be weighed as part of the responses.

Rasmussen commented she liked how the RFP allows for creativity but expressed concern about the esthetics of the building. She explained the site should provide a higher level of urban design to comply with the urban design standards in place. She requested the RFP clarify if the building is repurposed there would still be a requirement to change the esthetics of the exterior of the building.

Rasmussen motioned to approve the release of the RFP following clarification from staff on verbiage regarding the requirement to change the esthetics of the exterior of the building. Seconded by McElhaney. PASSED 5-0.

Kilian asked if the building referenced in the RFP is a completely separate from the former chemical storage building. Fifrick responded he could not speak to what the building was used for in the past but, as he understands, it was used for storage. He stated the RFP clarifies which is the subject building of the two buildings related to the former Wausau Chemical. Fifrick said he cannot give a definitive yes as to whether the subject building was used to store chemicals but referenced the environmental report which reflected no concerns.

Kilian requested research be done to provide a definitive answer prior to release of the RFP.

Agenda Item 6 – Discussion and possible action on approving Second Amendment to East Riverfront Declaration (Atty. Jacobson, Brodek)

Brodek explained this amendment is to clean up the lot lines to reflect the lot designated in the first amendment to the Riverlife Condo Agreement. Brodek said the amendment changes approximately .1% of the property proportion for Riverlife 1 and a couple of things for Riverlife 2. She deferred to the packet for details on the

impacts of the amendment. She explained in order for the 2nd phase of the Riverlife development to close, the Riverfront declarations need to be amended to reflect actual property proportions.

Kilian motioned to approve, seconded by Watson. PASSED 5-0.

Agenda Item 7 - Discussion and possible action on approving Second Amendment to Riverlife Condo Agreement (Atty. Jacobson, Brodek)

Brodek explained the purpose of the amendment is to clean up closing language that states it is at least 10 days prior to commencement date which is April 15th which will not be met. The amendment would change agreement from 10 days prior to April 15th so we comply with the closing deadline. Brodek also explained in reviewing the agreement, it was noticed the temporary access easement was no longer needed because the Fulton Street extension is done. Temporary construction easement, water main easement and an electric and irrigation easement were also included in the amendment as they were contemplated in the original agreement but not put in place. Brodek noted the developer has not reviewed this amendment, but their legal counsel has and has been in communication with our legal team.

Kilian motioned to approve, seconded by Watson. PASSED 5-0.

Adjournment

Watson motioned to adjourn at 5:37 P.M., seconded by Rasmussen. Motion approved 5-0.

Office of the Mayor
Katie Rosenberg



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

May 4, 2022

Dear Interested Parties,

The City of Wausau is pleased to release a Request for Proposal (RFP) for mixed-use development in the north zone of its Riverlife District at approximately 1200 N. River Drive, including Lots 6, 7 and 8 (see included exhibit map). 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.

Proposals may be made for all parcels or a subset of the total. City plans for the site envision a high-density, mixed-use development with a minimum commercial portion of ground-level retail, entertainment or office. Proposals with more than minimum commercial use are welcome. Proposals must include: a draft site plan (vision plan) for the property(s); proposed purchase price offered; proposed use or uses of the area; estimated proposed construction value; and, any request for city participation.

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	May 4, 2022
2. Proposals Due	July 21, 2022
3. Initial Review of Proposals (Economic Development Committee)	August 2, 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, WI seeks development partners for three separate parcels of prime city-owned land along the Wisconsin River in the city's Riverlife district. Over the past decade the city has assembled and remediated various properties within this key area north of the downtown commercial core for redevelopment.

The Riverlife area continues to build on a successful reclamation and redevelopment of Wausau's urban waterfront, with the city investing millions of dollars in new infrastructure and extensive public amenities including the River's Edge Trail system, nearly 200 parking spaces, new landscaping and the signature Riverlife Park playground along the riverfront. Riverlife Phase 1 (The Apartments at Riverlife) were completed and open to residents during fall 2020 and is currently at full occupancy with a wait list. The Riverlife Condos development has been approved by the City and is slated to begin construction in spring 2022.

Along with the existing Wausau on Water (WOW) family entertainment center, the remaining developable lots in the north zone of Riverlife are intended to boast a high-density, mixed use with potential restaurant, retail, entertainment or office uses on the first level complementing residential opportunities on upper levels and underground parking.

The area for this RFP is located within a Wisconsin Department of Natural Resources (WisDNR) open site brownfield area that is currently going through the process of achieving final closure requirements. Future developments will require the developer to coordinate with the WisDNR and be responsible for submitting any required information to achieve site closure (if development is begun and property ownership is transferred before site closure is achieved by the City).

As with other successful brownfield redevelopments along Wausau's evolving urban waterfront, the city welcomes collaborative dialogue with developers and builders to answer questions and provide guidance for successful redevelopment.

The City seeks creative proposals which could involve 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.
- Meets the City's Urban Design Guidelines, highlights the natural amenities, and fulfills the unique nature of the site.

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 Districts #3](#) & [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.

Zoning

The property is currently zoned as a Planned Unit Development. City plans for the site envision a high-density, mixed-use development with a minimum commercial portion of ground-level retail. Please see [the Wausau East Riverfront Redevelopment District](#) plan for more details.

Environmental

The area for this RFP is located within a WisDNR open site brownfield area that is currently going through the process of achieving final closure requirements.. Future developments will require the developer to coordinate with the Wisconsin Department of Natural Resources and be responsible for submitting any required information to achieve site closure (if development is begun and property ownership is transferred before site closure is achieved by the City). If property transfer and development is begun after site closure is achieved by the City, the Developer would then be responsible for submitting and obtaining approval for any required post-closure modification and soil management plans as the result of the proposed development. The Developer would also be responsible for maintaining any required documentation, and submitting any regulatory reports required by the post-closure modification or soil management plans for soils disturbed or excavated on the property. Any documents previously submitted to WDNR related to brownfield status and clean up can be found online at the BRRS database (<https://dnr.wi.gov/botw/SetUpBasicSearchForm.do>) under BRRS numbers 02-37-563359 and 02-37-560480.

Design Standards

City Urban Design Standard must be integrated into the proposed project. If the project will involve utilizing the existing building, improvements to the exterior façade should be included with the project. More details can be found on the RFP announcement page on the City's website.

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 complements existing Riverlife developments and the overall vision for the Riverlife District. (10 Points)*
- *Developer possesses diverse resources, a successful track record, and strong financial backing for the project. (15 points)*
- *Proposal offers a reasonable purchase price to the City and limits the public assistance ask. (15 Points)*
- *Availability of high-quality design personnel and contractors to complete the project. (5 Points)*
- *Proposal incorporates green building, alternative energy technology and achieves high energy efficiency. (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.
- Select a single development of the three lots.
- Work with developers to cooperatively develop the area.
- Accept no proposal and re-RFP or bid properties again in the future.

Event	Date
1. RFP Released	May 4, 2022
2. Proposals Due	July 21, 2022
3. Initial Review of Proposals (Economic Development Committee)	August 2, 2022
4. City Council Review and Approval	August, 2022
5. Sales and Development Agreement (Finance Committee)	September, 2022
6. City Council Approval of Sales and Development Agreement	September, 2022

The timeline for Committee and Council Meetings is tentative.

Send proposals by 4:30 p.m. on Thursday, July 21, 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

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



SCALE IN FEET



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FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE
CITY OF WAUSAU AND BRIQ'S SOFT SERVE LLC

This Amendment ("Amendment") to the Lease Agreement between the City of Wausau, a municipal corporation of the State of Wisconsin ("Lessor") and Briq's Soft Serve LLC ("Lessee") is made this _____ day of _____, 2022.

WHEREAS, the City of Wausau and Briq's Soft Serve LLC entered into a Lease Agreement for the concessions building on the Riverfront on June 26, 2019 ("Agreement"); and

WHEREAS, the Agreement terminates on June 25, 2022; and

WHEREAS, the parties wish to make certain amendments to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. As to paragraph 2., DURATION OF LEASE. The lease shall terminate on September 25, 2022.
2. As to paragraph 7., HOURS OF OPERATION. Lessee shall be open from May 27 to September 25, weather permitting. Hours of operation shall be daily (7 days a week), from approximately 11:00 a.m. to 10:00 p.m. Should Lessee have an unexpected closure, signage shall be provided.
3. As to paragraph 8., MAINTENANCE OF PREMISES. Park Department ("Parks") shall be responsible for opening and cleaning the restrooms in the morning and shall complete a mid-day check and take care of any issues in the restrooms.

Lessee shall remain responsible for locking the restrooms at closing time and cleaning and restocking of the restrooms during hours of operation before and after Parks inspection.

4. As to paragraph 13., HEAT AND UTILITIES. LESSOR shall provide a pre-season HVAC tune-up before May 27.

To the extent not amended above, the remainder of the terms in the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

BRIQ'S SOFT SERVE LLC BY:

Katie Rosenberg, Mayor

Kevin Briquelet Miller, Member

Kaitlyn A. Bernarde, Clerk

Holly Briquelet Miller, Member

LEASE AGREEMENT BETWEEN THE CITY OF WAUSAU
AND BRIQ'S SOFT SERVE LLC

THIS AGREEMENT, made this 26th day of June, 2019, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "LESSOR," and Briq's Soft Serve LLC, hereinafter referred to as "LESSEE";

WITNESSETH:

WHEREAS, LESSOR presently owns property in the City of Wausau, a description of such property being attached hereto as "Exhibit 1" and incorporated herein by reference; and

WHEREAS, the property described on "Exhibit 1" contains a concessions building, and LESSEE wishes to lease from LESSOR this building, and LESSOR wishes to lease to LESSEE this building, all upon terms and conditions as follows:

NOW, THEREFORE, and in consideration of the rents, covenants, and agreement herein contained, LESSOR does hereby lease to LESSEE, and LESSEE does lease from LESSOR the concession building located on that land described on "Exhibit 1" attached hereto:

1. PREMISES. LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR that certain building located on property described as follows:

See "Exhibit 1" attached hereto and incorporated herein by reference.

2. DURATION OF LEASE. The initial term of this lease shall be three (3) years, beginning on the 26 day of June, 2019, and terminating on the 25 day of June, 2022. Provided that LESSEE is not then in default, this lease may be renewed upon the mutual agreement of the parties subject only to the fixed renewal increase described in paragraph 3 for additional successive terms of three years each, upon notice by the LESSEE to LESSOR of its intent to renew at least 120 days' prior to end of the then current three year term. If the LESSEE does not exercise its option to renew or the parties cannot agree on the terms for a new lease, then this agreement will terminate on the last day of the existing term.

3. RENT. LESSEE agrees to pay to LESSOR as follows:

The rent shall be One Thousand Dollars (\$1,000) per month (\$12,000 annually) for the initial three (3) year term with a 3% increase applied at the beginning of each successive three-year term for that entire three year term. Payments shall be made at the office of the City Clerk at City Hall, 407 Grant Street, Wausau, Wisconsin, or mailed to that address. Payment shall be received by the 1st day of each month for which the rent is due until the expiration of the lease agreement. (If the rent payment is made by mail, the money must be received by the City Clerk on or before the 1st day of each month.)

4. TAXES. LESSEE shall be responsible for any personal property taxes. LESSOR shall be responsible for all real estate taxes.
5. CONDITION OF PREMISES. LESSEE having inspected the demised premises, agrees to accept the premises in its present condition and state of repair and acknowledges that LESSOR has made no representation as to the condition of the premises. LESSEE acknowledges that it shall be the first occupant of this newly-constructed building.
6. USE OF PREMISES. The premises shall be used for the seasonal operation of a soft-serve ice cream and quick serve food items and related products business, provided that any use shall be a use which is permitted by the zoning ordinances of the City of Wausau.
7. HOURS OF OPERATION. With the exception of the beginning of the season in 2019, LESSEE shall be open from May 1 to October 1 each year, weather permitting. Hours of operation shall be daily (7 days a week) from approximately 11:00 a.m. to 10:00 p.m.
8. MAINTENANCE OF PREMISES. LESSEE agrees to keep the premises in good repair and reasonably clean at its expense, to maintain in good repair all equipment which is within the building on the premises and to return the building and the premises to LESSOR in reasonably good condition, repairing or replacing all broken or missing articles.

LESSEE shall be responsible during open season for keeping the interior space of the concession building reasonably clean at its expense. LESSEE shall also be responsible for daily cleaning and restocking of the public bathrooms during the months of operation. LESSEE shall be responsible during open season for maintaining all public and storage areas in and around the building, including nearby public seating areas and public waste receptacles.

LESSEE shall contract a dumpster at its expense for trash collection to be located in the combined trash enclosure provided by the City (see Exhibit 1).

LESSOR shall have the right to inspect the premises at all reasonable times and if LESSEE fails to keep the premises in a reasonably clean condition, LESSOR may clean the premises and charge the costs thereof to LESSEE.

LESSOR agrees to keep the LESSOR owned areas surrounding and nearby the premises in good repair and reasonably clean during the term of this lease.

9. INTERIOR FIXTURES. LESSOR shall provide, install and hook up a minimum sized 8'x10' walk in cooler and minimum sized 5'x10' walk in freezer and refrigeration systems. LESSOR shall also provide and install a four compartment sink with two side

drainboards and a pre-wash sprayer. These fixtures will become permanent features of the concessions building and shall remain with LESSOR.

10. CHANGES/IMPROVEMENTS OTHER THAN INTERIOR. It is agreed by and between the parties hereto that LESSEE shall not make any changes to or on or do anything to or on the exterior of the building, the land, the parking lot, or the sign, unless specifically permitted by this agreement, such permission to change not to be unreasonably withheld by LESSOR.
11. REMOVAL OF EQUIPMENT, FIXTURES, ETC. LESSEE may remove, at its own expense and without damage to the building or grounds, any equipment, fixtures, personal property, air conditioning equipment, or other similar items owned and installed by LESSEE in or on the demised premises, provided, however, that it leave the premises in the same condition of repair and as tenantable as they were at the making of this agreement and prior to the addition of such equipment or fixtures.
12. EXTERIOR. It is agreed between the parties hereto that LESSOR shall be responsible for the exterior of the building, the doors and the windows, unless the repairs and/or maintenance is necessitated by an act or an omission of LESSEE or someone on the premises for the purpose of conducting business with LESSEE.
13. HEAT AND UTILITIES. It is agreed by and between the parties hereto that LESSEE shall pay and be responsible for any and all natural gas, electrical, heat, light, telephone, water, sewer and any other services and/or utility services used by it during the months of operation for the term of this lease.
14. GOVERNMENTAL REGULATIONS. LESSEE agrees to keep and occupy the premises in accordance with all police, sanitary, health, safety, and other rules, laws, and regulations imposed by any governmental authority.
15. PROPERTY INSURANCE. LESSOR agrees to keep the leased premises insured for fire and extended coverage for the full insurable value thereof. LESSEE agrees to insure all of LESSEE's property on the leased premises, and any improvements that LESSEE might make to the leased premises, for fire and extended coverage for the full insurable value thereof.
16. LIABILITY INSURANCE. LESSEE agrees to carry and pay the premiums for public liability insurance, including liability under the safe place statute, insuring LESSOR against liability for injury to property for at least One Million Dollars (\$1,000,000) and against liability for injury to persons or for loss of life arising out of the use and occupancy of the demised premises, with limits of Two Million Dollars (\$2,000,000) per person and per occurrence, and shall furnish evidence of such insurance to LESSOR. In lieu of the foregoing, if LESSEE carries such public liability insurance under a blanket policy, LESSEE shall furnish LESSOR a current certificate to that effect which states the

amount thereof, the type of coverage, and that LESSOR has been added as a coinsured for the demised premises. LESSOR shall have the right at any time to request LESSEE to raise the herein described limits of coverage. Such increase shall be implemented by LESSEE within thirty (30) days of notice by LESSOR.

17. PARTNERSHIPS. LESSEE may establish and handle the transactions for complementary activities with the approval and coordination of the City/County Park Department.
18. INDEMNIFY AND HOLD HARMLESS. LESSEE agrees to indemnify LESSOR, and to save and hold LESSOR free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, which may be sustained by reason of damage or damages or injury to any person or persons or property or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon LESSOR, as the result of and/or due to LESSEE's operations on the premises which are the subject of this lease and/or as a result of and/or due to the presence of LESSEE on the premises which are the subject of this lease agreement and/or the result of and/or due to the existence of this lease agreement; and LESSEE agrees to indemnify and save and hold free and harmless any of LESSOR's appointed, hired, and elected officers, agents, employees and designees from the aforementioned judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, and this specifically includes within this indemnification and hold harmless, attorney's fees and other costs of defense which may be sustained by and/or occasioned to LESSOR and/or any of LESSOR's appointed, hired, and elected officers, agents, employees and designees.
19. RELEASE. LESSEE hereby releases LESSOR, and its officers, agents, employees and designees from all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may result from or be due to LESSEE's operations on the premises which are the subject of this lease and/or as a result of and/or due to the present of LESSEE on the premises which are the subject of this lease and/or as the result of and/or due to the existence of this lease agreement.
20. REPAIRS AND MAINTENANCE. LESSEE shall, during the term of this lease and any renewal or extension thereof, keep the interior of the building on the demised premises in good order, and in presentable appearance, reasonable wear and tear excepted, and shall keep the exterior premises reasonable free of debris and in good order and in a presentable manner. LESSOR's duties for maintaining the demised premises shall include, but shall not be limited to, repairs to the heating system, air-conditioning system, electrical system, plumbing system, walls, floors, ceilings, roof, and windows. In general, the structural components of the building shall be the responsibility of LESSOR to maintain.

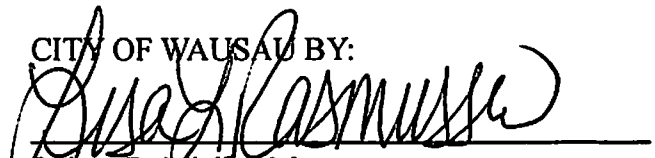
21. ASSIGNMENT—SUBLETTING. LESSEE may not assign or sublet all or any portion of the demised premises without the approval of LESSOR, which approval shall not be unreasonably withheld. LESSOR shall have the right to sell, assign, or transfer LESSOR's interest in this lease agreement.
22. SIGNS. LESSEE may erect such signs, or place lettering or other types of identification upon the demised premises only in compliance with city ordinances and state and federal statutes and codes and with the approval of the City/County Park Department, such approval not to be unreasonably withheld.
23. DAMAGE OR DESTRUCTION. In the event the demised premises shall be destroyed, or so damaged by fire, explosion, windstorm, or other casualty so as to be untenable, LESSOR shall not be bound to restore the demised premises, and this lease agreement shall be immediately terminated. In the event the damage does not render the demised premises untenable, LESSOR shall restore the demised premises with reasonable dispatch and while such damage is being repaired, LESSEE shall be entitled to an equitable abatement of rent. LESSOR shall not be liable or responsible for any delays in rebuilding or repairing due to strikes, riots, acts of God, national emergency, act of a public enemy, governmental laws or regulations, inability to procure materials, labor, or any other causes beyond its control.
24. TERMINATION OF LEASE BY LESSOR. If default is made in the payment of rent, at the times above stated, or if LESSEE shall break any of the covenants and agreements herein contained, or shall willfully or maliciously do injury to the premises, or shall file a petition in bankruptcy or have an involuntary petition in bankruptcy filed against him, or make an assignment for the benefit of creditors, LESSOR or its legal representatives shall have the right at any time thereafter, without notice, to declare this lease void and the term herein contained ended, and may re-enter the premises and expel LESSEE, using such force as may be necessary, without prejudice to any remedies which LESSOR may have to collect arrears of rent.
25. LESSOR'S OPTION TO CURE LESSEE'S BREACH. In the event of any breach hereunder by LESSEE, either in payment of insurance premiums, personal property taxes, charges, rents, fees or licenses levied, charged, or assessed by governmental authority, or in the making of repairs or maintenance, or in failing to deposit policies, or in any other covenants and agreements herein contained, LESSOR may immediately, or at any time thereafter, after five (5) days written notice to LESSEE, cure such breach at the expense of LESSEE. If LESSOR, at any time, by reason of such breach, is compelled to pay, or elects to pay, any money or to do any act which will require the payment of any money, or is compelled to incur any expenses, including reasonable attorney's fees, in instituting or prosecuting any action or proceeding to enforce LESSOR's rights hereunder, the sums so paid by LESSOR with interest at the rate of 10 percent per annum from the date of payment thereof, shall be deemed additional rent hereunder and shall be due from LESSEE to LESSOR from the time of disbursement. It is agreed that after the service of any notice, or the commencement of suits, or after final judgment for

possession of the premises, LESSOR may receive and collect any rent or additional rent due without prejudice to or waiver of an effect upon the said notice, suit, or judgment.

26. CUMULATIVE REMEDIES. All rights and remedies of LESSOR herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.
27. NOTICES. Any notice required or permitted under this lease agreement shall be deemed sufficiently given or served if sent by certified mail, return receipt requested, to LESSEE at 1506 N. River Drive, Wausau, WI 54403, and to LESSOR at City Hall, 407 Grant Street, Wausau, WI 54403. Either party may, by proper notice, at any time from time to time, designate a different address to which notice shall be sent. Notices given in accordance with these provisions may also be made through personal receipt by the party to whom the notice is addressed.
28. INSPECTION. LESSOR or its agents or representatives shall have the right to enter and inspect the premises at reasonable times including during usual business hours and at any time in the event of an emergency that would substantially jeopardize LESSOR's interest in the leased premises.
29. SURRENDER OF PREMISES. LESSEE agrees and covenants that at the termination of this lease agreement or any renewal thereof, it will quietly and promptly yield and surrender said premises to LESSOR in as good condition of repair as when taken by it, reasonable wear and tear and damage by the elements alone excepted.
30. Should LESSEE remain on the premises subsequent to the termination date, LESSEE shall be considered as a month-to-month tenant upon the same terms and conditions as this lease and LESSOR shall have the right to terminate said tenancy upon thirty (30) days' notice.
31. It is agreed that sections 18 and 19 above shall not apply to any judgment, damage, loss, cost claim, expense, suit, demand, action and/or causes of action of any kind to the extent same is caused by the error, omission or other fault of the LESSOR, and to that extent, LESSOR shall indemnify, defend and hold LESSEE harmless, and releases LESSEE and its officers, agents, employees, and designees.

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


Witness

CITY OF WAUSAU BY:

Robert D. Mielke, Mayor
Lisa L. Rasmussen, Acting Mayor

Lisa Busch
Witness

Toni Rayala
Toni Rayala, Clerk

BRIQ'S SOFT SERVE LLC, BY:

Lisa Busch
Witness

Kevin Briquelet Miller
Kevin Briquelet Miller, Member

Witness

Holly Briquelet Miller
Holly Briquelet Miller, Member

Lisa Busch
witness

Holly Briquelet Miller

EXHIBIT 1

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 Sections 25 and 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

To: Economic Development Committee
From: Liz Brodek, Development Director
Date: May 3, 2022
Re: Riverlife Phase II Second Amendment to the Development Agreement



This Second Amendment to the Riverlife Condos is coming back to this Committee after its initial approval at the April 6, 2022, Economic Development Committee meeting for Commencement and Completion Date amendments. The updated Commencement Date is ____ (formerly April 15, 2022) and updated Completion Date is ____ (formerly July 15, 2023).

These date adjustments are necessary for a variety of reasons, outlined below in communication from the Developer's team. It is widely known that supply chain issues and material shortages, as well as labor shortages, are plaguing the economy and this development is suffering from those swings. As noted below from the Developer, these are surmountable obstacles, but they are slowing the process.

Developer's counsel sent the below to explain the delay and need for amended Commencement and Completion Dates:

Though our agreement called for transfer of the land and commencement by April 15, we know that did not happen on time.

We remain committed to completing this project and when we talked prior to that deadline, I shared the impacts of inflation, supply chain issues, and labor shortages Mitch and his team have experienced on their project thus far. The below outlines a few.

- 1. Our soils engineer has still not provided the information necessary for our structural engineer to finish, even though the borings were done in what during ordinary times and staffing levels would have been plenty of time to have finished on time. As a result, our structural engineering is not yet complete and therefore cannot finish lining up contractors and refining the bids. We are confident the engineering will be done soon which will allow us to finish the drawings and bidding.*
- 2. As a result of bidding not being complete, we have not been able to lock in contracts and confirm costs which has caused a delay in obtaining the final financing package.*
- 3. Moreover, as a result of the very well-known supply chain issues and inflation, costs of the project have increased significantly since the time we entered into our original agreements. In hindsight, had we gotten started earlier with the original design before that water main was discovered, we may have avoided all this. But of course, no one could have predicted the today's challenges. The good news is that we believe some of the cost increase can be borne by slight increases in pricing, though we understand the City's desire to see reasonable priced units delivered and prefer that outcome as well. We do not want to rely on price increases which jeopardizes sales and puts the project at unnecessary risk. We believe that with some extra time we can value engineer alternatives and source more competitively priced materials to bring some of the costs back down.*

That said, we believe all the above is surmountable.

We also believe it is prudent of any good project to not proceed with haste and add unnecessary risk of failure.

As such, we would like to ask the City for some extra time to get started and ultimately then to finish.

We hope the significant dollars we have already invested, our continued commitment and ongoing effort (and spending) is significant enough for the City to grant us some additional time to sort things out. We believe if we had 120 extra days to get started (from April 15), we could be back on track and still finish within 120 days of the original completion deadline.

The project is a meaningful one for the City and we're moving it forward as quickly and responsibly as we can.

Staff recommends the City approve the 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 5th 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. Amendments to Deadlines.

- a. Section 1.h of the Development Agreement is hereby amended such that the Closing Deadline shall be August 5, 2022.
- b. Section 1.z. of the Development Agreement is hereby amended such that the Project Commencement Deadline shall be August 15, 2022.
- c. Section 1.aa. of the Development Agreement is hereby amended such that the Project Completion Deadline shall be November 13, 2023.

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)

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the day and year first above written.

DECLARANT

THE CITY OF WAUSAU, WISCONSIN

By: _____
Katie Rosenberg, Mayor

Attest:

By: _____
Leslie M. Kremer, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, Katie Rosenberg and Leslie M. Kremer, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Wausau, Wisconsin, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

This instrument drafted by:

Isaac J. Roang, Esq.
Quarles & Brady LLP
411 E. Wisconsin Ave., Ste. 2400
Milwaukee, WI 53202

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