



***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: **Tuesday November 2, 2021 at 5:15 p.m.**

Location **City Hall Council Chambers**

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

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

1. Approval of the Minutes from 10/5/2021.
2. Discussion and Possible Action on Appointment of City's Poet Laureate
3. Discussion and possible action on Blenker Phase III Fourth Amendment
4. Presentations, discussion, and possible action on responses to RFP for Westside Battery
5. ☐ Update on developments
 - Riverfront Condo Project
 - T Wall
 - Neighborhood Investment Program Fund
- ☐ 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 10/27/21

This meeting is being held in person and/or via teleconference (all public participants' phones will be muted during the meeting) by calling 1-408-418-9388.

The Access Code is: 1461 00 7947 The Password is p8mQtTmNS33

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>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail shannon.graff@ci.wausau.wi.us with "PH&S Public Comment" in the subject line prior to the meeting start. All public comment, 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.

Other Distribution: Media, Alderpersons, Mayor, City Departments

MINUTES

Economic Development Committee Meeting

Tuesday, October 5, 2021 at 5:15 P.M. | Neal at 5:15 P.M.

In Attendance

Members Present: Neal (C), Watson, Rasmussen, and Kilian

Member Absent: Becky McElhaney

Others Present: Mayor Rosenberg, Brodek, Lenz, Jacobson, Stratz, Graff, Wessel, Fifrick (COW E.D. Mgr.), Groat, Ryan (Dist.11), Brueggeman (Habitat for Humanity), Thao (Four Star Market)

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 9/7/2021.

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

Agenda Item 2 (Item #4 moved to #2) – Discussion and Possible Action on offer to purchase 906 S. 7th Avenue.

Stratz presented agenda item and explained an offer to purchase a vacant lot held by the city since 2013 had been received from Habitat for Humanity for \$2000. Brueggeman, representative from Habitat, explained Habitat partners with D.C. Everest who has already begun building the home for the selected family. Brueggeman explained Habitat would like to get the site ready by spring and have the home set by fall of 2022. He said the selected family has begun their volunteer hours as well.

Ryan spoke in support of the sale.

Rasmussen spoke in support of the sale to Habitat and motioned to approve. Seconded by Kilian. Motion carried 4-0.

Agenda 3 – Update on Wausau World Market.

Stratz explained to the committee that it was discovered Mr. Chung Sue Her sold Wausau World Market on a land contract to Joua Thao which is a violation of their agreement with the City of Wausau. Stratz explained Mr. Her stopped making the loan payments and when it was realized, Thao took over making those payments directly to the Abby, City of Wausau and MCDEVCO. Since the Land Contract is also a violation of Abby Bank's mortgage, they began foreclosure proceedings. Mr. Her decided to countersue Abby Bank. Stratz said she is unsure what direction this will go but said Thao has shown sincere effort and dedication of his commitment to keeping Wausau World Market open. The business is thriving and it is the hope of Community Development to continue a partnership with Thao depending on the outcome of litigations.

Agenda Item 4 – Discussion and Possible Action on participation in a housing study with North Central Regional Planning Commission and Marathon County.

Stratz presented a proposal received from North Central Regional Planning Commission to participate in a Metro Wausau Housing Assessment and they are requesting a contribution of \$7,500 which equates to about 13% of total project costs. Stratz stated this could be a CDBG sponsored activity and could provide the city with valuable information.

Neal spoke in support of the study.

Kilian spoke in support of the study but commented the timeline of the project is lengthy and he hopes this does not halt any proposals or other efforts related to affordable housing because of waiting for results from the study.

Rasmussen spoke in support of the study and said it would provide an important resource for the future and puts the city on the right track.

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

Agenda Item 5 – Discussion and Possible Action on Waiver of Right of First Refusal to Investors Group, LLP and termination of recorded deed restriction requiring such waiver for future conveyances.

Atty. Jacobson Eastbay Complex received an offer to purchase the property from Industrial Assets Partners II, LLC for \$17.5 Mil. Jacobson explained their council are asking the city to consent to the transfer between the two parties as well as waive the right to future conveyances. Jacobson said it could be done in two parts if necessary by consenting to the transfer but still requiring them to come to the city with any offer to purchase.

Rasmussen asked Atty. Jacobson if it was her recommendation to accept this request.

Rasmussen motioned to approve, seconded by Kilian. Motion carried 4-0.

Agenda Item 6 – Update on Developments – Riverfront Condo Project, Cherry Tree Dental & T-Wall.

Riverfront Condo Project

Brodek provided the committee an update on the Riverfront Condo Project since the 8/10/21 Council Meeting. Brodek said the city responded to the developer's attorneys on 9/20/21 regarding amendments to the plan and has not yet heard back from them. Since then, the city has been working to amend survey maps in preparation of their response so the project can keep moving forward without delay from the city.

Rasmussen asked for clarification if the amphitheater is still coming or if it will be moved to a different spot.

Brodek said there was never discussion of the amphitheater not being constructed but it will potentially be moved to a different location depending on where the site of the building.

Kilian asked for more information on whether the developer knew about the water main.

Lenz replied he can't speak to what the developer knew about it or not.

Rasmussen asked if there is a map of utilities included in RFP's. Lenz answered that is not something typically included in the packet and is a detail usually worked out with the engineering firm.

Cherry Tree Dental

Brodek informed the committee Cherry Tree Dental is no longer interested in developing due to the environmental concerns and the costs associated with managing them.

Kilian asked for the link to the DNR report to committee members so they are abreast of the concerns some developers may have about the location.

T Wall

Agenda Item 7 – Update on Mayors for a Guaranteed Income project.

Agenda Item 8 – Set next meeting to discuss Westside Batter (415 1st Ave.) proposals.

It was decided an email would be sent out to committee members to discuss availability for an additional meeting to discuss the RFP's for Westside Battery.

Agenda Item 9 – Adjournment

Kilian motioned to adjourn, seconded by Watson. Motion carried 4-0. Meeting adjourned at 6:03 P.M.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Appointment of Dawn Anderson as the first Poet Laureate of the City

Committee Action:

Fiscal Impact: \$400

File Number: 20-1011

Date Introduced: November 9, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Promotion budget</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</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:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount: 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, in 2018, the City created the Wausau Arts Commission ("Commission") by ordinance 2.60.280 to advise the Council on the planning, programming, procurement, installation, operations and maintenance of public visual art projects and artworks; and

WHEREAS, the commission is staffed by the Department of Planning and Community and Economic Development and shall assist and work with the Economic Development Committee, as well as the committees of the Common Council, as needed; and

WHEREAS, Council approved a resolution on October 13, 2020, File No. 20-1011, establishing the Wausau Poet Laureate Program to be administered by the Wausau Arts Commission and which provided for the acceptance or rejection of nominations for Poet Laureate to be recommended to Council, through the Economic Development Committee; and

WHEREAS, a Request for Qualifications was released on March 22, 2021, seeking applicants as qualified artists to provide literary art services for the Wausau Poet Laureate Program, with submissions due April 30, 2021, and indicating that the Commission's recommendation will be communicated to the Common Council for formal acceptance or rejection; and

WHEREAS, a jury selected by the Commission recommended Dawn Anderson from among the applicants to receive this honor; and

WHEREAS, at its July 22, 2021 meeting, the Wausau Arts Commission recommended Dawn Anderson as the Poet Laureate; and

WHEREAS, your Economic Development Committee, at their November 2, 2021 meeting, recommended Dawn Anderson as the Poet Laureate; and

WHEREAS, the Committee recommends that each poet laureate serve a term of two years from appointment; that they will share 4 poems per year with the community in an official capacity and participate in the Central Wisconsin Book Festival in the fall of each year; and for their term of service, they shall each receive \$200 per year, for a total each of \$400.

NOW, THEREFORE, BE IT RESOLVED that Dawn Anderson is hereby designated the City's honorary City Poet Laureate for the term of two years, with a total stipend of \$400 for her representation of the City and the literary arts through activities related to poetry and the spoken word, presented at selected City events.

Approved:

Katie Rosenberg, Mayor

**FOURTH AMENDMENT TO
PURCHASE AND DEVELOPMENT AGREEMENT
(Blenker River East Brownstones)**

THIS FOURTH AMENDMENT TO PURCHASE AND DEVELOPMENT AGREEMENT (this “Amendment”) is made as of _____, 2021 (the “Effective Date”), by and among the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”); BLENKER DEVELOPMENTS, LLC, a Wisconsin limited liability company (“Blenker”); and AEDIFIX BUILDS, INC., a Wisconsin corporation (“Aedifix”).

RECITALS

WHEREAS, the City and Blenker, as “Developer”, entered into that certain Purchase and Development Agreement with an Effective Date of June 1, 2017 (the “Original Development Agreement”), as amended by that certain First Amendment to Purchase and Development Agreement with an Effective Date of October 29, 2019, and as further amended by that certain Second Amendment to Purchase and Development Agreement with an Effective Date of April 16, 2021, and as further amended by that certain Third Amendment to Purchase and Development Agreement with an Effective Date of April 30, 2021 (the Original Development Agreement, as so amended, the “Development Agreement”), with respect to certain property located in the City of Wausau, County of Marathon, State of Wisconsin, as more particularly described in the Development Agreement; any capitalized term used in this Amendment but not defined herein shall have the meaning assigned to that term in the Development Agreement; and

WHEREAS, Blenker was unable to commence the Project-Phase III by May 31, 2021 and has requested an extension to the Project Commencement Deadline-Phase III and Project Completion Deadline-Phase III; and

WHEREAS, the City, Blenker and Aedifix desire to amend the Development Agreement subject to the terms and conditions herein.

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

1. Amendments.

a. Section 1.z. of the Development Agreement is hereby amended such that the Project Commencement Deadline-Phase III shall be June 1, 2022.

b. Section 1.d. of the Development Agreement is hereby amended such that the Project Completion Deadline shall be December 31, 2024.

2. Recordings. Notwithstanding anything to the contrary in the Development Agreement, the City hereby agrees that the Mortgage will not be recorded against the Phase III Property. However, the parties hereto hereby agree that the short form memorandum of the Development Agreement attached hereto as Exhibit A shall be recorded against the Phase III Property immediately following the deed transferring the Phase III Property to Aedifix.

3. Reaffirmation of Development Agreement. The Development Agreement, as modified by this 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 Amendment remain in full force and effect.

4. Representations and Warranties of Developer. Blenker and Aedifix each hereby represents and warrants to the City that:

a. After giving effect to this Amendment, all of the representations and warranties made by Developer in the Development Agreement are true and accurate in all material respects with respect to such entity on the Effective Date of this Amendment, and, other than the Existing Default, no event of default under the Development Agreement has occurred and is continuing as of the Effective Date of this Amendment; provided, however, that with respect to the representation in Section 5.e of the Original Development Agreement, with respect to Aedifix, the words "limited liability company" are hereby replaced with "corporation".

b. The making, execution and delivery of this Amendment, and performance of and compliance with the terms of the Development Agreement, as amended, have been duly authorized by all necessary action of such entity. This Amendment is the valid and binding obligation of such entity, enforceable against such entity in accordance with its terms.

5. Miscellaneous. If any provision of this Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions of this Amendment shall remain in full force and effect and this Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist. This 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 electronically scanned signatures shall be binding on all parties. This Amendment shall be governed in all respects by the laws of the State of Wisconsin.

[SIGNATURE PAGE FOLLOWS]

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

BLINKER:

BLINKER DEVELOPMENTS, LLC

By: _____
Name: _____
Title: _____

AEDIFIX:

AEDIFIX BUILDS, INC.

By: _____
Name: _____
Title: _____

CITY:

CITY OF WAUSAU

By: _____
Katie Rosenberg, Mayor

Attest: _____
Mary A. Goede, Deputy Clerk

EXHIBIT A

MEMORANDUM – PHASE III PROPERTY

[ATTACH TO THIS COVER PAGE]

**MEMORANDUM OF
DEVELOPMENT AGREEMENT
(Blenker River East Brownstones)**

Document Number

Document Name

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (Blenker River East Brownstones) (this "Memorandum") is made and entered into as of the _____ day of November, 2021, by and among the **City of Wausau, Wisconsin**, a municipal corporation located at 407 Grant Street, Wausau, WI 54403 (the "City"), **Blenker Developments, LLC**, a Wisconsin limited liability company with a mailing address of P.O. Box 40, Amherst, WI 54406 ("Blenker"), and **Aedifix Builds, Inc.**, a Wisconsin corporation with a mailing address of P.O. Box 40, Amherst, WI 54406 ("Owner") (the City, Blenker, and Owner are referred to herein, collectively, as the "Parties").

WHEREAS, the City and Blenker entered into that certain Purchase and Development Agreement dated as of June 1, 2017 (the "Original Development Agreement"), which was amended by that certain First Amendment to Purchase and Development Agreement with an Effective Date of October 29, 2019, between the City and Blenker (the "First Amendment"), which was further amended by that certain Second Amendment to Purchase and Development Agreement with an Effective Date of April 16, 2021, among the City, Blenker, and Owner (the "Second Amendment"), which was further amended by that certain Third Amendment to Purchase and Development Agreement with an Effective Date of April 30, 2021, among the City, Blenker, and Owner (the "Third Amendment") and which was further amended by that certain Fourth Amendment to Purchase and Development Agreement with an Effective Date of _____, 2021, among the City, Blenker and Owner (the "Fourth Amendment") and, together with the Original Development Agreement, the First Amendment, the Second Amendment, and the Third Amendment, and as may be further amended from time to time, the "Development Agreement") with respect to certain property described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Parties desire to place this Memorandum of record in the real estate records for Marathon County, Wisconsin to provide notice to third parties of the Development Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Notice is hereby given that the Parties have entered into the Development Agreement affecting the Property. Until termination of the Development Agreement, the Development Agreement runs with the Property and is binding upon, benefits and burdens the Property, Developer and any subsequent owner and/or mortgagee of all or any portion of the Property and each of their successors and assigns. The Development Agreement imposes certain obligations, liabilities and restrictions on the owners

Recording Area

Name and Return Address

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

See Exhibit A

Parcel Identification Number (PIN)

This is not homestead property.

and/or mortgagees of all or any portion of the Property. The term of the Development Agreement commences as of the date thereof and terminates as provided therein.

2. The terms, conditions and other provisions of the Development Agreement are set forth in the Development Agreement, express reference to which is made for greater particularity as to the terms, conditions and provisions thereof. Without limiting the generality of the foregoing, the Development Agreement contains provisions which (i) provide for a payment in lieu of taxes in the event all or a portion of the Property becomes exempt from property taxes and (ii) a purchase option and a right of first refusal for the benefit of the City with respect to the Property. A copy of the Development Agreement is available upon request from the City at the offices of the City Clerk.

3. This Memorandum is not a complete summary of the Development Agreement. Provisions in this Memorandum shall not be used to interpret the provisions of the Development Agreement. In the event of conflict between this Memorandum and the unrecorded Development Agreement, the unrecorded Development Agreement shall control. The Parties shall execute, deliver, and file of record a termination and release of this Memorandum upon the expiration or earlier termination of the Development Agreement.

4. This Memorandum 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first set forth above.

BLENKER:

BLENKER DEVELOPMENTS, LLC

By: **EXHIBIT – NOT FOR SIGNATURE**

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2021, _____, to me known to be the person who executed the foregoing instrument and to me known to be the _____ of Blenker Developments, LLC, a Wisconsin limited liability company, and acknowledged that he executed the foregoing instrument as such authorized representative of said entity and with its authority.

Print Name: _____

Notary Public, State of _____

My commission: _____

OWNER:

AEDIFIX BUILDS, INC.

By: **EXHIBIT – NOT FOR SIGNATURE**

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2021, _____, to me known to be the person who executed the foregoing instrument and to me known to be the _____ of Aedifix Builds, Inc., a Wisconsin corporation, and acknowledged that he executed the foregoing instrument as such authorized representative of said entity and with its authority.

Print Name: _____

Notary Public, State of _____

My commission: _____

THE CITY:

THE CITY OF WAUSAU, WISCONSIN

By: **EXHIBIT – NOT FOR SIGNATURE**

Katie Rosenberg, Mayor

Attest:

By: **EXHIBIT – NOT FOR SIGNATURE**

Mary A. Goede, Deputy Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2021, Katie Rosenberg and Mary A. Goede, 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 Deputy 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.

Print Name: _____
Notary Public, State of Wisconsin
My commission: _____

This instrument was drafted by:

Anne L. Jacobson
City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Part of Blocks 8 and 10, A. Warren Jr's. Second Addition, being part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, and part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 25, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Lot 1, said Block 10, including the East $\frac{1}{2}$ of vacated N. 2nd Street lying adjacent to said Lot 1 per Document No. 1785386;

and also;

Lot 1, said Block 8, including the West $\frac{1}{2}$ of vacated N. 2nd Street lying adjacent to said Lot 1 per Document No. 1785386, and that part of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying South of said Lot 1 and Northerly and Easterly of the right-of-way of the Chicago, Milwaukee and St. Paul Railway Company and West of a continuation of the East line of said Lot1;

and also;

Certified Survey Map No. 4445 recorded in Office of Register of Deeds for Marathon County in Volume 16 of Certified Survey Maps on Page 213;

and also;

Lot 1 of Certified Survey Map No. 7345 recorded in Office of Register of Deeds for Marathon County in Volume 28 of Certified Survey Maps on Page 118;

and also;

Lot 1 of Certified Survey Map No. 6940 recorded in Office of Register of Deeds for Marathon County in Volume 26 of Certified Survey Maps on Page 133.



GORMAN
& COMPANY, INC.



**City of Wausau
Westside Battery RFP
Date: October 14, 2021
ATTN: Liz Brodek**



200 N. Main Street | Oregon, WI 53575

P: (608) 835-3900

F: (608) 835-3922

www.GormanUSA.com

REAL ESTATE DEVELOPMENT

MILWAUKEE MIAMI PHOENIX CHICAGO DENVER

October 14, 2021

Liz Brodek
Planning, Community & Economic Development
407 Grant Street,
Wausau, WI 54403-4783

RE: City of Wausau Westside Battery RFP

Liz Brodek,

Gorman & Company, LLC is pleased to submit a redevelopment proposal for the City of Wausau's Westside Battery RFP dated 9/7/2021. Please note that Gorman & Company has thoroughly read and understands the entire RFP.

If you have any questions with respect to Gorman's RFP submission, please contact me by e-mail at tmatkom@gormanusa.com; by cell phone at (414) 617-9997; or by mail at Gorman headquarters at 200 N. Main Street, Oregon, Wisconsin 53575.

Sincerely,

Ted Matkom

A handwritten signature in black ink, appearing to read "Ted B. Matkom", written in a cursive style.

Wisconsin Market President, Gorman & Company

Section 1

Developer: Gorman & Company

Address: 200 North Main Street, Oregon, WI 53575

Phone: (414) 617-9997

Email: tclaybaugh@gormanusa.com

Section 2

Gorman & Company, LLC is pleased to submit this response to the City of Wausau's Request for Proposals (RFP) for the redevelopment of the former "Westside Battery" and "L&S Printing" sites at 415 South First Avenue on the City's West Riverfront. We are proposing the construction of a 55-unit affordable multifamily housing development on these two parcels. The property will offer several amenities including a community room, a fitness center, and underground parking spaces.

This site is located in Marathon County's Census Tract 1, which has recorded a rental vacancy rate of 0% across nearly 1,000 total rental housing units for the last three years according to the United States Census Bureau's American Community Survey (ACS). The ACS also revealed that 53.8% of rental households in this census tract are classified as being rent burdened according to HUD's definition – spending more than 30% of their gross household income on housing-related expenses.

The low rental vacancy rate and high concentration of rent-burdened households illustrate a need for affordable housing in this census tract. This new development on the Wisconsin River in close proximity to downtown will reinvigorate these formerly industrial parcels and will provide much-needed quality affordable housing to the City of Wausau. If our proposal is chosen, we will apply for state and federal 4% low-income housing tax credits to finance a majority of our development.

Gorman & Company is committed to achieving energy efficiency to the standards set forth by the Energy Efficiency and Sustainability category on WHEDA's tax credit application. This requires our property to be built to the Wisconsin Green Built Home standard. Upon request, we can provide the City with a checklist that shows how we plan to reach this standard. Our property will be close to two bus stops that service three major routes. This will reduce our tenants' reliance on their cars.

Our development will contribute to the City's strategic goal of placemaking. It will transform space that is now blighted and contaminated into an aesthetically pleasing place for Wausau residents to call home. The property will provide residents access to Wausau's most important natural amenity – the Wisconsin River – and will dramatically improve the built environment of the neighborhood. Our plan is architecturally unique, creative in its use, and activates the street and public waterfront.

Section 3

Please see our preliminary site plan for the property drafted by Korb & Associates in Appendix I. At this time, we don't have elevations available, but we will be designing in conjunction with the City's approval process.

Section 4

Our property will stand four stories and boast stunning views of the Wisconsin River from several residential units and common spaces including the first-floor community room and fitness center. The structure's footprint will maximize the use of the site. To use the site as efficiently as possible, we will offer underground parking to our residents to avoid the need for surface parking stalls. The green space between the building and the Wisconsin River will serve as a common green space for residents that will include amenities such as picnic tables, community grills, and a tot lot for kids.

Section 5

Gorman & Company offers the City of Wausau \$100,000 for this redevelopment site. Our offer is contingent upon the project being awarded a competitive tax credit allocation and an investigation into the costs required to clear the existing structures and to remediate any contaminated soil. We are committed to working with the City to identify and apply for grants to finance these activities.

Section 6

The estimated cost of this redevelopment project is \$15,675,000. This figure is consistent with the 19.4% increase in building material prices during the 12 months prior to August 2021. Please read a short article written by economist David Logan with the National Association of Home Builders (NAHB) about these increasing prices since the onset of the COVID-19 pandemic in Appendix II.

Given the property's expected first-year Net Operating Income (NOI) of almost \$175,000 per year, we anticipate it to achieve a valuation of over \$2,340,000 – a significant taxable value to the City.

We expect the schedule of milestones for our proposed development to follow the timeline below:

Milestone	Timeline
Submit RFP Proposal	10/14/2021
Receive Response from City	10/15/2021 – 10/31/2021
Submit LIHTC Application	12/10/2021
Receive LIHTC Allocation	4/30/2022
Coordinate Sources / Design / Approvals	5/1/2022 – 11/30/2022
Close on Financing	3/31//2023
Construction	4/1/2023 – 6/30/2024
Certificate of Occupancy	6/30/2024

Section 7

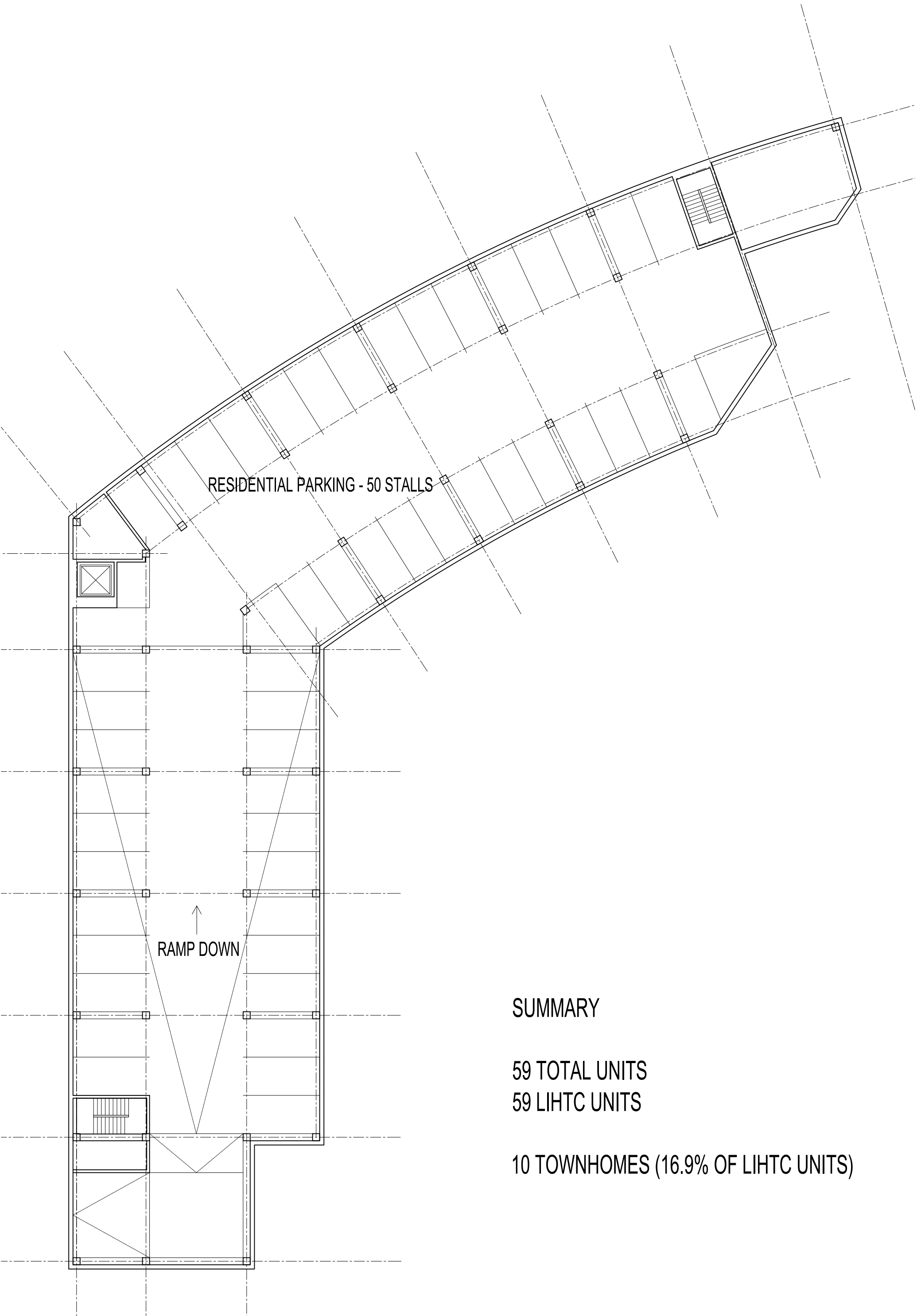
Please see our corporate resume that includes brief biographies of key figures from our executive, development, construction, architectural, and property management teams, as well as a description of our company and profiles of our other successful urban redevelopment projects in Appendix III.

Section 8

Gorman & Company's proposed redevelopment of this site will require financial assistance from the City. The sources required to finance this proposed redevelopment of the site will be as follows:

Source	Amount
Federal Tax Credit Equity	\$6,635,000
State Tax Credit Equity	\$3,212,000
Permanent Loan	\$2,577,000
Housing Trust Fund	\$500,000
Affordable Housing Fund	\$825,000
Deferred Developer Fee	\$210,000
Gap Financing	\$1,716,000
Total Development Cost	\$15,675,000

The permanent loan amount state above assumes that we will receive eight project-based vouchers (PBVs). Please note that the gap financing line item will entail some type of city participation: tax increment financing (TIF), HOME funds, and/or ARPA funds.



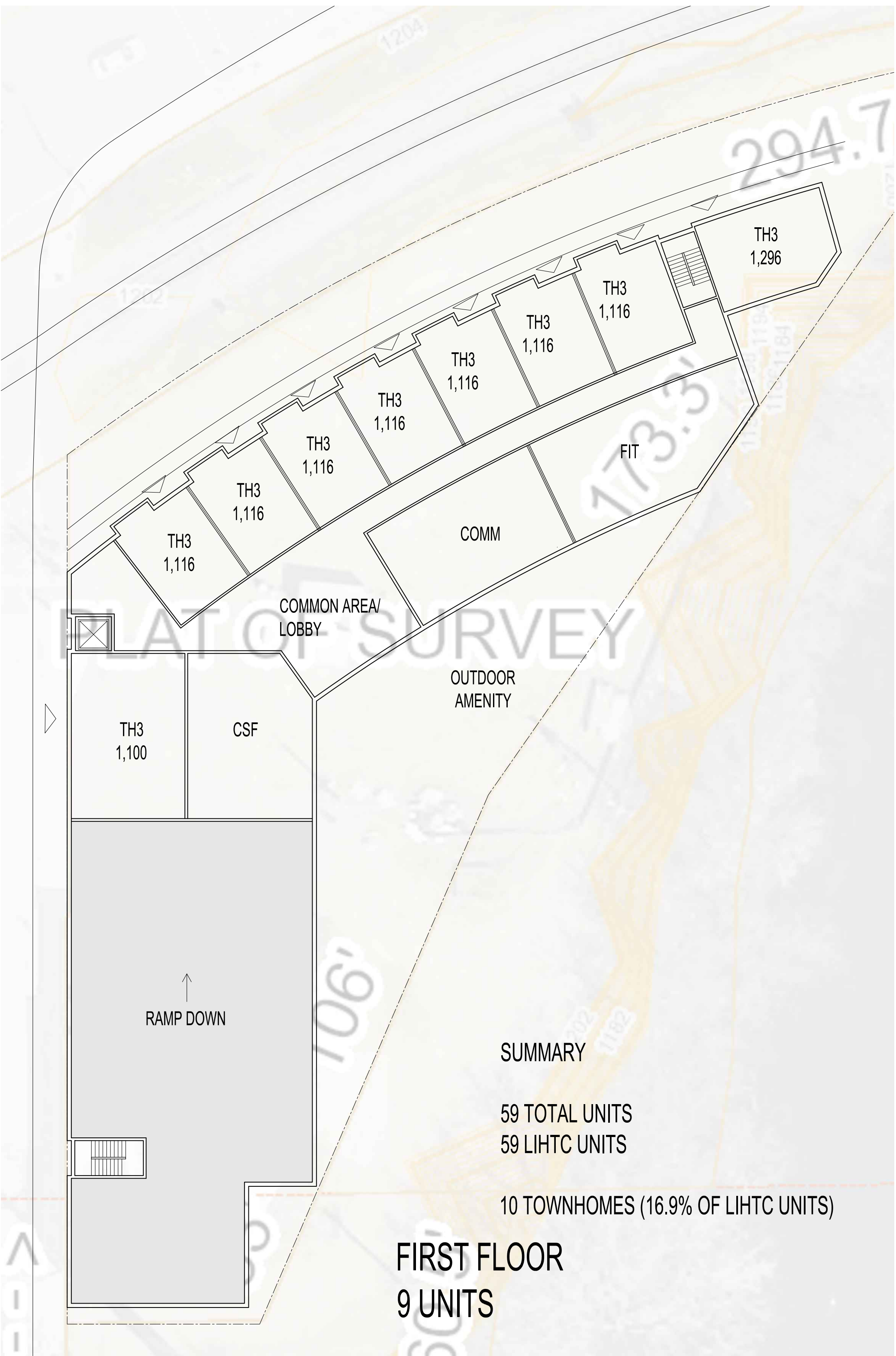
RESIDENTIAL PARKING - 50 STALLS

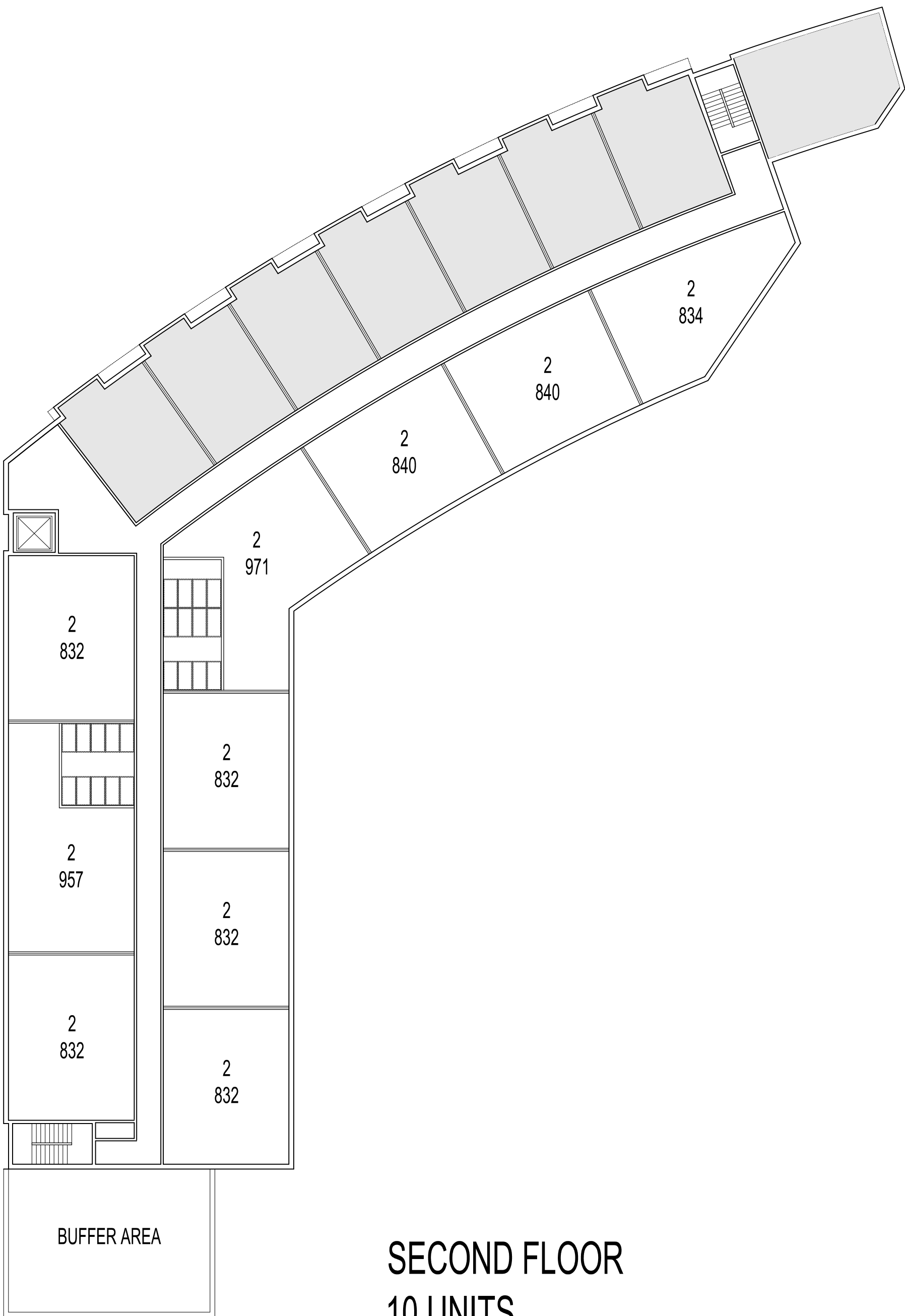
↑
RAMP DOWN

SUMMARY

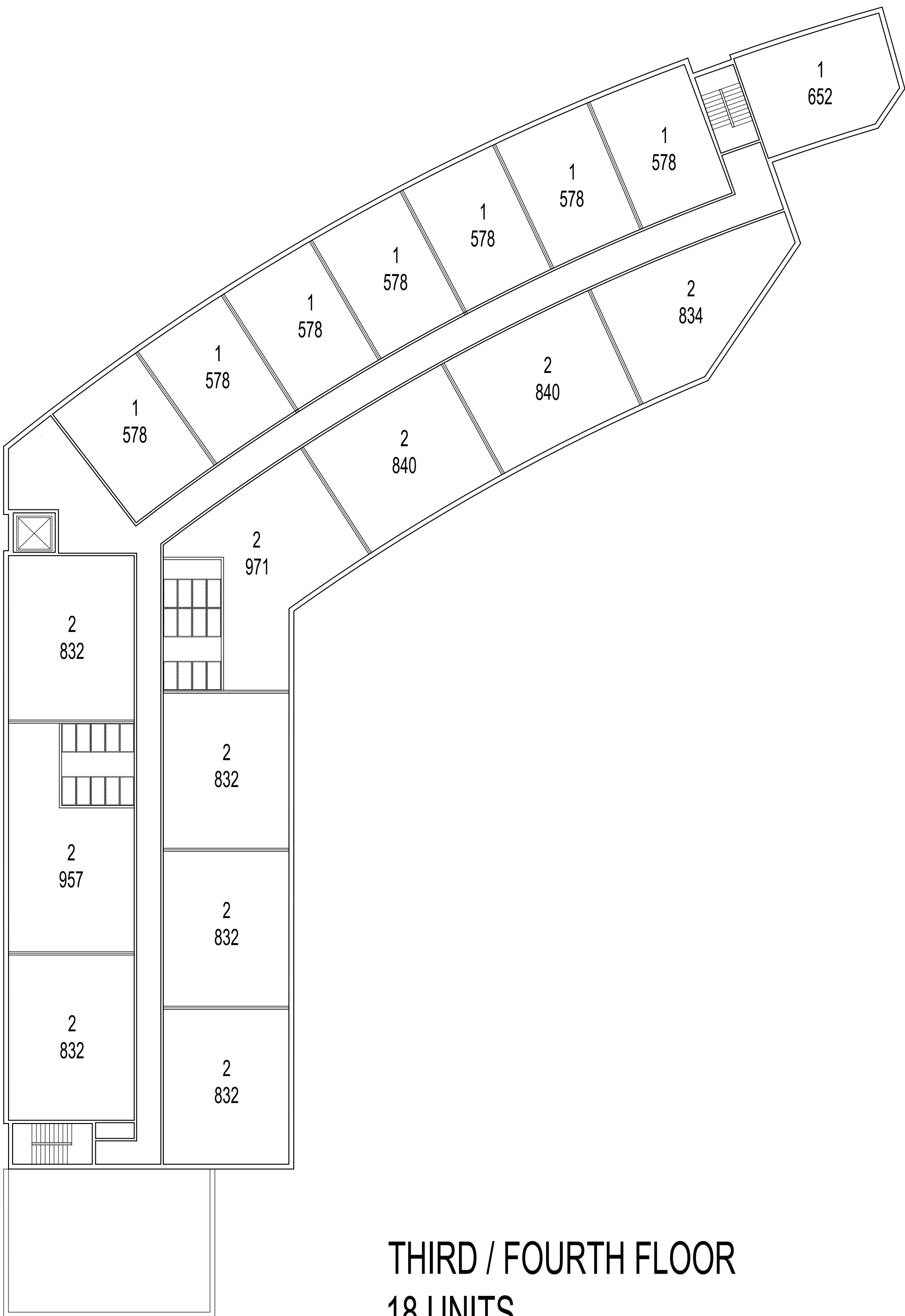
59 TOTAL UNITS
59 LIHTC UNITS

10 TOWNHOMES (16.9% OF LIHTC UNITS)





SECOND FLOOR
10 UNITS

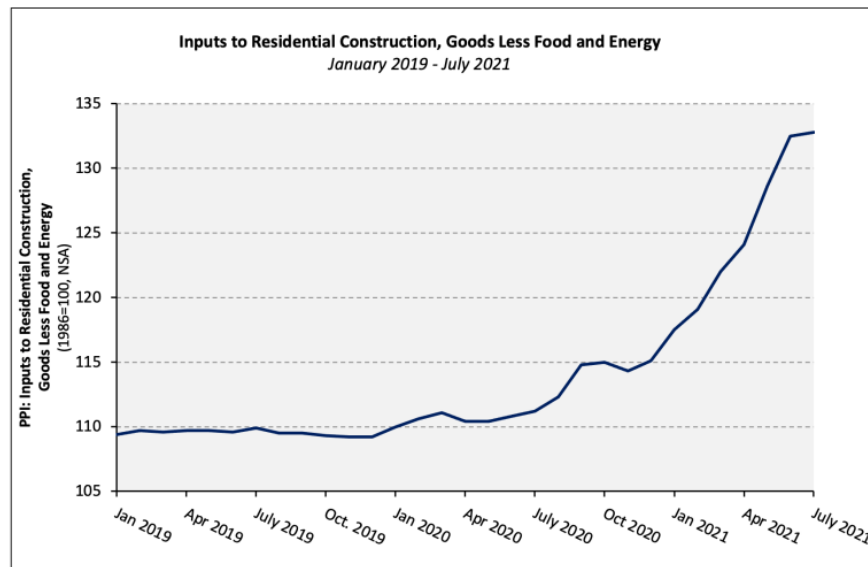


THIRD / FOURTH FLOOR
18 UNITS

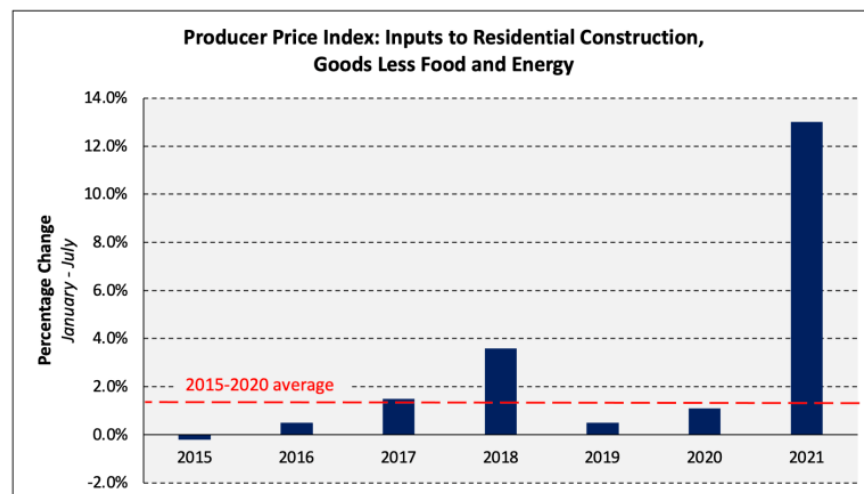
Building Material Prices Climbing at Record Year-to-Date Pace

Filed in [Economics](#), [Material Costs](#), [Trends](#) on August 16, 2021 • [4 Comments](#)

Despite significant drops in framing lumber prices in recent months, overall building material prices have increased 19.4% during the past 12 months and 13% year to date, according to the latest Producer Price Index (PPI) [report](#) released by the Bureau of Labor Statistics. Prices paid for goods used in residential construction (excluding energy) rose 0.2% in July after climbing 3% in June (not seasonally adjusted). Building materials (i.e., inputs to residential construction less food and energy) prices have declined just twice since December 2019.



The record year-to-date increase stands in stark contrast with the same period in 2020, during which prices increased 1.1%. The average change in the building materials PPI between January and July was +1.2% from 2015 through 2019 (the most recent data available), less than one-tenth the gain thus far in 2021.



Price Data for Key Materials

Steel mill products prices climbed 10.8% in July following a 6.2% increase in June. The pace of increases has accelerated each of the last two months, and prices have climbed 108.6% over the past 12 months and 87.6% in 2021 alone.

The monthly change in the steel mill products PPI increased by more than 10% only three times (in 1947, 1948 and 2008) over the 80-year period ending in 2020. Monthly increases have already exceeded that mark four times in 2021.

The PPI for softwood lumber (seasonally adjusted) decreased 29.0% in July — the largest monthly decline since tracking of the series began in 1947. Prior to 2020, the largest monthly drop in the softwood lumber PPI was a -10.7% reading from April 1980. The steep decrease came on the heels of an unexpectedly mild 0.7% decline in June as the cash price of lumber began falling precipitously in mid-May. The PPI for softwood lumber has fallen 29.5% from its peak but remains 71.9% above its January 2020 level.

Although the direction of the softwood lumber index value change is encouraging, the continued volatility is not. Price volatility as measured monthly by the PPI or weekly by industry publications remains at an all-time high for a 12-month period.

Prices paid for gypsum products increased 2.5% in July and are up 15.8% year to date. Over the past 12 months, the index has climbed 21.7% — the largest 12-month increase since July 2006.

Ready-mix concrete prices were unchanged in July (seasonally adjusted) after increasing 1.1% in June.

NAHB economist David Logan provides more analysis in this [Eye on Housing blog post](#).

HISTORY

Gary J. Gorman started Gorman & Company in 1984 to develop, syndicate, and manage multifamily housing properties. Gorman & Company has become one of the largest and most respected multifamily development firms in the region. Currently Gorman & Company employs over 400 individuals.

Gorman & Company has been ranked the 7th largest affordable housing developer nationally by Affordable Housing Finance. With more than 130+ community revitalization projects in the portfolio, Gorman & Company has experience developing some of the nation's highest quality affordable housing and neighborhood revitalization projects.

MISSION STATEMENT

At Gorman & Company, we work to revitalize communities through innovative housing partnerships. As a trusted partner and respected industry leader since 1984, we specialize in: downtown revitalization, the preservation of affordable housing, workforce housing, and the adaptive reuse of significant historic buildings.

PHILOSOPHY

Gorman & Company works closely with local governments and municipal groups to help cities meet their development, planning, economic and social goals. Gorman's staff brings a broad range of development, design, construction, and real-life experience to the development process and applies those skills to solve problems and help communities bring their plans to reality.

Gorman & Company has developed innovative and catalytic properties in partnership with communities in Arizona, Arkansas, Colorado, Florida, Illinois, Mississippi, New Mexico, Ohio, and Wisconsin.

CORE PURPOSE

Initiate strategies and implement solutions to revitalize communities and build strong neighborhoods.

CORE VALUES

All our activities will be executed in a manner that is consistent with our Core Values:

- We create and protect the best reputation at all costs
- We treat our people as our most important asset
- We provide first class service to our customers at all times
- We provide value and quality to meet or exceed customer expectations
- We maintain financial discipline to preserve and build long term economic strength
- We act in an honest, respectful, responsive, and professional manner always

EXPERIENCE

Acquisition + Rehabilitation | Public Housing Redevelopment | Special Needs + Supportive Housing | Senior Housing + Grandfamily | New Construction

Since 1984, Gorman & Company has specialized in downtown revitalization, historic preservation, mixed-use, live-work, workforce housing, neighborhood transformations, and preservation of affordable housing options. We have been recognized as one of the nation's "Top 50 Affordable Housing Developers" by Affordable Housing Finance and regularly received local and national recognition for our developments.

Our team has a proven record of accomplishment of cultivating successful partnerships with a wide range of groups including municipalities, corporations, housing authorities, nonprofit organizations, private investors, businesses, and community stakeholders. We bring with us our ability to assemble a wide array of resources necessary to tackle challenging development projects all while maintaining the community vision.

Of the 130+ projects that we have completed, we have never had a foreclosure, never defaulted, and never had a general partner replaced by the investor. We stand by our commitments. When we receive an RFP award, we enthusiastically deliver on our promises.



EXECUTIVE TEAM

BRIAN SWANTON | PRESIDENT & CEO



Brian Swanton transitioned into the role of President & Chief Executive Officer for Gorman & Company in 2018, after serving as the Arizona Market President since 2008. During his tenure as Arizona Market President, Mr. Swanton led a multi-disciplinary team that designed and constructed over 1,000 units of new housing across the State with an emphasis on permanent supportive housing for families, seniors, veterans, and chronically homeless populations in both urban and rural locations. Mr. Swanton also redeveloped some of the first public housing units in the country using HUD's Rental Assistance Demonstration (RAD) program. As President & CEO, Mr. Swanton oversees all of Gorman's business units, including design, construction, development, property & asset management, and administration. Prior to joining Gorman, Mr. Swanton held various leadership positions in the non-profit sector, where

he directed the preservation and construction of over 2,300 units of housing in 29 residential communities across Arizona and successfully refinanced and/or repositioned 1,702 units of existing affordable housing. Mr. Swanton also spent eight years of his career in the public sector, having served as the Housing Development Manager for the City of Scottsdale, as well as other positions in housing and community development with the City of Glendale, AZ, the Arizona Department of Housing, and the City of Quincy, MA.

Mr. Swanton holds a Master of Public Administration and a Bachelor of Science in Urban Planning, both from Arizona State University where he has taught graduate and undergraduate courses in housing finance and neighborhood revitalization. Brian is also certified as a Housing Development Finance Professional by the National Development Council. Brian is the past Chairman of the Board of Directors for the Arizona Housing Alliance, Arizona's only statewide affordable housing advocacy organization, guiding that organization through a merger with the Arizona Coalition to End Homelessness in 2017. Brian continues to serve on the Board of the newly merged organization, the Arizona Housing Coalition. Brian is also an active member of Greater Phoenix Leadership, the Arizona Multihousing Association, the Housing Advisory Group (HAG), the Affordable Housing Developers Council (AHDC), and the Affordable Housing Tax Credit Coalition where he advocates on the federal, state, and local levels to advance affordable housing resources across the U.S.

MIKE REDMAN | CHIEF FINANCIAL OFFICER

Mike joined Gorman & Company in 2014 as the Corporate Controller. He directly supervises all aspects of the accounting department including oversight of the budget process, tax preparation, and audit. He brings to Gorman & Company many years of diverse work experience from such industries as hotel development and management, construction, retail, and transportation. His background includes being a member of corporate leadership teams and serving in various leadership roles such as CFO, Controller, and Vice President – Finance. Mike holds a degree from Upper Iowa University and is a Certified Public Accountant. He is a member of the AICPA and WICPA and has served on boards of not-for-profit organizations.



GARY J. GORMAN | CHAIRMAN OF THE BOARD



After completing his B.A. in Economics and Law Degrees from the University of Wisconsin at Madison, Mr. Gorman began his career as a practicing attorney focusing on representation of developers and real estate syndicators. In 1984 Mr. Gorman formed a firm for the purpose of developing and syndicating multifamily real estate projects. After the passage of the Tax Reform Act of 1986, Mr. Gorman specialized in the development of affordable multifamily rental communities utilizing the tax credit created by Section 42 of the 1986 Tax Reform Act.

Gorman & Company is now a major developer of affordable rental housing as well as historic renovations. The firm has offices in Wisconsin, Illinois, Arizona, Colorado, and Florida, as well as projects in six states. Gorman & Company has in-house design and construction divisions that have successfully completed over one billion dollars of new construction and major renovations. Its affiliated property management firm manages over six thousand units.

TOM CAPP | VICE CHAIRMAN OF THE BOARD

Tom Capp has directed Gorman & Company's real estate development since 1994. Under his direction, the company has focused on urban revitalization, mixed-income housing, historic preservation, and the preservation of affordable housing. Prior to joining Gorman & Company, Mr. Capp was a Senior Associate at Camiros, Inc., an urban planning firm based in Chicago. Mr. Capp is a former public official having served as mayor of Fitchburg, Wisconsin, where he also served as chairman of the city's Planning Commission and chairman of its Economic Development Commission. As executive assistant to Dane County Executive Rick Phelps from 1993-1994, he directed land use and development policy for Dane County (Madison, Wisconsin, and surrounding areas).



Mr. Capp has a degree in Economics and Political Science from the University of Illinois at Champaign-Urbana. Tom has served on many industry boards and commissions. He currently serves on the Board of Directors of the National Housing and Rehabilitation Association. In 2007 he was appointed by the White House as a Panel Expert for the Preserve America Summit, an initiative created by executive order to modernize our nation's approaches to historic preservation. He is a frequent speaker and presenter at conferences sponsored by state housing authorities, planning associations, and housing industry groups such as NCSHA, NH&RA, and IPED.

DEVELOPMENT TEAM

TED MATKOM | WISCONSIN MARKET PRESIDENT

Ted Matkom has held the role of Wisconsin Market President over the past 10 years with Gorman & Company and has also served as General Counsel for the past thirteen years. Ted has a wealth of experience in developing both residential and commercial real estate. He served five years on the board of directors for Menomonee Valley Partners, the non-profit development entity designated to revitalize Milwaukee's Menomonee Valley industrial park. For the past 8 years, Ted has been President of The Corridor, Inc., a nonprofit organization that has been charged with helping to redevelop the "30th Street Corridor" in the heart of Milwaukee. He has also been appointed for the past six years to the Board of Directors for the Milwaukee Area Workforce Investment Board, Inc.



Ted has a Bachelor of Arts in International Relations and Political Science from the University of Wisconsin-Madison, and a Doctorate of Law from Marquette University.

RACHEL SNETHEN | DIRECTOR OF DEVELOPMENT COORDINATION

Rachel Snethen has worked for Gorman & Company since 2010, primarily focusing on Development and the EB-5 Regional Center. In her role as Director of Development Coordination, she manages and oversees the Development Coordinators by providing training and mentorship and implementing best practices among the development team. She also serves a key role in development by working to manage efforts between various funding partners through closing, construction, and stabilization. In Ms. Snethen's role of overseeing the EB-5 Regional Center, she leads all activities including writing business plans, researching project job creation, and directing market/impact studies for projects. Ms. Snethen serves as a key communicator between attorneys, economists, developers, and marketing partners in and across the world, and has helped the firm raise \$30 million in EB-5 funds for the regional center. Ms. Snethen holds a master's degree in business administration (MBA) and B.S. in Management from Franklin University and an Associate Degree in Real Estate from Madison College.

DUANE BUSCHER | FINANCIAL ANALYST

Duane Buscher serves as Financial Analyst for Gorman & Company, focusing primarily on underwriting Low-Income Housing Tax Credit projects. Mr. Buscher works closely with the Market Presidents and Construction Accounting team at all stages of the development process to evaluate project feasibility and conduct proforma analysis. Mr. Buscher joined the team at Gorman & Company in September 2014, having most recently worked in a similar role as an Underwriter for the Missouri Housing Development Commission. Mr. Buscher has a BA in Psychology and a master's degree in Urban Planning from the University of Kansas.

GORMAN ARCHITECTURAL

Gorman Architectural, LLC was formed in 1998. Gorman's architects have specialized in historic adaptive reuse; mixed use, mixed income; and the preservation of existing affordable housing. Projects designed by Gorman Architectural have won numerous awards and have attained the highest standards of sustainable/green design and accessible design.

We design projects with the intention of creating a sense of community, vitality, and openness. Thoughtful and careful arrangement of the main functions is paramount to a successful project. Gorman's integrated design process includes high efficiency, healthy building, low-impact development techniques, and the incorporation of natural, social, and cultural elements in the design.

Working with stakeholders and future residents allows us to tailor amenities to accommodate not only required activities but to find the overlap or synergistic opportunities planned facilities provide. We also design for energy efficiency and ease of maintenance. We manage a great many residential projects and have learned a lot about upkeep and maintenance.

PATRICK PATRELLO | DIRECTOR OF ARCHITECTURE



Patrick has 20 years of experience in commercial and residential architectural design. He is a registered Architect in Illinois, Wisconsin, Florida, Michigan, Colorado, Arizona, Arkansas, Indiana, Ohio, New Mexico, and is NCARB certified. His experience includes a wide range of construction types and occupancy classifications including adaptive reuse and new construction. While with Gorman, Patrick has served as the Project Architect, Architect of Record, and Director of Architecture for over 900 units of housing and/or hotel guest rooms spread over several developments in six states.

Prior to joining Gorman & Company, Patrick worked for the University of Wisconsin and the City of Detroit. Previously, he was with an award winning Chicago architecture firm recognized as a leader in the design of mid to high-rise residential and mixed-use developments. Patrick received his Bachelors and Masters of Architecture degrees from the University of Michigan. Patrick is a member of the American Institute of Architects and the Congress of New Urbanism. He is passionate about urban redevelopment and the psychological effect of quality housing. Outside of Architecture, he enjoys coaching his two sons Little League Baseball teams, traveling, and spending time in Door County, WI.

GORMAN GENERAL CONTRACTORS

Gorman General Contractors, LLC serves as General Contractor on Gorman & Company development projects. The company believes that the best way to ensure high quality and timely construction is to build its own projects. This level of accountability leads to greater attention to detail and the ability to support each construction phase. Gorman continually improves its construction practices with each successive development because everything is done in-house. Gorman General Contractors, LLC has constructed numerous multifamily communities and has often led the way with communities and with State Housing Authorities in establishing higher targets for minority and emerging sub-contractors.

Because it continues to build superior relationships with strong subcontractors, Gorman General Contractors, LLC can achieve top quality results and often finishes its projects ahead of schedule. Gorman's construction team consists of project managers, on-site field superintendents, and a Director of Construction - all of whom daily oversee work in progress. When challenges arise on the job site, Gorman General Contractors is positioned to quickly resolve issues through close collaboration with its in-house architectural staff.

RON SWIGGUM | VICE PRESIDENT OF CONSTRUCTION



Ron has over 25 years of experience in construction project management. As part of a vertically integrated development company, he has a breadth of skills beyond general contracting including coordination of design professionals, space planning, life cycle costing, development and training of personnel, strategic business planning, risk management, staff leadership, profit and loss oversight, and customer relations. Ron directed construction for one of the largest "Green Communities" Public Housing Authority developments east of the Mississippi River and oversaw the construction for an innovative workforce housing development in Monroe County, Florida. He also served as Construction Project Manager for award winning Gorman & Company affordable housing development in Glendale, Arizona as well as a LEED

Platinum project. Ron has most recently completed oversight for an \$80M Hotel and Convention Center in the City of Rockford, Illinois.

STACY KRONEBUSCH | DIRECTOR OF CONSTRUCTION COMPLIANCE

Stacy has over 25 years of experience in project management, construction office management, compliance management, and customer relations. Stacy's project experience includes single-family homes, multi-family, senior living, hotels, and waterparks. As Director of Construction Compliance, Stacy provides training, compliance management, management of policy and procedures for the construction field and office teams for all markets. Attention to detail and strong compliance skills help ensure the success of projects. Stacy has worked with Gorman & Company for 10 years and her prior work experience was for a company that built waterparks and worked for an architect firm and at one time was part owner of a residential construction company.

TOM JONES | DIRECTOR OF PRECONSTRUCTION

Tom has over 20 years of overall experience in design, project management, budgetary and competitive estimating, space planning, on-site construction, and customer relations. Tom's project experience includes single family homes and developments, multi-family, senior living, and office tenant improvements. As the Director of Preconstruction at Gorman & Company, Tom provides facility assessments, budgets (both conceptual and hard) and value engineering on projects for all Gorman & Company's markets. Attention to detail and precision estimates help Tom to ensure the success of projects. Tom attended MATC and holds a Residential Design degree along with having a Wisconsin Dwelling Contractors License and a State of Wisconsin Certified UDC Construction Building Inspector License.

ROB PADLEY | PROJECT MANAGER

Rob has over 17 years of experience in construction management roles, starting his career as a Field Superintendent and quickly ascending to the role of Project Manager. His background and field experience are important components when performing critical project functions such as conceptual estimating, scheduling, establishing comprehensive scopes of work, contract negotiation, field quality reviews and complete budget oversight. Rob has been involved in helping to develop innovative workforce development programs with select training centers in the Milwaukee area, including Northcott Neighborhood House, and fostering relationships with Small Business Enterprises (SBE's) registered with the City of Milwaukee. Since coming to Gorman & Company in 2010 Rob has overseen the construction of 800+ multi-family units across a broad range of project types including new ground up construction, urban infill sites, historical rehabs, adaptive reuse, and acquisition rehab of existing buildings.

TED MCMILLIAN | PROJECT MANAGER

Ted has over 30 years of construction experience in project management, estimating and fieldwork. Ted's past project experience includes multi-family, hospitality, educational, medical, public works, and manufacturing, office, and retail projects. As a project manager at Gorman & Company, Ted manages the project specific construction process and works with the development, design, and management teams throughout the entire project life cycle. Attention to detail and collaboration help Ted ensure that projects will be completed on time and on budget. Ted earned his BS in Construction Management from the University of Wisconsin – Stout.

OPERATIONS

Gorman & Company formed its property management division in 1991. Gorman & Company manages 60+ apartment communities, totaling over 5,000 units. Controlling our management company within the Gorman & Company umbrella allows us to customize our tenant selection criteria to our specific target population while conforming to investor and Section 42 compliance regulations.

Gorman & Company also provides Asset Management services for projects. The scope of services provided by Gorman for asset management includes asset financial monitoring, performance review, tracking loans and reimbursements, stakeholder reporting, and reserve tracking. Asset management also tracks month to date, year to date, and quarterly NOI and DCR (Debt Coverage Ratio) tracking. They also review and approve budgets for assets.

LAURA NARDUZZI | DIRECTOR OF OPERATIONS

Laura received her degree in Hotel and Restaurant Management from the University of Wisconsin – Stout in 1989. She began her hotel career with The North Central Group, a hotel management and development company. She held various positions in her 20-year tenure with that company including the Vice President of Operations. In that role, she was responsible for a \$90 million highly reputable hotel portfolio of Hilton and Marriott brands, which received several brand awards. She joined Gorman & Company in 2009 and now is the Director of Operations.



She directly oversees the operations of Gorman & Company's management division as well as supervises several corporate functions including facilities, marketing, training, and compliance. She works closely with the third-party management companies ensuring Gorman & Company's standards are synonymous across all markets. Laura works closely with Development, Design and Construction in the development process to insure strong viability and long-term sustainability.

THOMAS PIACENTINE | FACILITIES MANAGER

Upon Graduation from the Milwaukee School of Engineering, he worked in the electrical contracting field as a project manager for over 10 years, focusing on large construction, retail, housing, and low voltage projects. During that time, he also completed his Master's in Engineering Management from the Milwaukee School of Engineering. Moving into the General contracting field after that, he has worked as a project manager and Vice President on a wide variety of residential, office, and retail construction over a 20-year period throughout the United States. During that time, he was also active as the owner's representative on many of the projects. He joined Gorman as the Facilities Manager to bring a unique and diverse background of management, operations, and construction management to the property management division. Focusing on preventative maintenance projects, overall asset protection, and working with the design and construction teams to develop first-rate high-quality projects.

SONJA DROSTE | REGIONAL DIRECTOR OF PROPERTY MANAGEMENT

Sonja Droste joined Gorman & Company in 1998 and leads the Wisconsin, IL, MS, and FL Multifamily Market. Responsible for the supervision of the total operations of individual apartment communities in her 3,500+ unit portfolio. She oversees all facets of property operations for the portfolio to achieve financial goals and ownership objectives while adhering to all Gorman & Company policies, all applicable laws, and ordinances, including Fair Housing and equal employment laws. Prior to joining Gorman & Company, Sonja was a regional manager for 12 years with a National Company. She brings a wealth of experience of affordable housing experience, market rate housing and Section 8 housing. She has served in roles as compliance supervisor, regional manager, and new development specialist.

KYLE CULOTTA | DIRECTOR OF ASSET MANAGEMENT



Kyle joined Gorman & Company in 2018 as the Director of Asset Management. In his role he is responsible for developing and maintaining strategic asset management, financial management and risk management activities for the company's portfolio. In his role, he oversees portfolio performance, stakeholder reporting, and insurance administration. Working with external and internal partners, his responsibilities include multi-state oversight of third-party management companies, capital planning, and refinancing/disposition of assets.

Prior to joining Gorman, Mr. Culotta most recently worked with the Wisconsin Housing and Economic Development Authority where he was responsible for overseeing the Authority's Tax-Exempt Bond Portfolio. He has over 10 years of experience in asset management, valuation, development, acquisition/disposition and the aggregation and deployment of capital for high density multifamily, office, hotel, and retail properties. Mr. Culotta received his bachelor's degree in Economics as well as his MBA with an emphasis in Commercial Real Estate Finance from the University of Colorado's Leeds School of Business.

WENDY WEISKE | COMPLIANCE MANAGER

Wendy Weiske is Gorman & Company's Compliance Manager and is responsible for the Compliance performance of all Affordable Housing in the company. She supervises a team of Compliance Specialists that ensure accuracy and provide reporting for all Federal, State and Local Housing Agencies as well as Compliance audits and investors reporting. She and all the Compliance Specialists hold numerous Compliance Certifications and Designations including COS®, COS-P®, HCCP®, TCS® and C3P®. Wendy has over 25-year experience in Compliance oversight working with companies and agencies nationwide to ensure ongoing file and reporting accuracy and quality.

Main Street Apartments (Eleven41 Main)

Marketing Overview

Development

In Service



Project Details

Address	1141 West Main Street, Sun Prairie, WI 53590
Total Number of Project Units	64
Closing Date	12/18/2018
Completion Date	3/25/2020
Income Restrictions	
Unit Types	
Project Type	
Financing Type	
Tax Credits	
Total Development Costs	\$14,490,780
Equity Investor	Cinnaire
Project Narrative	Main Street Apartments is a new construction development consisting of a mix of affordable and market-rate units for families. The project will include 64 units total within a three- and four-story building. Amenities include underground parking, community room, and fitness center. The development is located within the Main Street Corridor of Sun Prairie, a community that has historically been one of the fastest growing communities in Dane County and the state. Sun Prairie has a strong record of economic development and growth, leading to increased demand for quality workforce housing for employees.

Union Corners Grandfamily - Generations at Union Corners

Marketing Overview



Development

Construction Complete



Project Details

Address 2507 Winnebago Street, Madison, WI 53704

Total Number of Project Units 59

Closing Date 9/27/2018

Completion Date 11/22/2019

Income Restrictions

Unit Types

Project Type

Financing Type

Tax Credits

Total Development Costs \$14,802,000

Equity Investor Boston Financial

Project Narrative Generations at Union Corners is a new construction development consisting of a mix of affordable and market-rate units for families. Specifically, this development targets grandfamilies (grandparents raising grandchildren) and kinship families (family members raising other family members' children). The project includes 60 units total between two buildings, both three stories in height. The buildings have access to underground parking with apartments above as well as a community room, supportive service office and programming space, and fitness center. Outdoor space includes a large pedestrian plaza, playground, open green space, and community gardens.



Project Details

Address	204 South Blue Mounds Street, Mount Horeb, WI 53572
Total Number of Project Units	51
Closing Date	7/23/2021
Completion Date	
Income Restrictions	
Unit Types	
Project Type	9%, New Construction
Financing Type	9%, Affordable, AHP
Tax Credits	
Total Development Costs	\$13,787,759
Equity Investor	
Project Narrative	This is an affordable workforce housing development serving families. It is a new construction development in downtown Mount Horeb which will service nearby employers such as Epic and the headquarters of Duluth Trading Company. Landsby is adjacent to Military Ridge State Trail. It is partially funded by Dane County Affordable Housing Funds.



Project Details

Address	1322 East Washington Avenue, Madison, WI 53703
Total Number of Project Units	59
Closing Date	3/1/2020
Completion Date	10/1/2021
Income Restrictions	
Unit Types	
Project Type	9%, New Construction
Financing Type	9%, Affordable, AHP, HOME
Tax Credits	\$9,417,227
Total Development Costs	\$18,948,882
Equity Investor	Boston Financial
Project Narrative	Valor on Washington project is a new construction development consisting of a mix of affordable and market-rate units for families. Specifically, this development will target veteran families and includes a partnership with Dryhooch to provide Veteran services. Dryhooch is a nonprofit organization, formed with the mission of creating safe, comfortable places where Veterans can gather informally in a drug- and alcohol-free environment. Dryhooch will provide a variety of veteran services and support on-site for both residents and non-residents at Valor on Washington. Space on the first floor has been designed to accommodate these services.

Wausau Opportunity Zone, Inc.

October 14, 2021

To: Liz Brodek
City of Wausau's Development Director

Response to RFP

For the Redevelopment of the former "West Side Battery and L&S Printing"
parcels located at 415 South 1st Avenue in Wausau, Wisconsin

Liz Brodek
City of Wausau

October 14, 2021

Re: Proposal for the redevelopment of the former "Westside Battery" and L&S Printing parcels at 415 South First Avenue.

Formal Proposal and Requested Information

1) Developer / Purchaser

Wausau Opportunity Zone, Inc. (WOZ, Inc.)

A for-profit corporation owned by the Greater Wausau Prosperity Partnership, LTD of the Greater Wausau Chamber of Commerce.

2) Executive Summary

Over the course of the last two years, WOZ, Inc. has purchased the former Wausau Center Mall and will be investing millions of dollars into this multi-year effort to revitalize our City Center. The vision that has been developed has been very well-received and we are well on our way to executing various phases of that master plan.

In the course of developing this vision, we incorporated several studies done by the City and others over recent years, which have included:

- TIPS Greater Wausau Region Economic Development Strategic Plan
- Toole Design Wausau Center Urban Design and Transportation Master Plan
- Neighborhood Planners South Riverfront Master Plan
- The River Edge Parkway 2020 Master Plan
- Wausau Comprehensive Plan 2017

An underlying essential component in these reports is to emphatically establish a "Sense of Arrival" when you get to our downtown. The Wausau Chamber has been championing that effort by recently purchasing the Chicago Northwestern Depot, put the WPS Powerhouse under a forty-year lease and is looking to invest millions of dollars into those buildings. WOZ's redevelopment plan creates a new skyline over the JCPenney's ramp and the traversing pedestrian walkway to the south riverfront. Over the years, this RFP has recognized \$180 million being spent in our successful public-private partnerships in the downtown.

WOZ, Inc. sees the location and use of this 1st Street property referenced in this RFP as absolutely crucial in establishing the "Sense of Arrival" by creating a "View Line" of our downtown, beginning at 2nd Avenue. **See Exhibit 1.** This will be a part of the "WOW factor" that we are looking to create, and that will be experienced as we welcome our citizens and visitors into the heart of our city.

We must not lose the potential this property holds for creating that vision and why WOZ, Inc. wants to purchase the property and execute on these objectives.

3) Site Plans Development

There are a number of factors that limit the use of this property. The title search report reveals that there are several easements that affect development from stormwater, WPS lines, railroad, setbacks, accesses, etc. I have included a copy of the title report for your reference as well. See Exhibit 2. Two sides of the existing building are within 8 to 10 feet of the property line and there is a 10" sanitary sewer line running down the middle of the property. See Exhibit 3.

These limitations inevitably limit the use of the property for a sustainable project.

4) Proposed Uses for the Property

1. WOZ, Inc. would like to raze the West Side Battery building in favor of dramatically improving the overall image of the property. This building has exceeded its useful life and has numerous issues in regard to structure, mechanicals, setbacks, code compliance, etc. The opportunity then would be to look for a use with a smaller footprint building consideration.
2. The second consideration would be to leave it as an open area for art, landscaping and temporary uses in keeping with community enrichment uses and the purposes mentioned above.

5) Proposed Purchase Arrangement

WOZ, Inc. would look to close on the property before year-end so it would return to the tax rolls.

Our offer, for your consideration, is to exchange this land for additional land being requested on the mall site for the desired street designs that are being proposed.

As a point of reference, the Amendment to the Purchase and Development Agreement with WOZ, Inc. identified 95,000 s.f. of the mall site being deeded over to the City for construction of the new streets. See Exhibit 4, Page 6. In consultation with the Toole Design Group, administration staff and the CISM committee, the preferred right-of-way has gone from 66' wide to 78' wide. This is still in the design stage, but the 95,000 square feet called for in the contract would increase to 122,000 s.f. See Exhibit 5. Through the design process that number could be reduced slightly. The current assessed value of the mall property is \$15/sq. ft. for the land only, which would indicate the value of 27,000 s.f. would be approximately \$400,000.

With both WOZ, Inc. and the City's desire to close on the property this year, WOZ, Inc. would look to place \$50,000 on the deposit with the City as an indication of our intentions. The \$50,000 would be returned to WOZ, Inc. when the mall land transfers at an appropriate time in the future.

6) Construction

Construction would only occur on the site if a sustainable use would be identified for a smaller building than that of the current structure. The timing of that is yet to be determined.

7) Successful Urban Design Projects

WOZ, Inc. would continue to utilize its design and construction team currently serving on their mall project for evaluating and constructing possible uses.

8) City Funding / Participation

WOZ, Inc. would not look to the City for any financial assistance on this transaction.

Liz,

I look forward to discussing our proposal with your team and working through the details of making this happen. The WOZ, Inc. board is looking forward to developing this site into something very special for our community.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Charles Ghidorzi", with a long horizontal flourish extending to the right.

Charles Ghidorzi
Managing Director
Wausau Opportunity Zone, Inc.

Office of the Mayor
Katie Rosenberg



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

September 7, 2021

Dear Interested Parties,

The City of Wausau is pleased to release this Request for Proposals (RFP) for redevelopment of the former "Westside Battery" (0.22 acre) and "L&S Printing" (0.57 acre) parcels at 415 South First Avenue on the City's West Riverfront.

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 must include 1. proposed property purchase or lease price; 2. estimated construction value; 3. estimated taxable value; 4. architectural renderings of the proposed construction; 5. any request for city participation.

Successful proposals should:

- Complement Downtown Wausau's mix of retail and commercial office.
- Propose a use that complements urban density and maximizes property tax value of the land to City.
- Reutilizes the historic building or proposes an architecturally unique building which meets the City's Urban Design Guidelines.

Event	Date
1. RFP Released	September 9, 2021
2. Proposals Due	October 14, 2021
3. Initial Review of Proposals	October 15, 2021

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

Liz Brodek – Planning, Community & Economic Development, liz.brodek@ci.wausau.wi.us

Sincerely,

Katie Rosenberg
Mayor

407 Grant Street – Wausau, WI 54403

History & Background

The City of Wausau is pleased to accept proposals for the redevelopment of the former Westside Battery and L&S Printing sites on the West Riverfront. The existing structure of the former Westside Battery building is approx. 3,080 square feet and includes a partial basement. Private tours of the building are available upon request by contacting Liz Brodek, City of Wausau Development Director, at liz.brodek@ci.wausau.wi.us or (715) 261-6685.

The City seeks creative proposals which can utilize both of the sites and which could involve the reuse of the existing building or the construction of new buildings. Successful proposals should:

- Complement Downtown Wausau's mix of retail, restaurant, service, and commercial office space
- Propose a use that complements urban density and maximizes property tax value of the land.
- 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.



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 participate. 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://www.wausaudevelopment.com/TIFDevelopment.aspx>

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.

Costs of Proposal

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.

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 architecturally unique, creative in its use, and activates the street and public waterfront. (25 points)*
- *Proposal maximizes the use of the site and provides significant taxable value to the City. (25 Points)*
- *Proposal offers a reasonable purchase price to the City. (10 Points)*
- *Developer possess diverse resources, a successful track record, and strong financial backing for the project. (10 points)*
- *Availability of high-quality design personnel and contractors to complete the project. (10 Points)*
- *Proposal incorporates green building, alternative energy technology and achieves high energy efficiency. (10 Points)*
- *Proposal furthers one or more strategic goals including 1) innovative companies, 2) talented workforce, and/or 3) placemaking. (10 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;
- Accept more than one right to develop;
- 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.

Send proposals by 4:30 p.m. on Wednesday, September 29th, 2021, to the attention of:

Liz Brodek, Planning, Community & Economic Development

407 Grant Street

Wausau, WI 54403-4783

Office: 715-261-6685

Cell: 715-370-9634

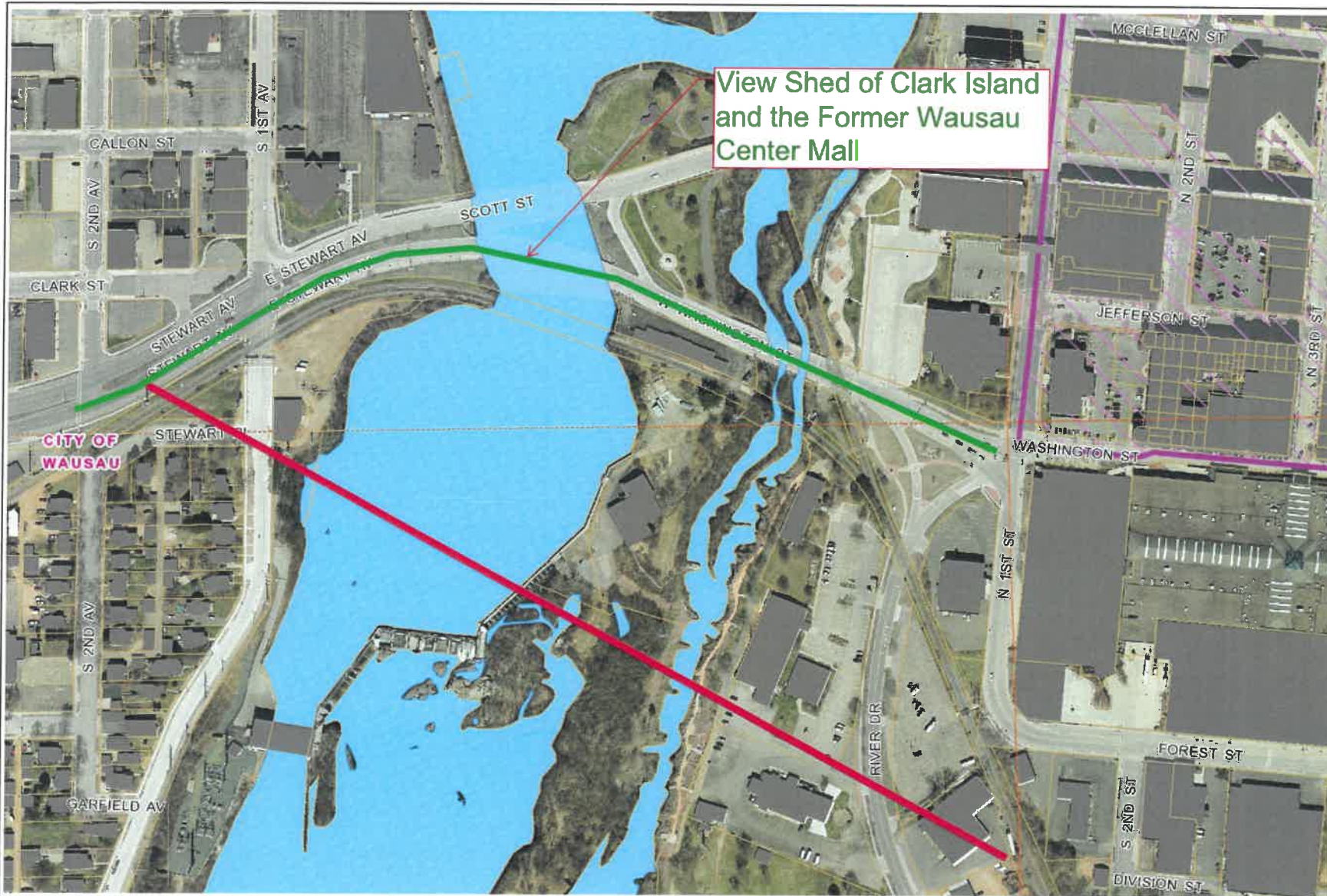
liz.brodek@ci.wausau.wi.us



Current View



Future View



- Legend**
- Muni-Outline (FullExtent)
 - Parcel
 - Section Line/Number
 - Right Of Way
 - Building
 - Annexation (2015 - Present)
 - 2015
 - 2016
 - 2017
 - 2018
 - 2019
 - 2020
 - HighwaySign (FullExtent)
 - USH
 - STH
 - CTH
 - Street Name
 - Lake - Pond
 - River - Stream
 - Wausau Wetland
 - Swamp
 - Local Historic Landmarks
 - National Register Historic Places
 - Historic Districts
 - Andrew Warren District
 - Downtown District
 - Eastside District
 - Highland Park District
 - East Claire Heights District
 - 2020
 - Red: Band_1
 - Blue: Band_3



Notes

View Shed of Clark Island and Wausau Center Mall from Stewart Avenue

Map Created: 8/24/2021
 100.00 0 100.00 Feet
 NAD_1983_HARN_WSCRS_Marathon_County_Feet

DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



RUNKEL ABSTRACT & TITLE CO.

522 Scott Street/P.O. Box 1303
Wausau, Wisconsin 54402-1303
Phone (715) 845-4646 Fax (715)845-6072
Email Address - info@runkel.com

Member of
American Land Title Association
Wisconsin Title Association

Agent for
Chicago Title Insurance Company

Letter Report LR61584

September 21, 2021

Ghidorzi Construction Company LLC
Attn: Chuck Ghidorzi
2100 Stewart Ave., Suite 300
Wausau, WI 54403

Dear Chuck:

We have made a title check to the following described property and find the following information relative thereto:

Effective

Date of Search: September 20, 2021 at 8:00 A.M.

Legal

Description: That part of Government Lot four (4) of Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the intersection of the South line of Stewart Avenue extended East, in the City of Wausau, with the East line of First Avenue, also called Harrison Boulevard; thence East, along the South line of Stewart Avenue extended East, 48 feet; thence Northeasterly, by an angle to the right of 113° and 59', 139 feet; thence Northeasterly, by an angle to the left of 168° and 24', 173.3 feet; thence Northeasterly, by an angle to the left of 135° and 45', 95.2 feet; thence Northeasterly, by an angle to the right of 149° and 12', 41.3 feet to the Southerly line of the right-of-way of the Chicago and Northwestern Railway Company; thence Southwesterly, along said Southerly line of said railroad right of way, 347 feet, more or less, to the intersection of said Southerly line of said railroad right of way and the Easterly line of said First Avenue; thence South, along said Easterly line of First Avenue, 211.9 feet to the place of beginning; excepting that part described in Deed recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Deed Book 383 on page 64; and excepting the rights and privileges granted to the City of Wausau for sewage purposes by agreement recorded in said Register's office in Deed Book 305 on page 570; excepting any part thereof used for highway purposes; and subject to easements of record.

AND

That part of Lot one (1) in Block one (1) of Stewart and Alexander's 2nd Add. to Wausau; and also that part of the unplatted portion of Government Lot four (4) of Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin, bounded and described as follows:

Beginning at the intersection of the South line of Stewart Avenue extended East, in the City of Wausau, with the East line of First Avenue, also called Harrison Boulevard; thence East, along said South line of Stewart Avenue extended East, 48 feet; thence Northeasterly, by an angle to the right of 113° and 59', 139 feet; thence West 102.35 feet to a point on the East line of First Avenue, also called Harrison Boulevard, which is 128.7 feet North of the point of beginning; thence South, on and along the East line of First Avenue, 128.7 feet to the point of beginning; EXCEPTING therefrom, however, the rights and privileges granted to the City of Wausau for sewage purposes, by Agreement recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Deed Book 305 on page 570; also EXCEPTING the rights and privileges contained in a Warranty Deed recorded in said Register's office in Deed Book 378 on page 273; and subject to easements of record.

**Title of
Record in:**

City of Wausau, a Wisconsin municipal corporation, by Special Warranty Deed dated April 1, 2014 and recorded in the office of the Register of Deeds for Marathon County, Wisconsin, on April 2, 2014, as Document No. 1668448; and

City of Wausau, a municipal corporation, by Warranty Deed dated October 26, 2016 and recorded in said Register's office on October 26, 2016, as Document No. 1724509. (Copies attached)

Easements:

Agreement dated January 9, 1940 and recorded in said Register's office on May 14, 1942 in Deed Book 305 on page 570. (Copy attached)

Easement dated November 14, 1951 and recorded in said Register's office on March 28, 1952 in Deed Book 378 on page 273, as Document No. 443251. (Copy attached)

Easement dated July 6, 1984 and recorded in said Register's office on July 13, 1984 in Micro-Record 386 on page 842, as Document No. 820937. (Copy attached)

Easement dated April 11, 1996 and recorded in said Register's office on May 29, 1996 in Micro-Record 742 on page 274, as Document No. 1074988. (Copy attached)

Temporary Limited Easement dated February 3, 2016 and recorded in said Register's office on March 10, 2016, as Document No. 1709852. (Copy attached)

Quit Claim Deed dated January 9, 2019 and recorded in said Register's office on January 10, 2019, as Document No. 1773087. (Copy attached)

**Transportation
Plat:**

Transportation Project Plat No: 6999-03-28-4.04 recorded in said Register's office on March 17, 2015, as Document No. 1688152.

Transportation Project Plat No: 6999-03-28-4.04 Amendment No: 1, recorded in said Register's office on April 3, 2015, as Document No. 1689206.

Transportation Project Plat No: 6999-03-28-4.04 Amendment No: 2, recorded in said Register's office on January 22, 2016, as Document No. 1707530. (Copies attached)

Transportation Project Plat No: 6999-18-03-4.03 recorded in said Register's office on June 19, 2018, as Document No. 1760657. (Copy attached)

**Property
Address:**

415 S. 1st Ave., Wausau, WI 54401

Mortgages:

None.

Ghidorzi Construction Company LLC
Wausau, WI

-3-

**Liens,
Judgments,
etc.:**

None.

Taxes: Real estate taxes for the year 2020 are not assessed.

Parcel No.: 59-262907-0GL-004-19-00

Tax Key: 2907-264-970

PIN: 291-2907-264-0970

In any further correspondence regarding this transaction, please refer to LR61584.

This report does not reflect a detailed examination of, and does not show recitals contained in instruments of which copies are not attached hereto and proceedings of record affecting title to the above described premises. We make no representation as to the legal or marketable quality of said title which can be determined only by a title insurance policy or a complete abstract of title and attorney's opinion. This report is charged at a reduced rate to reflect the limited search involved in its preparation, therefore, the liability of RUNKEL ABSTRACT & TITLE CO. under this report shall not exceed \$1,000.00, or the actual loss of the applicant, whichever is less.

Very truly yours,

RUNKEL ABSTRACT & TITLE CO.



Marvin A. Pilgrim, President

MAP:ss

State Bar of Wisconsin Form 6-2003
SPECIAL WARRANTY DEED



DOC# 1668448

Document Number

Document Name

THIS DEED, made between Community Financial Bank, a Wisconsin banking corporation
("Grantor," whether one or more), and
the City of Wausau, a municipal corporation of the State of Wisconsin
("Grantee," whether one or more).
Grantor for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Marathon County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See attached Addendum A.

TRANSFER

570.00
FEE

Recording Area

Name and Return Address
City of Wausau
City Attorney's Office
407 Grant Street
Wausau, WI 54403

RATCO Pda \$30 TT 570

37-291-4-2907-264-0991 ✓

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances arising by, through, or under Grantor, except:

any municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing.

Dated April 1, 2014

Community Financial Bank

By:

(SEAL)

(SEAL)

* Mike Cummings, President and CEO

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) _____

authenticated on _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)

MARATHON)

COUNTY)

ss.

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Rebecca L. Pilgrim
Attorney at Law

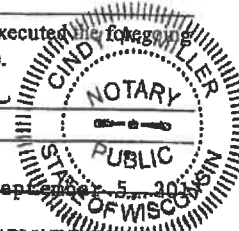
Personally came before me on April 1, 2014,
the above-named Mike Cummings, President and CEO,
Community Financial Bank

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

* Cindy A. Miller

Notary Public, State of Wisconsin

My Commission (is permanent) (expires September 5, 2015)



(Signatures may be authenticated or acknowledged. Both are not necessary.)

SPECIAL WARRANTY DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 6-2003

* Type name below signatures.

That part of Government Lot four (4) of Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the intersection of the South line of Stewart Avenue extended East, in the City of Wausau, with the East line of First Avenue, also called Harrison Boulevard; thence East, along the South line of Stewart Avenue extended East, 48 feet; thence Northeasterly, by an angle to the right of 113° and 59', 139 feet; thence Northeasterly, by an angle to the left of 168° and 24', 173.3 feet; thence Northeasterly, by an angle to the left of 135° and 45', 95.2 feet; thence Northeasterly, by an angle to the right of 149° and 12', 41.3 feet to the Southerly line of the right-of-way of the Chicago and Northwestern Railway Company; thence Southwesterly, along said Southerly line of said railroad right of way, 347 feet, more or less, to the intersection of said Southerly line of said railroad right of way and the Easterly line of said First Avenue; thence South, along said Easterly line of First Avenue, 211.9 feet to the place of beginning; excepting that part described in Deed recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Deed Book 383 on page 64; and excepting the rights and privileges granted to the City of Wausau for sewage purposes by agreement recorded in said Register's office in Deed Book 305 on page 570; excepting any part thereof used for highway purposes; and subject to easements of record.

Tax Key: 2907-264-991

PIN: 37-291-4-2907-264-0991 ✓



DOC# 1668448

State Bar of Wisconsin Form 1-2003
WARRANTY DEED



DOC# 1724509

Document Number

Document Name

THIS DEED, made between West Side Battery & Electric Service, Inc. a/k/a West Side Battery and Electric Service, Inc., a Wisconsin corporation
("Grantor," whether one or more),
and City of Wausau, a municipal corporation
("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Marathon County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See attached Exhibit A

TRANSFER

\$ 600.00

FEE

Recording Area

Name and Return Address

City of Wausau
Attn: Tammy Stratz
407 Grant St.
Wausau, WI 54403

Rates Pk Chg 30 TT 600

291-2907-264-0990 GL #4

Parcel Identification Number (PIN)

This ☐ is not ☒ homestead property.
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: any municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing.

Dated October 26, 2016

(SEAL)

* William A. Zerneke, President

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) _____

authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Rebecca L. Pilgrim
Attorney at Law

ACKNOWLEDGMENT

STATE OF WISCONSIN)
MARATHON) ss. COUNTY)

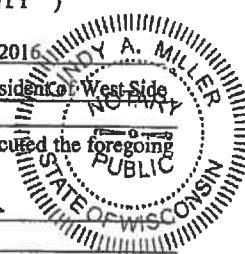
Personally came before me on October 26, 2016

the above-named William A. Zerneke, President of West Side Battery & Electric Service, Inc.

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

* Cindy A. Miller

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 9/5/2017)



(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

* Type name below signatures.

Exhibit A

West Side Battery/City of Wausau

Legal Description:

That part of Lot one (1) in Block one (1) of Stewart and Alexander's 2nd Add. to Wausau; and also that part of the unplatted portion of Government Lot four (4) of Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin, bounded and described as follows:

Beginning at the intersection of the South line of Stewart Avenue extended East, in the City of Wausau, with the East line of First Avenue, also called Harrison Boulevard; thence East, along said South line of Stewart Avenue extended East, 48 feet; thence Northeasterly, by an angle to the right of 113° and 59', 139 feet; thence West 102.35 feet to a point on the East line of First Avenue, also called Harrison Boulevard, which is 128.7 feet North of the point of beginning; thence South, on and along the East line of First Avenue, 128.7 feet to the point of beginning; EXCEPTING therefrom, however, the rights and privileges granted to the City of Wausau for sewage purposes, by Agreement recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Deed Book 305 on page 570; also EXCEPTING the rights and privileges contained in a Warranty Deed recorded in said Register's office in Deed Book 378 on page 273; and subject to easements of record.



1724509 2 2

DOC# 1724509

Wisconsin Public Service Corporation, a Wisconsin corporation,
by J. P. Pulliam, President and
D. W. Faber, Secretary

with

City of Wausau, a Wisconsin
Municipal Corporation, by Aug. C.
Polster, Mayor, and Jay L. Brown,
City Clerk.

Agreement

Consideration \$1.00
Dated January 9, 1940
Recorded May 14, 1942
In volume 305, page 570

Recites: Whereas, the grantee
desires to lay and maintain a
sewer through the property of
the grantor hereinafter described
along the route shown on the
attached blue print,

Now, therefore, in consideration
of the sum of \$1.00 in hand paid

grantor by grantee and the covenants hereinafter contained, the said
grantor does hereby grant and convey to said grantee the perpetual right
to lay, maintain, operate, and repair sewer pipes necessary for the
disposal of sewage through land in the City of Wausau, Marathon County,
Wisconsin, described as follows:

All that part of Lot 4 Sec 26 Tp 29 N R 7 E, which lies South
of the right of way of the Chicago and Northwestern Railway
Company and East of First Ave., excepting therefrom that part
which is contained in the following description, to-wit:
Commencing at the Northeast corner of Lot 2 in Block 2 of
Alexander Stewart 2nd Addition to the City of Wausau and
running South 285 1/2 ft.; thence East 60 feet to the Southwest
corner of Lot sold to John Goegline described in Deed recorded
in the office of the Register of Deeds in and for Marathon
County in Vol. 26 of Deeds, page 242, this establishes the
Northwest corner; thence running South 70 feet, thence East
120 feet, thence North 70 feet, thence West 120 feet to the
place of beginning;

along the route shown on the attached blue print marked "Exhibit B" which
is made a part hereof; together with the right to cast up dirt on said
premises incidental to laying, maintaining, and repairing said sewer and
the right of ingress and egress for the purpose of repairing, removal,
examination and maintenance of said sewer.

Subject, however, to the right of grantor to use said property for any and
all purposes connected with or incidental to its business;

Grantee for itself, its successors and assigns covenants and agrees:

1. That it will give reasonable notice to grantor to move any guys and
poles along the route of said sewer that must be moved in laying of the
sewer and promptly pay and reimburse grantor for its expense in moving
such guys and poles together with all expense incidental thereto;
2. That it will hold harmless from liability and indemnify and reimburse
grantor for loss or expense of every kind and nature resulting from or
incidental to the laying, construction, maintenance or repair of said
sewer or the presence of persons (including frequenters) incidental to
the construction, maintenance and repair of said sewer.

Corporate seals affixed.

Signed by all parties above named, and in addition thereto said instrument
is approved by E. P. Gorman, City Attorney, and is countersigned by
Aug. C. Polster, Acting Comptroller. Acknowledged only by grantor.

(Note: See page 59 following for copy of blueprint marked "Exhibit B"
which is attached to above instrument.)

-----0000000000-----

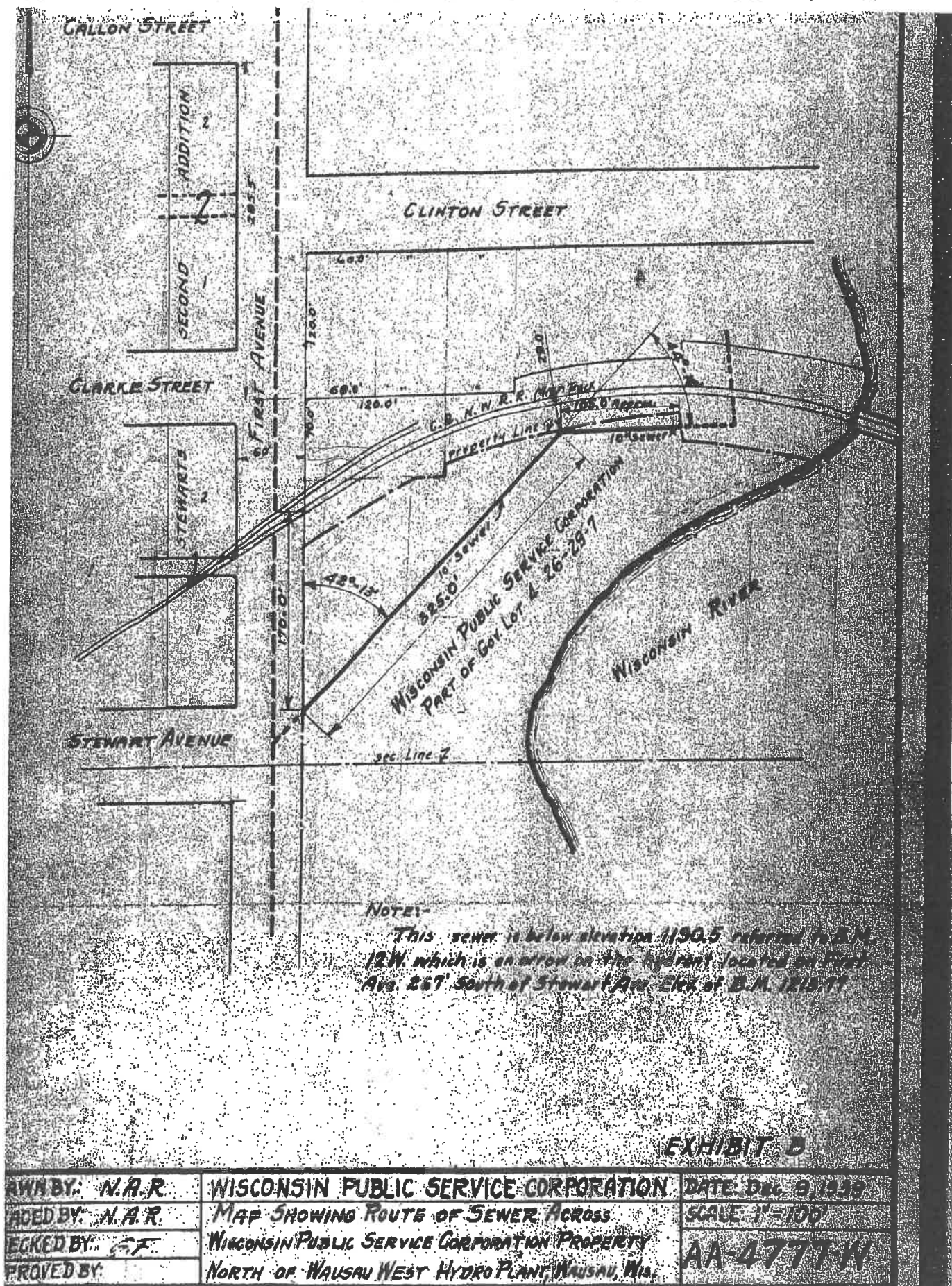


EXHIBIT B

DRAWN BY: N.A.R.	WISCONSIN PUBLIC SERVICE CORPORATION	DATE: Dec. 9, 1938
MADE BY: N.A.R.	MAP SHOWING ROUTE OF SEWER ACROSS	SCALE: 1"=100'
CHECKED BY: G.F.	WISCONSIN PUBLIC SERVICE CORPORATION PROPERTY	AA-4777-W
APPROVED BY:	NORTH OF WAUSAU WEST HYDRO PLANT, WAUSAU, WIS.	

3/28/52-313

443251

WI 378 MAR 27 1952

THIS INDENTURE, made by WISCONSIN PUBLIC SERVICE CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, grantor, having its principal office at Milwaukee, Wisconsin, hereby conveys and warrants to H. R. RAKOW, grantee, of Marathon County, Wisconsin, for the sum of ONE DOLLAR and other valuable consideration, the following tract of land in Marathon County, State of Wisconsin:

Commencing at the intersection of the South line of Stewart Avenue extended East, in the City of Wausau, with the East line of First Avenue, also called Harrison Boulevard, the point of beginning; thence Easterly along said South line of Stewart Avenue extended East, 48 feet to a point; thence Northeast by an angle to the right of 113 degrees 59 minutes, 139 feet to a point; thence Northeasterly by an angle to the left of 168 degrees, 24 minutes, 173.3 feet; thence Northeasterly by an angle to the left of 135 degrees, 45 minutes, 95.2 feet; thence Northeasterly by an angle to the right of 149 degrees, 12 minutes, 41.3 feet to the Southerly line of the right of way of the Chicago & Northwestern Railway; thence Southwesterly along said Southerly line of said railroad right of way, 347 feet more or less to the intersection of said Southerly line of said railroad right of way with the Easterly line of said First Avenue; and thence South along said Easterly line of First Avenue 211.8 feet to the place of beginning, as shown by the attached survey.

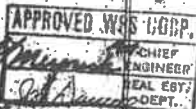
By the acceptance of this conveyance the grantee, his heirs, executors and assigns, agrees to fill along the river bank along the Easterly boundary of the premises above described to a line marked A, B, C, D designated in red on the attached survey, level with the surface of the property to the West, said fill to be completed within one year from date of this instrument.

Subject to the easement granted to the City of Wausau for sewage purposes dated January 9, 1940, recorded May 14, 1942, in Volume 305 on page 570 in the office of the Register of Deeds of Marathon County, Wisconsin.

Reserving all flowage rights and the right to maintain all poles for electric distribution lines and anchors and guy wires thereto attached, now on the premises.

IN WITNESS WHEREOF, the said grantor has caused these presents

to be signed by H. P. Taylor, its Vice President, and countersigned by D. W. Faber, its Secretary, at



378-274

Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed, this

14th day of November A. D. 1951.

WISCONSIN PUBLIC SERVICE CORPORATION

H. P. Taylor

Vice President



D. W. Faber

Secretary

Executed by Wisconsin Public Service Corporation
in presence of:

George Mannes
George Mannes

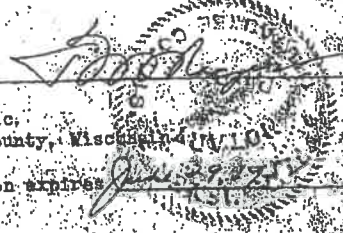
J. H. Niemzyk
J. H. Niemzyk

STATE OF WISCONSIN)
MILWAUKEE COUNTY) (SS

Personally came before me this 14th day of November
A. D. 1951, the above named H. P. Taylor Vice President
and D. W. Faber Secretary of the Wisconsin Public Service Corpora-
tion, to me known to be the persons who executed the foregoing instrument, and
acknowledged that they executed and delivered the same as and for the act and
deed of said corporation.

Notary Public,
Milwaukee County, Wisconsin

My commission expires



386-842 82C937

7-13-84

DOCUMENT NO.

INDIVIDUAL
CONVEYANCE OF
EASEMENT
386 PAGE 842REGISTER'S OFFICE
THIS SPACE RESERVED FOR RECORDING DATA

JUL 13 PM 2 11 P

Volume 386 of MICRO-

RECORDS on 11-70-842

Robert J. Desnoyers
REGISTERARFOR A VALUABLE CONSIDERATION, Roland E. Zerneke
and Clara M. Zerneke, his wife, as tenants in common

("Grantor") hereby conveys and quit claims to General Telephone Company of Wisconsin, a Wisconsin Corporation, its successors and assigns, ("Grantee"), for a valuable consideration, an easement to construct, use, maintain, operate, alter, add to, repair, replace, and/or remove its facilities consisting of ~~underground conduits and manholes, and appurtenances for communication and/or other purposes upon, over, in, under, across, and along that certain real property in the City of Wausau~~ : Marathon County, City, Village, or Town

State of Wisconsin, described as follows:

The South ten (10) feet and the Easterly ten (10) feet of the following described parcel of land:

That part of Lot One (1) of Stewart and Alexander's 2nd Addition to Wausau, according to Plat thereof recorded in Volume 3 of Plats, on page 21, in the office of the Register of Deeds for Marathon County, Wisconsin, and also that part of the unplatted portion of Government Lot Four (4) of Section Twenty-six (26) in Township Twenty-nine (29) North, Range Seven (7) East, bounded and described as follows: Commencing at the intersection of the South line of Stewart Avenue, also called Harrison Boulevard; thence East, along said South line of Stewart Avenue extended East, Forty-eight (48) feet; thence North-easterly, by an angle to the right of One Hundred Thirteen degrees (113°) Fifty-nine minutes (59'), One Hundred Thirty-nine (139) feet; thence West, One Hundred two and Thirty-five hundredths (102.35) feet, to a point on the East line of First Avenue, also called Harrison Boulevard which is One Hundred Twenty-eight and Seven tenths (128.7) feet North of the place of beginning; thence South, on and along the East line of First Avenue One Hundred Twenty-eight and seven tenths (128.7) feet, to the place of beginning.

The Grantee, its successors and assigns, shall have the right of ingress to and egress from the land of the Grantor for the purpose of exercising the rights herein granted ~~and the right to use the same for the purpose of constructing, maintaining, operating, altering, adding to, repairing, replacing, and/or removing its facilities consisting of underground conduits and manholes, and appurtenances for communication and/or other purposes upon, over, in, under, across, and along that certain real property in the City of Wausau~~

Grantor covenants not to erect any structure upon the aforesaid real property that would interfere with Grantee's use of said easement and this covenant shall be binding upon Grantor's heirs, successors, and assigns.

DATED: July 6, 1984

Roland E. Zerneke (SEAL)

Name typed or printed

Clara M. Zerneke (SEAL)

Name typed or printed

(SEAL)

Name typed or printed

(SEAL)

Name typed or printed

Exchange Wausau Main 4850

Work Order No. 4850 E 36-474-4

STATE OF WISCONSIN

County of Marathon

On July 6, 1984

Roland E. Zerneke and Clara M. Zerneke his wife

known to me to be the person s whose name s is/are subscribed to the within instrument, and acknowledged to me that the y executed the same.

JUL 13 1984

ROBERT G. GERNETZKY
Register of Deeds

Exempt real estate transfer fee Wis. Stats. 77.26(13)

M-47 (Rev. 1/78)
RC 3310FORM APPROVED
Lorin H. Albeck, General Counsel

John J. Desnoyers

Notary Public State of Wisconsin

My Commission (Expires) (IN) AUGUST 10, 1986

This instrument was drafted by General Telephone Company of Wisconsin

By John J. Desnoyers

742-274

5-29-96

26-29-7

Form 159-6938 Rev. 5-93 24681	DOCUMENT NUMBER VOL 742 PAGE 274	RECORDING DATA
--	---	----------------

ELECTRIC DISTRIBUTION SYSTEM EASEMENT

THIS INDENTURE, made this 11 day of April, 1996, between Larry E. Oconnor & Sharon A. Oconnor

hereinafter called "Grantor" for and in consideration of One and 00/100-----

Dollars (\$1.00) to it paid by WISCONSIN PUBLIC SERVICE CORPORATION and

hereinafter called "Grantee", receipt whereof is hereby acknowledged, does hereby grant unto said Grantee, its successors and assigns, the perpetual right, permission, authority and privilege to construct, install, operate, maintain and replace underground and/or overhead facilities with necessary and usual appurtenant equipment, all for the purpose of transmitting electrical energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, and for communication service upon, over, across, within, and above and/or beneath certain easement areas as shown below, or on attached Exhibit "A", on land owned by said Grantor in the City of Wausau, County of Marathon, State of Wisconsin, described as follows, to-wit:

Part of government Lot 4; Stewart & Alexanders 2nd addition.

A 5 foot easement strip as shown on Exhibit "A".

Actual as installed.

(SEE LEGAL DESCRIPTION ATTACHED.)

Tax Parcel No..

526-29-7 644

Together with the right from time to time to enter upon said premises for the purpose of constructing such facilities and changing, repairing, or removing the same, and the right from time to time to trim or remove such trees as in the judgment of the Grantee, its successors and assigns, may interfere with or endanger said line.

1074988
OCONNOR/VI PUBLIC SRU
REGISTER'S OFFICE
MARATHON COUNTY, WI
05-29-1996 09:48 AM

VOLUME 142 OF MICRO
RECORDS ON PAGE 276
Michael J. Sydnor

Return to: *des Muebe*
Wis. Public Service
Corp
Real Estate Dept.
P.O. Box 19002 - *Sh. Bay, WI*
Refund 2.00

29-4-2907.264.0991

The Grantor shall give reasonable notice to the Grantee, in writing, of any trees, buildings, or other objects being placed within the bounds of the easement which would interfere with the operation or maintenance of the aforementioned electric and/or communication facilities and of any change in grade of land cover of six (6) inches or more within the bounds of the easement. The said Grantor further agrees that all costs incurred through the relocation of said line to avoid such trees, buildings, or other objects or to obtain proper depth of land cover shall be borne by the Grantor.

The covenants herein contained shall bind the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, said Grantor has executed this document on the day and year first above written.

Sharon A. O'Connor (Seal)
 Sharon A. O'Connor
Larry E. O'Connor (seal)
 Larry E. O'Connor

STATE OF Wisconsin

COUNTY OF Marathon

Personally came before me this 6 day of May, 1996,
 the above-named _____
 _____ to me known to be grantor who executed the foregoing
 instrument and acknowledged the same.

Virginia K. Stotsky
 Notary Public, State of Wisconsin
 My Commission expires: 12/15/96

This instrument drafted by: Terry Traska

WISCONSIN PUBLIC SERVICE CORPORATION

Check No. _____
 Project: 61-588-03
 Location Wausau

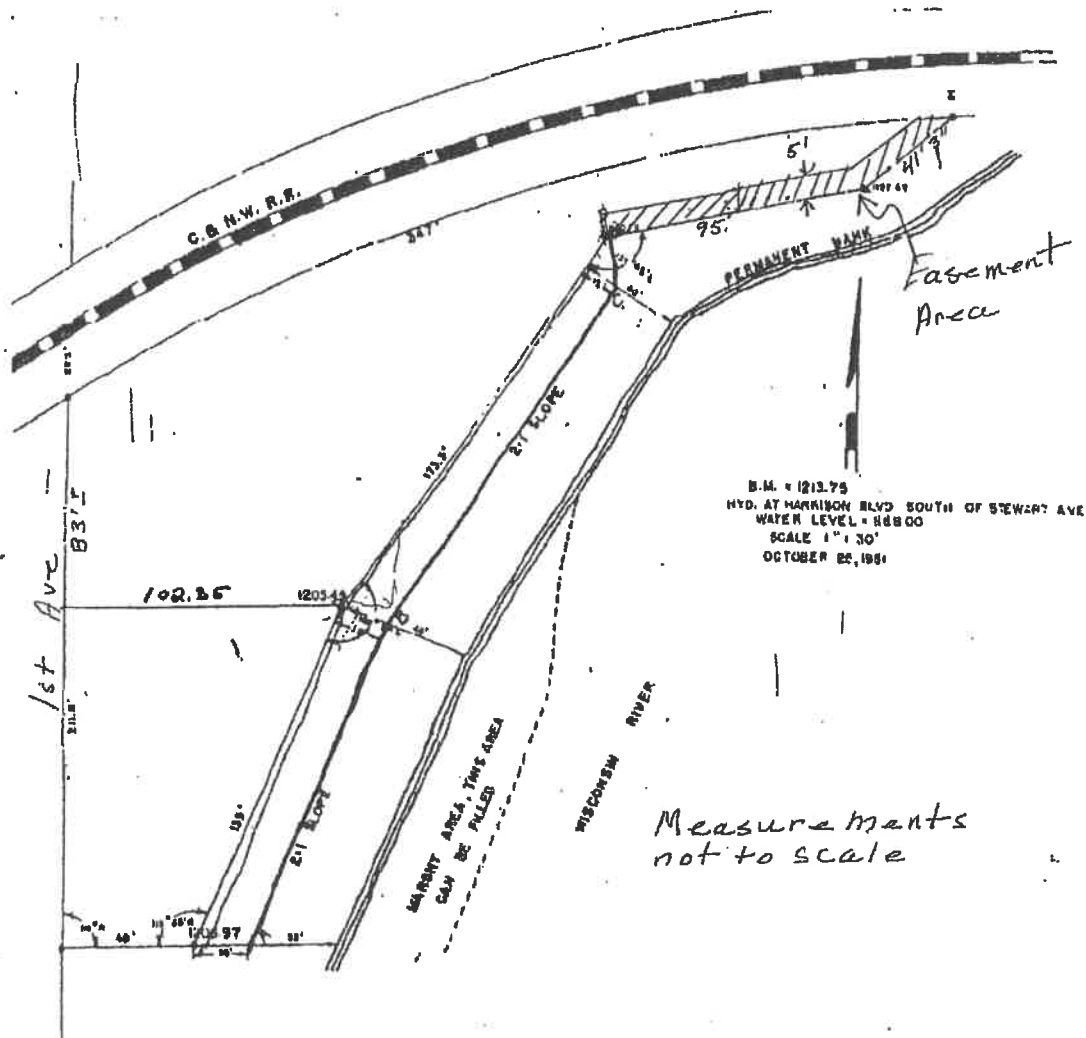


Exhibit "A"

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)



DOC# 1709852

THIS EASEMENT, made by City of Wausau GRANTOR, conveys a temporary limited easement as described below to the City of Wausau, GRANTEE, for the sum of eight hundred dollars (\$800) for the purpose of which is related to upgrading pedestrian ramps and sidewalks, and replacing traffic signals along with blending slopes into the existing ground behind the pedestrian ramps that are being upgraded.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None.

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

Michael J. Sydow

This space is reserved for recording data

Return to
SRF Consulting Group, Inc.
237 Black River Avenue
Westby, WI 54667

Parcel Identification Number/Tax Key Number
291-2907-264-0991

BL. 4. 26. 29. 07

This easement shall terminate upon completion of the construction project for which this instrument is given.

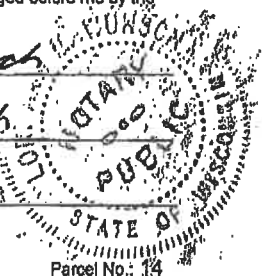
James E. Tipple *2/3/16*
Signature Date
James E. Tipple, Mayor
Print Name

Toni Rayala *2/3/16*
Signature Date
Toni Rayala, Clerk
Print Name
February 3, 2016
Date

State of Wisconsin }
Marathon County } ss.

On the above date, this instrument was acknowledged before me by the named person(s).

Lori Ann M. Wunsch
Signature, Notary Public, State of Wisconsin
Lori Ann M. Wunsch
Print Name, Notary Public, State of Wisconsin
February 10, 2018
Date Commission Expires



LEGAL DESCRIPTION

Parcel 14 of Transportation Project Plat 6999-03-28 - 4.04, filed in CAB 3, PG 540A as Document Number 1688152, recorded in Marathon County, Wisconsin.

Property interests and rights of said Parcel 14 consist of:

Temporary limited easement.

Any interest or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.



Doc # 1709852

R 1709852 2 2

RECORDED

January 10, 2019 11:57 AM

DEAN J. STRATZ, REGISTER OF DEEDS

EXEMPT: 77.25(2R)

DOC# 1773087 PAGES: 2



1773087

QUIT CLAIM DEEDExempt from fee [s. 77.25(2r) Wis. Stats.]
RE1562 10/2018

THIS DEED, made by **City of Wausau** GRANTOR, quit claims the property described below to the **City of Wausau**, GRANTEE, for the sum of One dollar and other valuable consideration (\$1.00) for the purpose of public road right of way.

Other persons having an interest of record in the property: **None**This is **not** homestead property.

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to *cm*
Becher-Hoppe Associates
Cheryl Schroeder
330 N. 4th Street
Wausau, WI 54403

City of Wausau
Parcel Identification Number/Tax Key Number
291-2907-264-0990, 291-2907-264-0991

Signature

Robert B. Mielke, City of Wausau Mayor

Print Name

Date

Signature

Toni Rayala, City of Wausau Clerk

Print Name

Date

State of Wisconsin

Marathon

County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Lori Ann M. Wunsch
Lori Ann M. Wunsch
Print Name, Notary Public, State of Wisconsin

Date Commission Expires

Project ID
6999-18-03

This instrument was drafted by
Cheryl Schroeder on behalf of City of Wausau

Parcel No.
78

LEGAL DESCRIPTION

Parcel 78 of Transportation Project Plat 6999-18-03 – 4.03, recorded as Document 1760657, recorded in Marathon County, Wisconsin.

Property interests and rights of said Parcel 78 consist of:

Fee Simple.

Temporary Limited Easement.

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

#1688152

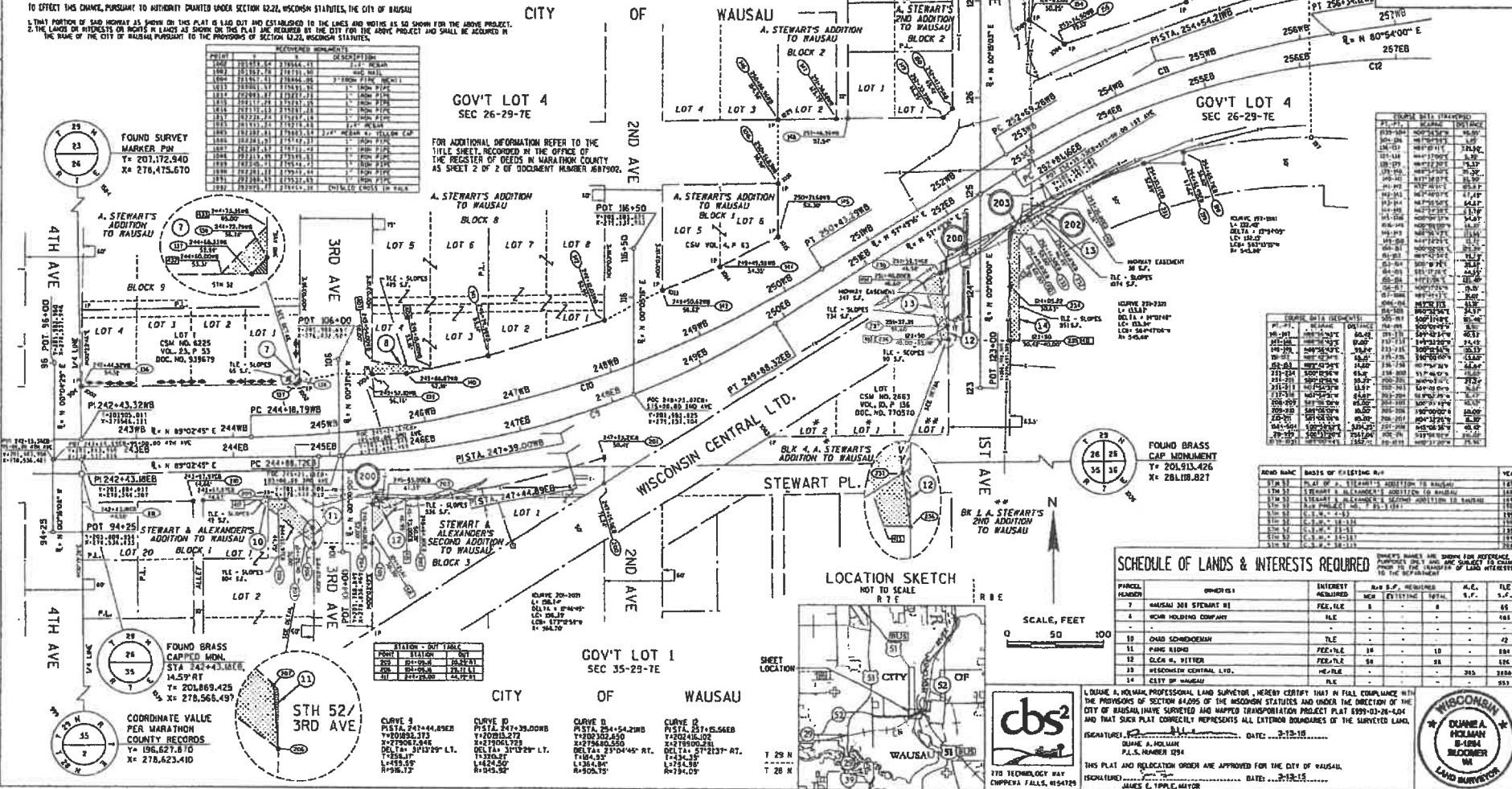
TRANSPORTATION PROJECT PLAT NO: 6999-03-28 - 4.04

C WAUSAU, HIGHWAY 52 (17TH AVENUE TO FIRST STREET)
 PART OF LOT 1, BLOCK 9 AND LOT 4, BLOCK 8, A STEWART'S ADDITION TO WAUSAU AND PART OF LOT 1, CSM NO. 2663, DOCUMENT NO. 77050 BEING A PART LOT 1, BLOCK 1, A STEWART'S SECOND ADDITION TO WAUSAU, IN AND INCLUDING GOVERNMENT LOT 4, SECTION 26, AND PART OF LOT 1, BLOCK 1, STEWART & ALEXANDER'S ADDITION TO WAUSAU, AND LOT 1, BLOCK 3, STEWART & ALEXANDER'S SECOND ADDITION TO WAUSAU LOCATED IN GOVERNMENT LOT 1 SECTION 35, ALL IN TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.
 RELOCATION ORDER 5TH 52, MARATHON COUNTY

TO PROPERLY ESTABLISH, LAY OUT, MARK, CHANGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DESIRS TO RELocate OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LOTS AND INTERESTS IN LOTS FOR THE ABOVE PROJECT.
 TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 82.22, WISCONSIN STATUTES, THE CITY OF WAUSAU
 1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS Laid OUT AND ESTABLISHED TO THE LINES AND NOTICES AS SHOWN FOR THE ABOVE PROJECT.
 2. THE LOTS OR INTERESTS IN LOTS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU PURSUANT TO THE PROVISIONS OF SECTION 82.22, WISCONSIN STATUTES.

UTILITY INTERESTS REQUIRED			
UTILITY NUMBER	OWNER (S)	INTEREST REQUIRED	
200	CITY OF WAUSAU (WELLS)	RELEASE OF RIGHTS	
203	WAUSAU COMMUNITY AREA VICTIM	RELEASE OF RIGHTS	
203	WISCONSIN PUBLIC SERVICE CORPORATION	RELEASE OF RIGHTS	

EXISTING TABLE			
UTILITY NUMBER	OWNER (S)	INTEREST REQUIRED	
200	CITY OF WAUSAU (WELLS)	RELEASE OF RIGHTS	
203	WAUSAU COMMUNITY AREA VICTIM	RELEASE OF RIGHTS	
203	WISCONSIN PUBLIC SERVICE CORPORATION	RELEASE OF RIGHTS	



ACCEPTED FOR RECORDING AND FILING IN THE OFFICE OF THE REGISTER OF DEEDS IN MARATHON COUNTY, WISCONSIN AT 11:15 AM ON 03/13/2015 BY 03/13/2015
 AS REQUIRED BY SECTION 82.22, WISCONSIN STATUTES AND FILED IN 03/13/2015
 JAMES E. TAPPEL, MGR
 SIGNATURE OF REGISTER OF DEEDS

RECEIVED FOR REGISTER OF DEEDS PROJECT NUMBER 6999-03-28-4.04

PARCEL NUMBER	OWNER (S)	INTEREST REQUIRED	ACQ. S.F.	REL. S.F.	NET S.F.	YEAR
1	WAUSAU 301 STEWART II	FEF./E.L.	0	0	0	65
2	WAUSAU HOLDING COMPANY	E.L.	0	0	0	165
3	CHAD SCHWEDERMAN	E.L.	0	0	0	42
4	PAUL ALLEN	FEF./E.L.	10	0	10	165
5	CLAREN H. WITTE	FEF./E.L.	50	0	50	175
6	WISCONSIN CENTRAL LTD.	FEF./E.L.	0	0	0	305
7	CITY OF WAUSAU	E.L.	0	0	0	551

SCHEDULE OF LANDS & INTERESTS REQUIRED

PARCEL NUMBER	OWNER (S)	INTEREST REQUIRED	ACQ. S.F.	REL. S.F.	NET S.F.	YEAR
1	WAUSAU 301 STEWART II	FEF./E.L.	0	0	0	65
2	WAUSAU HOLDING COMPANY	E.L.	0	0	0	165
3	CHAD SCHWEDERMAN	E.L.	0	0	0	42
4	PAUL ALLEN	FEF./E.L.	10	0	10	165
5	CLAREN H. WITTE	FEF./E.L.	50	0	50	175
6	WISCONSIN CENTRAL LTD.	FEF./E.L.	0	0	0	305
7	CITY OF WAUSAU	E.L.	0	0	0	551

I, JAMES E. TAPPEL, A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 82.05 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU, I HAVE SURVEYED AND LAYED OUT THE TRANSPORTATION PROJECT PLAT 6999-03-28-4.04 AND THAT THIS PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.
 DATE: 3-13-15
 JAMES E. TAPPEL, MGR
 SIGNATURE OF SURVEYOR
 WISCONSIN
 JAMES E. TAPPEL, MGR
 LAND SURVEYOR

#1689206

TRANSPORTATION PROJECT PLAT NO: 6999-03-28 - 4.04 AMENDMENT NO: 1
AMENDS PARCEL NO: 13 OF TRANSPORTATION PROJECT PLAT 6999-03-28 - 4.04
RECORDED AS DOCUMENT NO: 1688152 FILED IN CAB 3 PG 540A

C WAUSAU, HIGHWAY 52 (17TH AVENUE TO FIRST STREET)

PART OF LOT 1, BLOCK 9 AND LOT 4, BLOCK 8, A. STEWART'S ADDITION TO WAUSAU AND PART OF LOT 1, CSM NO. 2663, DOCUMENT NO. 770510 BEING A PART LOT 1, BLOCK 1, A. STEWART'S SECOND ADDITION TO WAUSAU, IN AND INCLUDING GOVERNMENT LOT 4, SECTION 26, AND PART OF LOT 1, BLOCK 1, STEWART & ALEXANDER'S ADDITION TO WAUSAU, AND LOT 1, BLOCK 3, STEWART & ALEXANDER'S SECOND ADDITION TO WAUSAU LOCATED IN GOVERNMENT LOT 1, SECTION 35, ALL IN TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER STN 52, MARATHON COUNTY

TO PROPERLY ESTABLISH LAY OUT, DRAIN, DRAINAGE, (EXISTING, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN) A PORTION OF THE HIGHWAY DESCRIBED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS IN SAID LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.27, WISCONSIN STATUTES, THE CITY OF WAUSAU

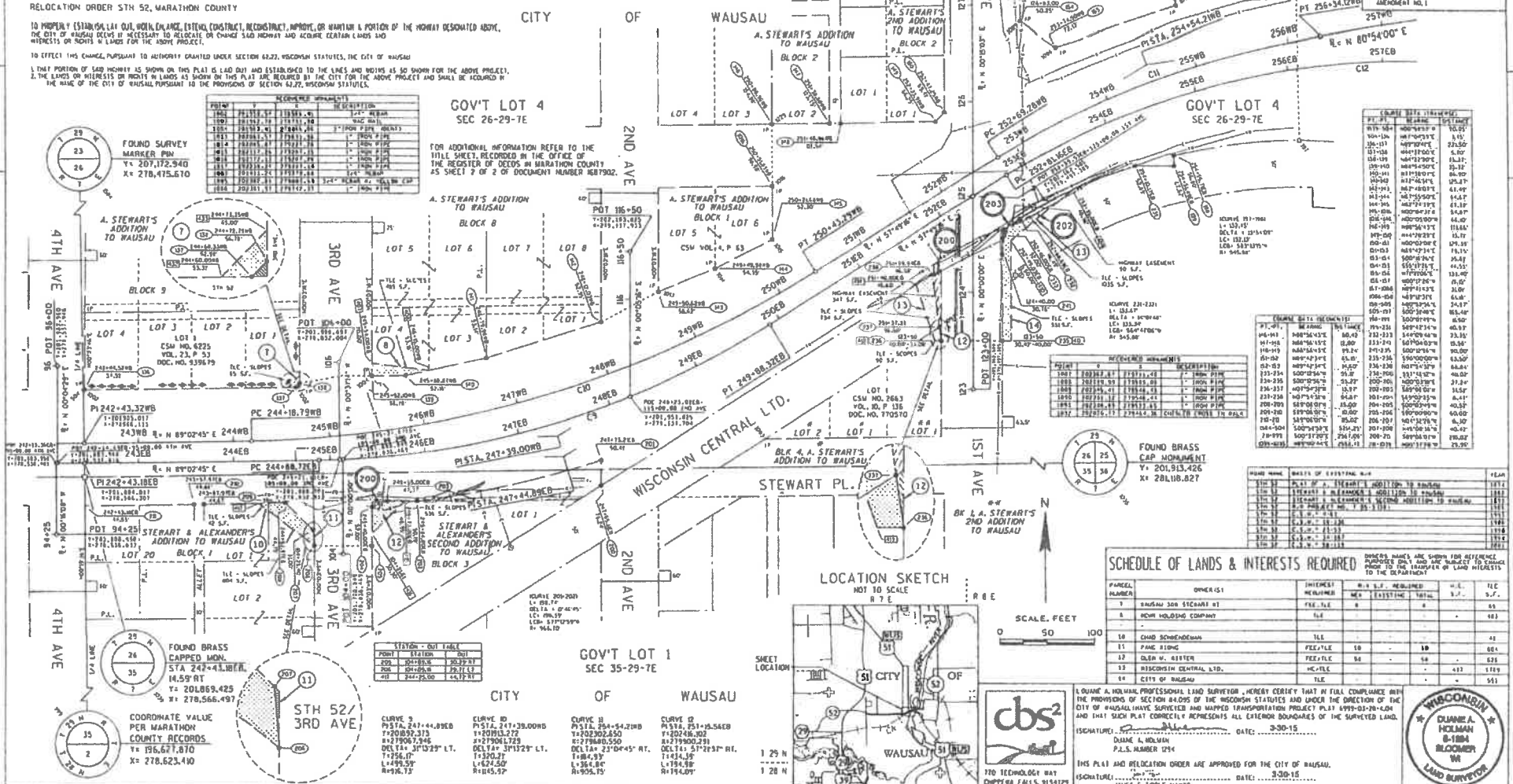
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAY OUT AND ESTABLISHED TO THE LINES AND MONUMENTS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED BY THE NAME OF THE CITY OF WAUSAU PURSUANT TO THE PROVISIONS OF SECTION 62.27, WISCONSIN STATUTES.

UTILITY INTERESTS REQUIRED		
UTILITY NUMBER	OWNER (S)	INTEREST REQUIRED
100	CITY OF WAUSAU (ELECTRIC)	RELEASE OF RIGHTS
207	WAUSAU COMMUNITY AREA METHOD	RELEASE OF RIGHTS
203	DISCON PUBLIC SERVICE CORPORATION	RELEASE OF RIGHTS

CONVEYANCE TABLE		
NO.	REMARKS	DATE
1	RELOCATED	0
2	RELOCATED	0
3	RELOCATED	0

ACCEPTED FOR RECORDING AND FILING IN THE OFFICE OF THE REGISTER OF DEEDS IN MARATHON COUNTY, WISCONSIN AT 1:25 PM ON 03/30/2015. ALL DOCUMENTS FILED IN 2015. JAMES E. TUPPE, REGISTER OF DEEDS

RECEIVED FOR REGISTER OF DEEDS PARCEL NUMBER 6999-03-28-4.04 AMENDMENT NO. 1



#1707530



TRANSPORTATION PROJECT PLAT NO: 6999-03-28 - 4.04 AMENDMENT NO: 2
REMOVES UTILITY PARCEL NO: 200.202.203 OF TRANSPORTATION PROJECT PLAT 6999-03-28 - 4.04 AMENDMENT NO. 1
RECORDED AS DOCUMENT NO: 1689206 FILED IN CAB 3 ENV 540A

C WAUSAU, HIGHWAY 52 (11TH AVENUE TO FIRST STREET)

PART OF LOT 1, BLOCK 9 AND LOT 4, BLOCK 8, A. STEWART'S ADDITION TO WAUSAU AND PART OF LOT 1, CSM NO. 2663, DOCUMENT NO. 770510 BEING A PART LOT 1, BLOCK 1, A. STEWART'S SECOND ADDITION TO WAUSAU, IN AND INCLUDING GOVERNMENT LOT 4, SECTION 26, AND PART OF LOT 1, BLOCK 1, STEWART & ALEXANDER'S ADDITION TO WAUSAU, AND LOT 1, BLOCK 3, STEWART & ALEXANDER'S SECOND ADDITION TO WAUSAU LOCATED IN GOVERNMENT LOT 1, SECTION 35, ALL IN TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER 5TH 52, MARATHON COUNTY

TO PROPERTY ESTABLISHED OUT, OPEN, ENLARGE, EXTEND, CONTINUE, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU HEREBY REQUESTS TO RELOCATE ON CHANGING HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OF THIRD PARTIES IN ORDER FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PLATMENT TO AUTHORITY GRANTED UNDER SECTION 47.20, WISCONSIN STATUTES, THE CITY OF WAUSAU

1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS Laid OUT AND ESTABLISHED TO THE LINES AND WIDTH AS SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS IN LANDS AS SHOWN BY THIS PLAT ARE REQUIRED BY THE CITY FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU PURSUANT TO THE PROVISIONS OF SECTION 47.20, WISCONSIN STATUTES.

POINT	STATION	DESCRIPTION
1	0+00	START OF CURVE
2	0+10	POINT OF BEGINNING
3	0+20	POINT OF TANGENCY
4	0+30	POINT OF BEGINNING
5	0+40	POINT OF TANGENCY
6	0+50	END OF CURVE

GOV'T LOT 4
SEC 26-29-7E

FOR ADDITIONAL INFORMATION REFER TO THE TITLE SHEET, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN MARATHON COUNTY AS SHEET 2 OF 2 OF DOCUMENT NUMBER 1681902.

A. STEWART'S ADDITION TO WAUSAU

LOT 5 LOT 6 LOT 7 LOT 8

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

LOT 1 LOT 2 LOT 3 LOT 4

CITY

OF

WAUSAU

2ND AVE

1ST AVE

3RD AVE

4TH AVE

5TH AVE

6TH AVE

7TH AVE

8TH AVE

9TH AVE

10TH AVE

11TH AVE

12TH AVE

13TH AVE

14TH AVE

15TH AVE

16TH AVE

17TH AVE

18TH AVE

19TH AVE

20TH AVE

21TH AVE

22TH AVE

23TH AVE

24TH AVE

25TH AVE

26TH AVE

27TH AVE

28TH AVE

29TH AVE

30TH AVE

31TH AVE

32TH AVE

33TH AVE

34TH AVE

35TH AVE

36TH AVE

37TH AVE

38TH AVE

39TH AVE

40TH AVE

41TH AVE

42TH AVE

43TH AVE

44TH AVE

45TH AVE

46TH AVE

47TH AVE

48TH AVE

49TH AVE

50TH AVE

51TH AVE

52TH AVE

53TH AVE

54TH AVE

55TH AVE

56TH AVE

57TH AVE

58TH AVE

59TH AVE

60TH AVE

61TH AVE

62TH AVE

63TH AVE

64TH AVE

65TH AVE

66TH AVE

67TH AVE

68TH AVE

69TH AVE

70TH AVE

71TH AVE

72TH AVE

73TH AVE

74TH AVE

75TH AVE

76TH AVE

77TH AVE

78TH AVE

79TH AVE

80TH AVE

81TH AVE

82TH AVE

83TH AVE

84TH AVE

85TH AVE

86TH AVE

87TH AVE

88TH AVE

89TH AVE

90TH AVE

91TH AVE

92TH AVE

93TH AVE

94TH AVE

95TH AVE

96TH AVE

97TH AVE

98TH AVE

99TH AVE

100TH AVE

101TH AVE

102TH AVE

103TH AVE

104TH AVE

105TH AVE

106TH AVE

107TH AVE

108TH AVE

109TH AVE

110TH AVE

111TH AVE

112TH AVE

113TH AVE

114TH AVE

115TH AVE

116TH AVE

117TH AVE

118TH AVE

119TH AVE

120TH AVE

121TH AVE

122TH AVE

123TH AVE

124TH AVE

125TH AVE

126TH AVE

127TH AVE

128TH AVE

129TH AVE

130TH AVE

131TH AVE

132TH AVE

133TH AVE

134TH AVE

135TH AVE

136TH AVE

137TH AVE

138TH AVE

139TH AVE

140TH AVE

141TH AVE

142TH AVE

143TH AVE

144TH AVE

145TH AVE

146TH AVE

147TH AVE

148TH AVE

149TH AVE

150TH AVE

151TH AVE

152TH AVE

153TH AVE

154TH AVE

155TH AVE

156TH AVE

157TH AVE

158TH AVE

159TH AVE

160TH AVE

161TH AVE

162TH AVE

163TH AVE

164TH AVE

165TH AVE

166TH AVE

167TH AVE

168TH AVE

169TH AVE

170TH AVE

171TH AVE

172TH AVE

173TH AVE

174TH AVE

175TH AVE

176TH AVE

177TH AVE

178TH AVE

179TH AVE

180TH AVE

181TH AVE

182TH AVE

183TH AVE

184TH AVE

185TH AVE

186TH AVE

187TH AVE

188TH AVE

189TH AVE

190TH AVE

191TH AVE

192TH AVE

193TH AVE

194TH AVE

195TH AVE

TRANSPORTATION PROJECT PLAT NO: 6999-18-03 - 4.03

PART OF LOTS 1 THROUGH 8, BLOCK 4, AND LOTS 1 AND 4 THROUGH 13, BLOCK 2 IN STEWART ALEXANDER'S SECOND ADDITION, V. 2 OF PLATS, P. 15, AND PART OF LOT 1 C.S.M. 79, V. 1 OF C.S.M.'S, P. 79, AND BEING IN AND ALSO INCLUDING A PART OF GOV. LOT 1 OF SECTION 35 AND PART OF LOT 1 C.S.M. 2663, V. 30 OF C.S.M.'S, P. 136, DOC. 770570 AND BEING PART OF GOV. LOT 4 OF SECTION 26, ALL IN TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF MAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER C WAUSAU, SOUTH 1ST AVENUE (THOMAS STREET
TO STEWART AVENUE), MARATHON COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF HAUSSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE NAMED PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SUBSECTION 27.27, WISCONSIN STATUTES.

THE PURIFICATION OF SUBSTITUTED PESTS AND AGGREGATES

MS TA 46843.815	Y = 32483.74	PC TA 56499.05
X = 27908.988	Y = 27908.988	X = 279487.385
Z = 27908.988	Y = 27908.988	Z = 279487.385
DELTA = 21°03'04"	DELTA = 10°47'33"	DELTA = 31°59'37"
D = 16°22'31"	D = 16°22'31"	D = 20°50'53"
T = 65.033°	T = 32.06°	T = 78.84°
L = 128.59°	L = 65.59°	L = 153.56°
PC TA 57478.12	PC TA 53490.68	PC TA 56416.21
X = 279061.558	Y = 201247.064	Y = 210470.752
Z = 279061.558	Y = 279930.388	Z = 279454.615
PT TA 54740.71	PT TA 54146.51	PT TA 57469.77
Y = 200642.216	Y = 20301.467	Y = 201616.435
X = 279087.499	X = 279349.681	X = 279487.385
Z = 279087.499	Z = 279349.681	Z = 279487.385
DELTA = 31°59'37"	DELTA = 31°59'37"	DELTA = 31°59'37"
D = 20°50'53"	D = 20°50'53"	D = 20°50'53"
T = 78.84°	T = 78.84°	T = 78.84°
L = 153.56°	L = 153.56°	L = 153.56°
PC TA 56416.21	PC TA 53490.68	PC TA 56416.21
X = 279454.615	Y = 201247.064	Y = 210470.752
Z = 279454.615	Y = 279930.388	Z = 279454.615
PT TA 57469.77	PT TA 54146.51	PT TA 57469.77
Y = 201616.435	Y = 20301.467	Y = 201616.435
X = 279487.385	X = 279349.681	X = 279487.385
Z = 279487.385	Z = 279349.681	Z = 279487.385
DELTA = 31°59'37"	DELTA = 31°59'37"	DELTA = 31°59'37"
D = 20°50'53"	D = 20°50'53"	D = 20°50'53"
T = 78.84°	T = 78.84°	T = 78.84°
L = 153.56°	L = 153.56°	L = 153.56°
PC TA 56416.21	PC TA 53490.68	PC TA 56416.21
X = 279454.615	Y = 201247.064	Y = 210470.752
Z = 279454.615	Y = 279930.388	Z = 279454.615
PT TA 57469.77	PT TA 54146.51	PT TA 57469.77
Y = 201616.435	Y = 20301.467	Y = 201616.435
X = 279487.385	X = 279349.681	X = 279487.385
Z = 279487.385	Z = 279349.681	Z = 279487.385
DELTA = 31°59'37"	DELTA = 31°59'37"	DELTA = 31°59'37"
D = 20°50'53"	D = 20°50'53"	D = 20°50'53"
T = 78.84°	T = 78.84°	T = 78.84°
L = 153.56°	L = 153.56°	L = 153.56°
PC TA 56416.21	PC TA 53490.68	PC TA 56416.21
X = 279454.615	Y = 201247.064	Y = 210470.752
Z = 279454.615	Y = 279930.388	Z = 279454.615
PT TA 57469.77	PT TA 54146.51	PT TA 57469.77
Y = 201616.435	Y = 20301.467	Y = 201616.435
X = 279487.385	X = 279349.681	X = 279487.385
Z = 279487.385	Z = 279349.681	Z = 279487.385
DELTA = 31°59'37"	DELTA = 31°59'37"	DELTA = 31°59'37"
D = 20°50'53"	D = 20°50'53"	D = 20°50'53"
T = 78.84°	T = 78.84°	T = 78.84°
L = 153.56°	L = 153.56°	L = 153.56°
PC TA 56416.21	PC TA 53490.68	PC TA 56416.21
X = 279454.615	Y = 201247.064	Y = 210470.752
Z = 279454.615	Y = 279930.388	Z = 279454.615
PT TA 57469.77	PT TA 54146.51	PT TA 57469.77
Y = 201616.435	Y = 20301.467	Y = 201616.435
X = 279487.385	X = 279349.681	X = 279487.385
Z = 279487.385	Z = 279349.681	Z = 279487.385
DELTA = 31°59'37"	DELTA = 31°59'37"	DELTA = 31°59'37"
D = 20°50'53"	D = 20°50'53"	D = 20°50'53"
T = 78.84°	T = 78.84°	T = 78.84°
L = 153.56°	L = 153.56°	L = 153.56°
PC TA 56416.21	PC TA 53490.68	PC TA 56416.21
X = 279454.615	Y = 201247.064	Y = 210470.752
Z = 279454.615	Y = 279930.388	Z = 279454.615
PT TA 57469.77	PT TA 54146.51	PT TA 57469.77
Y = 201616.435	Y = 20301.467	Y = 201616.435
X = 279487.385	X = 279349.681	X = 279487.385
Z = 279487.385	Z = 279349.681	Z = 279487.385
DELTA = 31°59'37"	DELTA = 31°59'37"	DELTA = 31°59'37"
D = 20°50'53"	D = 20°50'53"	D = 20°50'53"
T = 78.84°	T = 78.84°	T = 78.84°
L = 153.56°	L = 153.56°	L = 153.56°
PC TA 56416.21	PC TA 53490.68	PC TA 56416.21
X = 279454.615	Y = 201247.064	Y = 210470.752
Z = 279454.615	Y = 279930.388	Z = 279454.615
PT TA 57469.77	PT TA 54146.51	PT TA 57469.77
Y = 201616.435	Y = 20301.467	

701 - Page 24 of 24

1. JAMES B. CAPPAERT, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.03(5) OF THE WISCONSIN STATUTES AND UNDER THE SUPERVISION OF THE BOARD OF SURVEYING, I HAVE MAPPED THIS TRANSPORTATION PROJECT PLAN AND THIS PLAN CORRECTLY REPRESENTS ALL EXISTING BOUNDARIES OF THE SURVEYED LAND.

James B. Cappart
JAMES B. CAPPAERT

WISCONSIN
James B. Cappart
3044
Green Bay
Wis.
J.B.C. 10/1/2010

DATE

REGISTRATION NUMBER 3-3044
THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE CITY OF
WAUSAU, WISCONSIN
Pat B. Smith 6-18-78
DATE

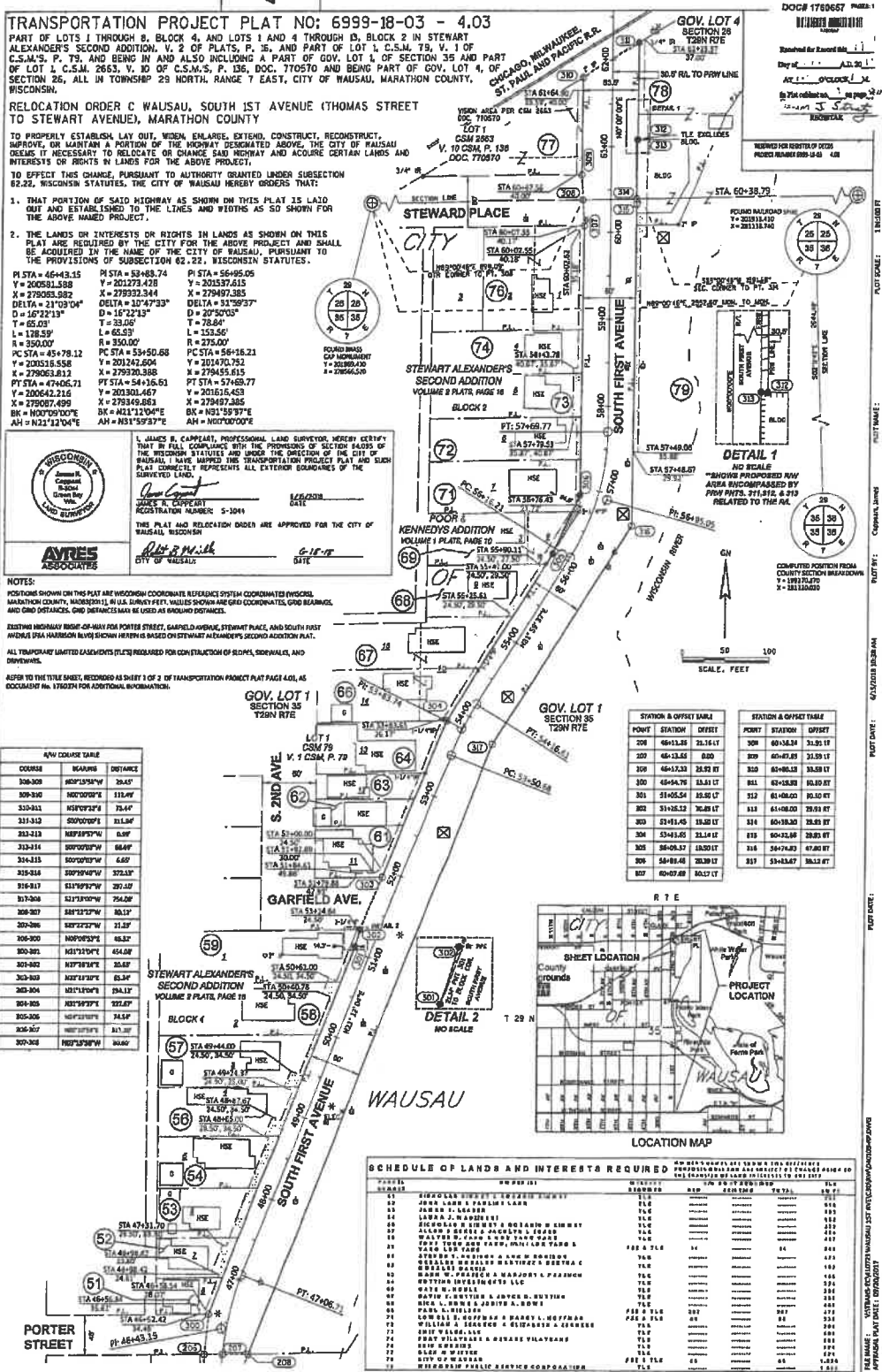
NOTES:
POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), MARATHON COUNTY, MAD32(2011), IN U.S. SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS,

EXISTING HIGHWAY RIGHT-OF-WAY FOR PORTER STREET, GARFIELD AVENUE, STEWART PLACE, AND SOUTH FIRST AVENUE (FKA HARRISON BLVD) SHOWN HEREIN IS BASED ON STEWART ALEXANDER'S SECOND ADDITION PLAT.

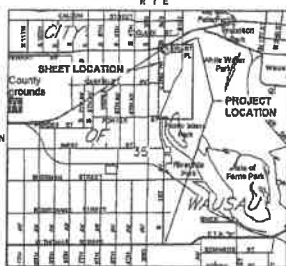
ALL TEMPORARY LIMITED EASEMENTS (TLETS) REQUIRED FOR CONSTRUCTION OF SLOPES, SIDEWALKS, AND DRIVEWAYS.

REFER TO THE TITLE SHEET, RECORDED AS SHEET 3 OF 2 OF TRANSPORTATION PROJECT PLAT PAGE 401, AS DOCUMENT No. 175074 FOR ADDITIONAL INFORMATION.

APU CODE TABLE			
CODE#	NAME	DATE	TIME
300-300	80012545W	2045	
300-310	8000704W	1111	
310-320	8010074W	7344	
321-312	8000070P	0.00F	
313-314	8005973W	1.09F	
314-314	8000070W	0049	
314-315	8000070W	6.60	
315-314	8000704W	3723	
319-817	8119737W	2013	
317-308	8117000W	7050	
308-307	8081737W	7012	
300-306	8000737W	7125	
306-300	8000073W	0032	
300-301	8011100P	6540F	
301-302	8073800P	10.6F	
303-303	8071100P	65.30	
304-304	8011100P	704.11	
305-305	8011997P	732.6F	
300-303	8005973W	74.5F	
306-307	8005973W	847.30F	
307-308	8001100P	80.60F	



STATION & OFFSET TABLE			STATION & OFFSET TABLE		
POINT	STATION	OFFSET	POINT	STATION	OFFSET
300	46+13.85	21.16 1/2	308	60+38.34	31.95
301	46+13.65	0.00	309	60+47.83	31.59 1/2
302	46+13.43	28.93 8/1	310	61+06.33	33.58 1/2
303	46+94.76	33.81 1/2	311	62+15.89	30.10 1/2
304	51+05.54	39.50 1/2	312	61+08.00	30.50 1/2
305	51+26.13	70.45 1/2	313	61+08.00	70.10 1/2
306	51+31.45	19.30 1/2	314	60+38.30	28.93 1/2
307	53+48.65	33.14 1/2	315	50+32.68	28.93 1/2
308	56+09.57	18.00 1/2	316	56+74.83	28.93 1/2
309	56+81.48	38.39 1/2	317	53+82.67	38.12 1/2
310	60+07.69	50.12 1/2			



SCHEDULE OF LANDS AND INTERESTS REQUIRED			APPROXIMATE TOTAL ACRES REQUIRED FOR THE DIFFERENT PURPOSES AND THE NUMBER OF TRACTS REQUIRED TO FURNISH THE SAME		
TRACT NO.	NAME OF TRACT	ACRES	NO.	NAME OF TRACT	ACRES
01	JOHN L. LEBLANC	1.0	20	JOHN L. LEBLANC	1.0
02	JOHN L. LEBLANC	1.0	21	JOHN L. LEBLANC	1.0
03	JOHN L. LEBLANC	1.0	22	JOHN L. LEBLANC	1.0
04	JOHN L. LEBLANC	1.0	23	JOHN L. LEBLANC	1.0
05	JOHN L. LEBLANC	1.0	24	JOHN L. LEBLANC	1.0
06	JOHN L. LEBLANC	1.0	25	JOHN L. LEBLANC	1.0
07	JOHN L. LEBLANC	1.0	26	JOHN L. LEBLANC	1.0
08	JOHN L. LEBLANC	1.0	27	JOHN L. LEBLANC	1.0
09	JOHN L. LEBLANC	1.0	28	JOHN L. LEBLANC	1.0
10	JOHN L. LEBLANC	1.0	29	JOHN L. LEBLANC	1.0
11	JOHN L. LEBLANC	1.0	30	JOHN L. LEBLANC	1.0
12	JOHN L. LEBLANC	1.0	31	JOHN L. LEBLANC	1.0
13	JOHN L. LEBLANC	1.0	32	JOHN L. LEBLANC	1.0
14	JOHN L. LEBLANC	1.0	33	JOHN L. LEBLANC	1.0
15	JOHN L. LEBLANC	1.0	34	JOHN L. LEBLANC	1.0
16	JOHN L. LEBLANC	1.0	35	JOHN L. LEBLANC	1.0
17	JOHN L. LEBLANC	1.0	36	JOHN L. LEBLANC	1.0
18	JOHN L. LEBLANC	1.0	37	JOHN L. LEBLANC	1.0
19	JOHN L. LEBLANC	1.0	38	JOHN L. LEBLANC	1.0
20	JOHN L. LEBLANC	1.0	39	JOHN L. LEBLANC	1.0
21	JOHN L. LEBLANC	1.0	40	JOHN L. LEBLANC	1.0
22	JOHN L. LEBLANC	1.0	41	JOHN L. LEBLANC	1.0
23	JOHN L. LEBLANC	1.0	42	JOHN L. LEBLANC	1.0
24	JOHN L. LEBLANC	1.0	43	JOHN L. LEBLANC	1.0
25	JOHN L. LEBLANC	1.0	44	JOHN L. LEBLANC	1.0
26	JOHN L. LEBLANC	1.0	45	JOHN L. LEBLANC	1.0
27	JOHN L. LEBLANC	1.0	46	JOHN L. LEBLANC	1.0
28	JOHN L. LEBLANC	1.0	47	JOHN L. LEBLANC	1.0
29	JOHN L. LEBLANC	1.0	48	JOHN L. LEBLANC	1.0
30	JOHN L. LEBLANC	1.0	49	JOHN L. LEBLANC	1.0
31	JOHN L. LEBLANC	1.0	50	JOHN L. LEBLANC	1.0
32	JOHN L. LEBLANC	1.0	51	JOHN L. LEBLANC	1.0
33	JOHN L. LEBLANC	1.0	52	JOHN L. LEBLANC	1.0
34	JOHN L. LEBLANC	1.0	53	JOHN L. LEBLANC	1.0
35	JOHN L. LEBLANC	1.0	54	JOHN L. LEBLANC	1.0
36	JOHN L. LEBLANC	1.0	55	JOHN L. LEBLANC	1.0
37	JOHN L. LEBLANC	1.0	56	JOHN L. LEBLANC	1.0
38	JOHN L. LEBLANC	1.0	57	JOHN L. LEBLANC	1.0
39	JOHN L. LEBLANC	1.0	58	JOHN L. LEBLANC	1.0
40	JOHN L. LEBLANC	1.0	59	JOHN L. LEBLANC	1.0
41	JOHN L. LEBLANC	1.0	60	JOHN L. LEBLANC	1.0
42	JOHN L. LEBLANC	1.0	61	JOHN L. LEBLANC	1.0
43	JOHN L. LEBLANC	1.0	62	JOHN L. LEBLANC	1.0
44	JOHN L. LEBLANC	1.0	63	JOHN L. LEBLANC	1.0
45	JOHN L. LEBLANC	1.0	64	JOHN L. LEBLANC	1.0
46	JOHN L. LEBLANC	1.0	65	JOHN L. LEBLANC	1.0
47	JOHN L. LEBLANC	1.0	66	JOHN L. LEBLANC	1.0
48	JOHN L. LEBLANC	1.0	67	JOHN L. LEBLANC	1.0
49	JOHN L. LEBLANC	1.0	68	JOHN L. LEBLANC	1.0
50	JOHN L. LEBLANC	1.0	69	JOHN L. LEBLANC	1.0
51	JOHN L. LEBLANC	1.0	70	JOHN L. LEBLANC	1.0
52	JOHN L. LEBLANC	1.0	71	JOHN L. LEBLANC	1.0
53	JOHN L. LEBLANC	1.0	72	JOHN L. LEBLANC	1.0
54	JOHN L. LEBLANC	1.0	73	JOHN L. LEBLANC	1.0
55	JOHN L. LEBLANC	1.0	74	JOHN L. LEBLANC	1.0
56	JOHN L. LEBLANC	1.0	75	JOHN L. LEBLANC	1.0
57	JOHN L. LEBLANC	1.0	76	JOHN L. LEBLANC	1.0
58	JOHN L. LEBLANC	1.0	77	JOHN L. LEBLANC	1.0
59	JOHN L. LEBLANC	1.0	78	JOHN L. LEBLANC	1.0
60	JOHN L. LEBLANC	1.0	79	JOHN L. LEBLANC	1.0
61	JOHN L. LEBLANC	1.0	80	JOHN L. LEBLANC	1.0
62	JOHN L. LEBLANC	1.0	81	JOHN L. LEBLANC	1.0
63	JOHN L. LEBLANC	1.0	82	JOHN L. LEBLANC	1.0
64	JOHN L. LEBLANC	1.0	83	JOHN L. LEBLANC	1.0
65	JOHN L. LEBLANC	1.0	84	JOHN L. LEBLANC	1.0
66	JOHN L. LEBLANC	1.0	85	JOHN L. LEBLANC	1.0
67	JOHN L. LEBLANC	1.0	86	JOHN L. LEBLANC	1.0
68	JOHN L. LEBLANC	1.0	87	JOHN L. LEBLANC	1.0
69	JOHN L. LEBLANC	1.0	88	JOHN L. LEBLANC	1.0
70	JOHN L. LEBLANC	1.0	89	JOHN L. LEBLANC	1.0
71	JOHN L. LEBLANC	1.0	90	JOHN L. LEBLANC	1.0
72	JOHN L. LEBLANC	1.0	91	JOHN L. LEBLANC	1.0
73	JOHN L. LEBLANC	1.0	92	JOHN L. LEBLANC	1.0
74	JOHN L. LEBLANC	1.0	93	JOHN L. LEBLANC	1.0
75	JOHN L. LEBLANC	1.0	94	JOHN L. LEBLANC	1.0
76	JOHN L. LEBLANC	1.0	95	JOHN L. LEBLANC	1.0
77	JOHN L. LEBLANC	1.0	96	JOHN L. LEBLANC	1.0
78	JOHN L. LEBLANC	1.0	97	JOHN L. LEBLANC	1.0
79	JOHN L. LEBLANC	1.0	98	JOHN L. LEBLANC	1.0
80	JOHN L. LEBLANC	1.0	99	JOHN L. LEBLANC	1.0
81	JOHN L. LEBLANC	1.0	100	JOHN L. LEBLANC	1.0
82	JOHN L. LEBLANC	1.0			
83	JOHN L. LEBLANC	1.0			
84	JOHN L. LEBLANC	1.0			
85	JOHN L. LEBLANC	1.0			
86	JOHN L. LEBLANC	1.0			
87	JOHN L. LEBLANC	1.0			
88	JOHN L. LEBLANC	1.0			
89	JOHN L. LEBLANC	1.0			
90	JOHN L. LEBLANC	1.0			
91	JOHN L. LEBLANC	1.0			
92	JOHN L. LEBLANC	1.0			
93	JOHN L. LEBLANC	1.0			
94	JOHN L. LEBLANC	1.0			
95	JOHN L. LEBLANC	1.0			
96	JOHN L. LEBLANC	1.0			
97	JOHN L. LEBLANC	1.0			
98	JOHN L. LEBLANC	1.0			
99	JOHN L. LEBLANC	1.0			
100	JOHN L. LEBLANC	1.0			

SEWER UTILITY MAP

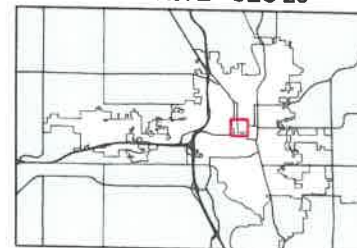
(Sanitary Mains & Sanitary Manholes)

City of Wausau

Legend

- Collector
- - - Interceptor
- - - Siphon
- - - Force
- - - Abandoned
- Manhole
- Lateral
- Casing
- ⊙ Grease Separator
- ⊙ Cleanout
- ⊙ Lift Station
- ⊙ Diversion Chamber
- ⊙ Flowmeter
- ⊙ Sanitary Districts
- Railroad
- ⊙ Road Edge
- ⊙ Parcels
- ⊙ Lakes & Rivers
- ⊙ Small Streams
- ⊙ Parcels
- ⊙ Surrounding Municipality

SE 1/4
T29N - R07E - SEC 26



Scale: 1:2,400
1 inch equals 200 feet

0 200 400
Feet

Map Date: April 08, 2021

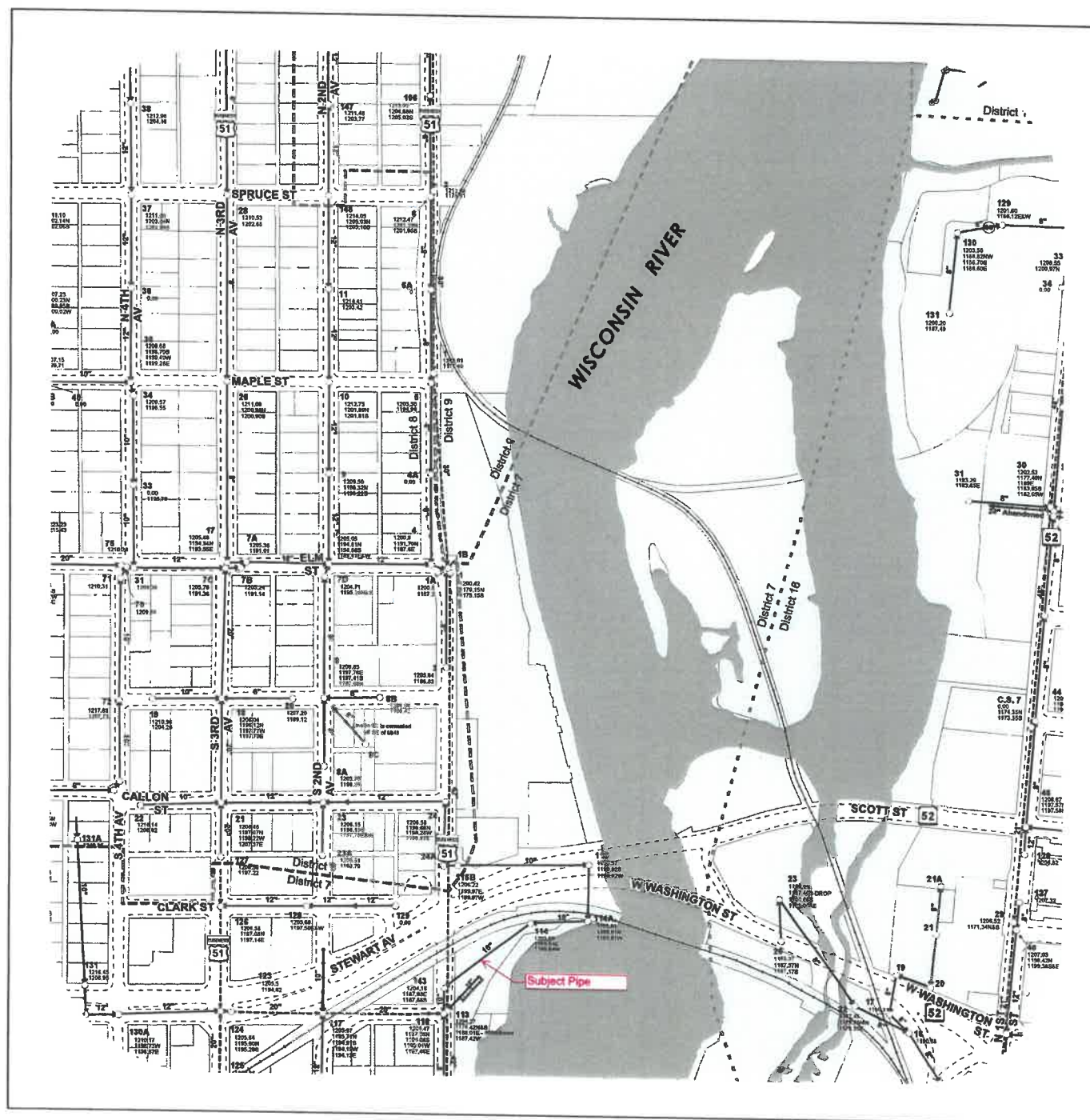
This is NOT a legal survey document.
This is a current interpretation of tax parcel status.

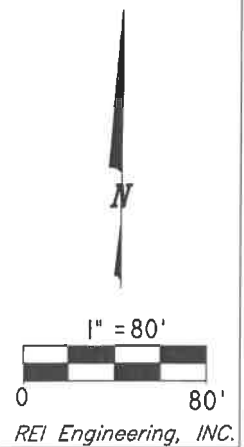
- NOTES:
1. Duplication of this map is prohibited without the written consent of the City of Wausau Engineering Dept.
 2. This map was compiled and developed by the City of Wausau and Marathon County GIS. The City and County assume no responsibility for the accuracy of the information contained herein.
 3. Map features developed from several sources including, but not limited to aerial photography and GPS.
 4. Parcel features developed from Marathon County land records.

WAUSAU
WISCONSIN
City of Wausau
Department of Public Works
GIS Division
407 Grant St.
Wausau WI 54983
(715) 261-4740 gis@cityofwausau.org

262	261	252
263	264	253
352	351	382

2907264





DRAWING FILE # 64-00-34-90\94.BS GUNDEZI MALL VOWDISHUE YEASEMENTS INTAKE/STEWART DWE LAYOUT: EXHIBIT MAP-VERTICAL PLOTTED SEP 26, 2020 10:19AM PLOTTED BY JESSICA

DATE: _____

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

THIS FIRST AMENDMENT TO PURCHASE AND DEVELOPMENT AGREEMENT (this "Amendment") is made as of the 27th day of January, 2021 (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, GWPP is the sole owner of Developer; and

WHEREAS, the City and Developer entered into that certain Purchase and Development Agreement with an effective date of January 17, 2020 (the "Development Agreement"), with respect to Developer's acquisition and development of the Mall Property as described 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; and

WHEREAS, as contemplated in the Development Agreement, Developer has presented a proposal to the City for the redevelopment of the Mall Property, which is attached hereto as Exhibit A-1 (the "Redevelopment Plan"); and

WHEREAS, in order to facilitate the concepts contained in the Redevelopment Plan, certain demolition work and reconstruction work must be completed, including (i) the demolition of: (a) the improvements located on the portion of the Mall Property with Marathon County PIN 291-2907-362-0260 (the "Wausau Central Mall Parcel"); (b) the vacant Sears building located on the portion of the Mall Property with Marathon County PIN 291-2907-362-0270 (the "Sears Parcel"); and (c) the vacant J.C. Penney's building located on the portion of the Mall Property with Marathon County PIN 291-2907-362-0280 (the "Penney's Parcel", and, together with the Wausau Central Mall Parcel and the Sears Parcel, the "Demolition Property"); and (ii) the renovation of the façade of the HOM Furniture building located on the portion of the Mall Property with Marathon County PIN 291-2907-362-0250 (the "HOM Parcel") necessary because of the foregoing demolition work (collectively, the "Demolition Work") which Demolition Work is more thoroughly described on that certain Scope of Work, dated October 6, 2020, provided by Developer to the City, attached hereto as Exhibit A-2 ("Scope of Work"); and

WHEREAS, in order to facilitate the concepts contained in the Redevelopment Plan, certain demolition work and reconstruction work must be completed, including the work necessary to renovate and enclose the parking ramps and all their associated improvements, located on the Parking Lot Parcels that must be completed in conjunction with and as a result of the foregoing Demolition Work (the "City Demolition and Reconstruction Work"), which City Demolition and Reconstruction Work is more thoroughly described in the Scope of Work; and

WHEREAS, Developer is working cooperatively to relocate certain tenants occupying the Mall Property (the "Tenant Relocation"); and

WHEREAS, the parties have agreed that certain portions of the Mall Property will be dedicated to the City for the extension of certain public streets and utilities by the City; 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. 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:

a. "Demolition Property" is defined in the Recitals above. For the sake of clarity, the Demolition Property does not include the HOM Parcel or the Parking Lot 1 Parcel or the Parking Lot 2 Parcel.

b. "Demolition Work Commencement Deadline" means a date reasonably established by Developer and anticipated to be in the second quarter of 2021, but not prior to the relocation from or vacation by all tenants of the Mall Property (other than HOM Furniture).

c. "Demolition Work Completion Deadline" means June 30, 2024.

d. "Minimum Assessed Value" means at least \$7,000,000.

e. "Demolition Work Plans" means final detailed plans and specifications for the Demolition Work as produced by Developer.

f. "Demolition Work Schedule" means the schedule established by Developer for completion of the Demolition Work, which is anticipated to occur in phases as outlined in the Scope of Work, with completion of the Demolition Work to occur no later than the Demolition Work Completion Deadline.

g. "Demolition Project Cost Breakdowns" means cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying

development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of the Demolition Work.

h. "Shortfall Payment Term" means the time period commencing on January 1, 2024 and ending December 31, 2031.

i. "Upfront TID Grant Amount" means an amount up to but not to exceed \$3,500,000.

j. "WDPW" means the Wausau Department of Public Works.

2. Amendments and Supplements to Development Agreement. The Development Agreement is hereby amended and supplemented by the following:

a. *Governing Board of Developer.* Section 2.e. of the Development Agreement is hereby deleted in its entirety.

b. *Release of Parking Lot Purchase Option.* The Parking Lot Purchase Option with respect to the Parking Lot 2 Parcel shall be terminated as of the date the ROW Dedication (as defined herein) occurs, and upon such termination, Developer shall release any and all of its right, title and interest in and to the Parking Lot Purchase Option with respect to the Parking Lot 2 Parcel.

c. *Demolition Work.* GWPP shall cause to be completed the Demolition Work in accordance with the following:

i. Prior to commencement of each phase of the Demolition Work, GWPP will cause to be delivered to WDPW copies of the Demolition Work Plans and Demolition Work Schedule for each such phase. WDPW may provide comments or suggestions on such deliveries for a period of 15 days after submission and GWPP and Developer shall take into consideration all such comments or suggestion and may revise the Demolition Work Plans and Demolition Work Schedule. For all purposes hereof, the representative of WDPW who shall receive such submissions is the then-current Director of WDPW ("WDPW Representative"). The City may change the WDPW Representative from time to time by providing written notice to Developer.

ii. Following awarding of contracts for each phase of the Demolition Work, GWPP shall cause to be delivered to WDPW a Demolition Project Cost Breakdown for such phase, along with any modifications to the Demolition Work Plans or Demolition Work Schedule that GWPP and Developer determine are necessary to comply with the Scope of Work and project variables that may not be known by the parties as of the Effective Date. WDPW may provide comments or suggestions on such deliveries for a period of 15 days after such submission and GWPP and Developer shall take into consideration all such comments or suggestion and may revise the Demolition Work Plans, Demolition Work Schedule, and Demolition Project Cost Breakdown accordingly; provided, however, that the Demolition Work

completion date in the Demolition Work Schedule shall not be changed to later than the Demolition Work Completion Deadline without the approval of the City Council.

iii. The Demolition Work will be completed in a good and workmanlike manner and in accordance with the Demolition Work Plans.

iv. The Demolition Work shall commence no later than the Demolition Work Commencement Deadline and shall proceed in accordance with the then applicable Demolition Work Schedule.

v. The Demolition Work to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, and all environmental laws, rules, regulations and ordinances.

vi. Developer or its chosen contractors and material suppliers shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the portions of the Demolition Work for which they are responsible.

vii. Developer shall invite the WDPW Representative, or such individual as the WDPW Representative shall designate in writing to the Developer in advance, to all contractor pre-construction and construction meetings held as part of the Demolition Work.

d. *Soil Management Plan.* Developer shall hire an environmental engineer ("Environmental Engineer") to serve as a consultant to develop an environmental investigation and testing plan with respect to soils of the Mall Property during the Demolition Work (the "Soil Management Plan"). The Soil Management Plan must be approved by the City prior to implementation, which approval shall not be unreasonably withheld, conditioned or delayed. During the Demolition Work Developer shall provide the City Clerk with copies of all correspondence and investigatory reports provided by the Environmental Engineer. Developer shall deliver to the City Clerk all correspondence delivered to or received from the Wisconsin Department of Natural Resources with respect to the Mall Property.

e. *City Demolition and Reconstruction Work.* The City shall complete at its sole cost and expense the City Demolition and Reconstruction Work in accordance with the following:

i. Prior to commencement of each phase of the Demolition Work, City will deliver to Developer copies of such work plans and schedules as is reasonably necessary to undertake and complete the City Demolition and Reconstruction Work in a harmonious and complimentary fashion with the then-applicable phase of the Demolition Work (the "City Work Plans and Schedule"). Developer may

provide comments or suggestions on such deliveries to the WDPW Representative for a period of 15 days after each such submission and City shall take into consideration all such comments or suggestion and may revise the City Work Plans and Schedule accordingly.

ii. The City Demolition and Reconstruction Work will be completed in a good and workmanlike manner and in accordance with the City Work Plans and Schedule.

iii. The City Demolition and Reconstruction Work shall commence no later than the Demolition Work Commencement Deadline and shall proceed in accordance with the City Work Plans and Schedule.

iv. The City will conform and comply with, and will cause the City Demolition and Reconstruction Work to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, and all environmental laws, rules, regulations and ordinances.

v. The City or its chosen contractors and material suppliers shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the portions of the City Demolition and Reconstruction Work for which they are responsible.

vi. The City shall invite an authorized representative of the Developer or such individual's designated representatives to all contractor pre-construction and construction meetings held as part of the City Demolition and Reconstruction Work.

f. *TID Grant Termination.* The TID Grant as described in the Development Agreement is hereby terminated and the City shall have no further obligation with respect to the TID Grant.

g. *Upfront TID Grant.* From and after the Effective Date, the City shall provide GWPP with an "Upfront TID Grant" in the Upfront TID Grant Amount in accordance with the following procedures:

i. During the Demolition Work, Developer shall prepare and submit to GWPP applications for payment for such work during each prior calendar month GWPP will submit to the WDPW Representative (with copies to the City Clerk and City Finance Director), draw requests to pay for portions of the Demolition Work contemplated in the Scope of Work as completed through the date of such draw request, in accordance in all material respects with generally recognized standard American Institute of Architects construction draw request procedures

and forms; provided, however, that such draw requests may not include a separate architect certification. Each draw request shall include conditional lien waivers (conditioned upon payment only) for the work included in such request, and following the initial draw request, such subsequent draw requests shall also be accompanied by final lien waivers for work paid for by the previous draw request. Such draw requests may be submitted no more than one time per calendar month.

ii. Developer may retain from payment to any contractor or material supplier up to ten percent (10%) pending final completion of the Demolition Work, and, if so directed by GWPP, the City will retain such portions of each draw request until directed to disburse by GWPP. If reasonably requested by the City, Developer agrees to require such retainage.

iii. Developer shall provide the WDPW Representative, or such individual as the WDPW Representative shall designate in writing to the Developer in advance, reasonable access to inspect the progress of the Demolition Work in order to determine whether the work included in draw requests has been completed to the reasonable satisfaction of the City. In the event the WDPW Representative (or designee, if applicable) reasonably determines has not been properly completed, the City shall provide Developer with written notice of the same and Developer and the City shall cooperate in good faith to resolve any such discrepancy.

iv. The City shall disburse to GWPP the portion of the Upfront TID Grant in the amount of each such draw request within thirty (30) days of delivery, subject to the retainage amount discussed above; provided, however, that the City may retain portions of such draw request that are for work that has not yet been completed to the reasonable satisfaction of the City.

v. At the City's election, the proceeds of the Upfront TID Grant may be disbursed through a title company pursuant to a disbursement agreement between the City, GWPP, and the title company (the "Disbursement Agreement"), which, to the extent the terms of the Disbursement Agreement conflict with the foregoing, the terms of the Disbursement Agreement shall control.

vi. The Developer understands and agrees that in the event that the Demolition Work is not completed by the Demolition Work Completion Deadline, further disbursements of the Upfront TID Grant shall be conditioned upon approval by the City Council. Absent such approval, the Upfront TID Grant Amount shall be reduced to the amount disbursed as of such date.

h. *Developer Dedication.* Within ninety (90) days of the completion of the Demolition Work in the areas where such streets will be reconstructed (the "ROW Dedication Deadline"), Developer shall convey by special warranty deed approximately 95,000 square feet of the Mall Property to the City for the purposes of dedicating such area to the public in order to extend the public streets, sidewalks, and utilities with

respect to 2nd Street, 3rd Street, Jackson Street, and Washington Street (the "ROW Dedication"). Developer and the WDPW shall cooperate to establish to the specific portions of the Mall Property (the "ROW Area") that will be transferred to the City for the ROW Dedication, including, but not limited to allowing such survey work by the City as may be necessary to establish the boundaries of the ROW Area. Developer shall convey the ROW Area to the City by special warranty deed, free from any liens, on a date at or prior to the ROW Dedication Deadline as mutually agreed to by the City and Developer. Developer hereby agrees to cooperate with the City's and the City's title company's reasonable requests to execute additional closing documentation to carry out the intent of this section.

i. *City Street Construction.* As soon as reasonably practical after the ROW Dedication, the City, at its sole cost and expense, shall design and construct extensions of the public streets, sidewalks, and utilities within the ROW Area in the manner contemplated in and consistent with the Redevelopment Plan. The City shall actively and continuously work on such projects until completion.

j. *Loan Amendment.* Effective as of the date the ROW Dedication occurs, the Development Agreement and the Note shall be amended to provide that: (i) the outstanding principal amount of the Loan shall be reduced to \$660,000; (ii) the maturity date of the Loan shall be the first day of July in the sixth calendar year following the calendar year in which the ROW Dedication occurred; and (iii) Developer shall repay the Loan in six (6) equal annual payments in the amount of \$110,000.00, beginning on the first day of July of the calendar year immediately following the calendar year in which the ROW Dedication occurred. As of the Effective Date, the Loan shall no longer be forgivable by the City in the fashion contemplated in the Development Agreement and any reference in the Development Agreement and the Note to such forgiveness of the Loan, including, but not limited to, Sections 3.b.ii and 4.e. of the Development Agreement, are hereby deleted.

k. *Real Estate Assessment; Shortfall Payments.*

i. During any calendar year during the Shortfall Payment Term, if the sum of the equalized assessed values for all parcels that comprise the Mall Property, as well as the Sears Parcel and Penney's Parcel (the "Assessment Property"), as reflected in the records of the assessor for the City of Wausau is less than the Minimum Assessed Value, Developer agrees to pay to the City an amount equal to the difference between the amount of property tax which would have been due for such calendar year had the Assessment Property been assessed at the Minimum Assessed Value and the actual assessed value thereof for such calendar year (the "Shortfall Payment"). Any Shortfall Payment will be due and payable in full to the City at the same time as other real estate taxes are due in the City for such calendar year, even if such due date falls after the end of the Shortfall Payment Term. By way of example, if a shortfall exists because of a shortfall in the assessed values of the Assessment Property as of January 1, 2024, then the Shortfall Payment shall be due at the same time as the property taxes

are due for calendar year 2024. In the event a Shortfall Exception (as defined herein) exists and reduces the cumulative equalized assessed values for the Assessment Property, then the Shortfall Payment shall be reduced to the extent the Shortfall Payment was caused by such Shortfall Exception.

ii. A "Shortfall Exception" shall mean any one or more of the following:

1. A breach of the Development Agreement, as amended hereby, by the City.
2. Any loss or damage to any portion of the Assessment Property as a result of acts of God, war, government regulations, orders, or advisories, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, infectious disease; travel warnings or prohibitions, including governmental, corporate, or employer warnings or prohibitions, or any other emergency of a comparable nature beyond the party's control that in each case make it illegal, impossible, or commercially impracticable to perform its obligations under this Agreement.
3. A failure by the City to fully disburse the Upfront TID Grant pursuant to the terms and conditions herein.

iii. Developer understands and agrees that this provision shall not in any way bind the City assessor in his/her assessment and appraisal of the Mall Property and that the City assessor will arrive at an Assessed Value of the Mall Property based solely on his/her reasonable application of all applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this provision shall limit or impair Developer's rights to appeal an assessment in excess of the Minimum Assessed Value.

iv. In the event Developer fails to timely make a Shortfall Payment in full, the City shall have the right, but not the obligation, to provide a notice of failure to pay and right to cure to Developer. Upon such notice, Developer shall have thirty (30) days to make the Shortfall Payment. If Developer fails to make the Shortfall Payment after such 30-day notice period, Developer hereby consents to the entry of a judgment in favor of the City, and against Developer, in Marathon Circuit Court, for the amount of the Shortfall Payment (or such lesser amount if a partial payment was made). The City then shall have the express right to seek execution of the judgment pursuant to Chapter 815 of the Wisconsin Statutes relating to execution against the property of Developer. In addition to the rights detailed in this paragraph, the City shall have the right, in the event Developer fails to timely make a Shortfall Payment in full, to attach a lien in the amount of such Shortfall Payment (or such lesser amount if a partial payment was made) to the Mall Property, which lien shall run with the land, and the

City may exercise any remedies available in law or in equity to enforce such lien, including, but not limited to, foreclosure.

3. *Conditions to Disbursement of the Upfront TID Grant.* The obligations of the City under this Amendment to disburse each installment of the Upfront TID Grant are conditioned upon the satisfaction of each and every one of the following conditions:

i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Amendment or the Development Agreement.

ii. Developer shall have provided the WDPW with a list of all contractors and material suppliers employed in connection with the Demolition Work for which such installment of the Upfront TID Grant shall be used to pay.

iii. Developer shall have submitted an executed copy of each construction contract or material supply contract for the Demolition Work for which such installment of the Upfront TID Grant shall be used to pay to the WDPW Representative, with a copy to the City Clerk.

iv. Developer shall have provided the WDPW with such other supporting documents reasonably acceptable to the WDPW as are customary for a construction draw request in accordance in all material respects with generally recognized standard American Institute of Architects construction draw request procedures and forms.

4. Miscellaneous.

a. Notices to GWPP. Any notice given to Developer pursuant to the terms of the Development Agreement shall be deemed to have been simultaneously provided to GWPP.

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

c. No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City 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: David Falkman
Name: David Falkman
Title: President

GWPP:

GREATER WAUSAU PROSPERITY
PARTNERSHIP, LTD.

By: James J. McIntyre
Name: James McIntyre
Title: President

THE CITY

CITY OF WAUSAU

By: Katie Rosenberg
Katie Rosenberg, Mayor

Attest: Leslie M. Kremer
Name: Leslie M. Kremer, Clerk

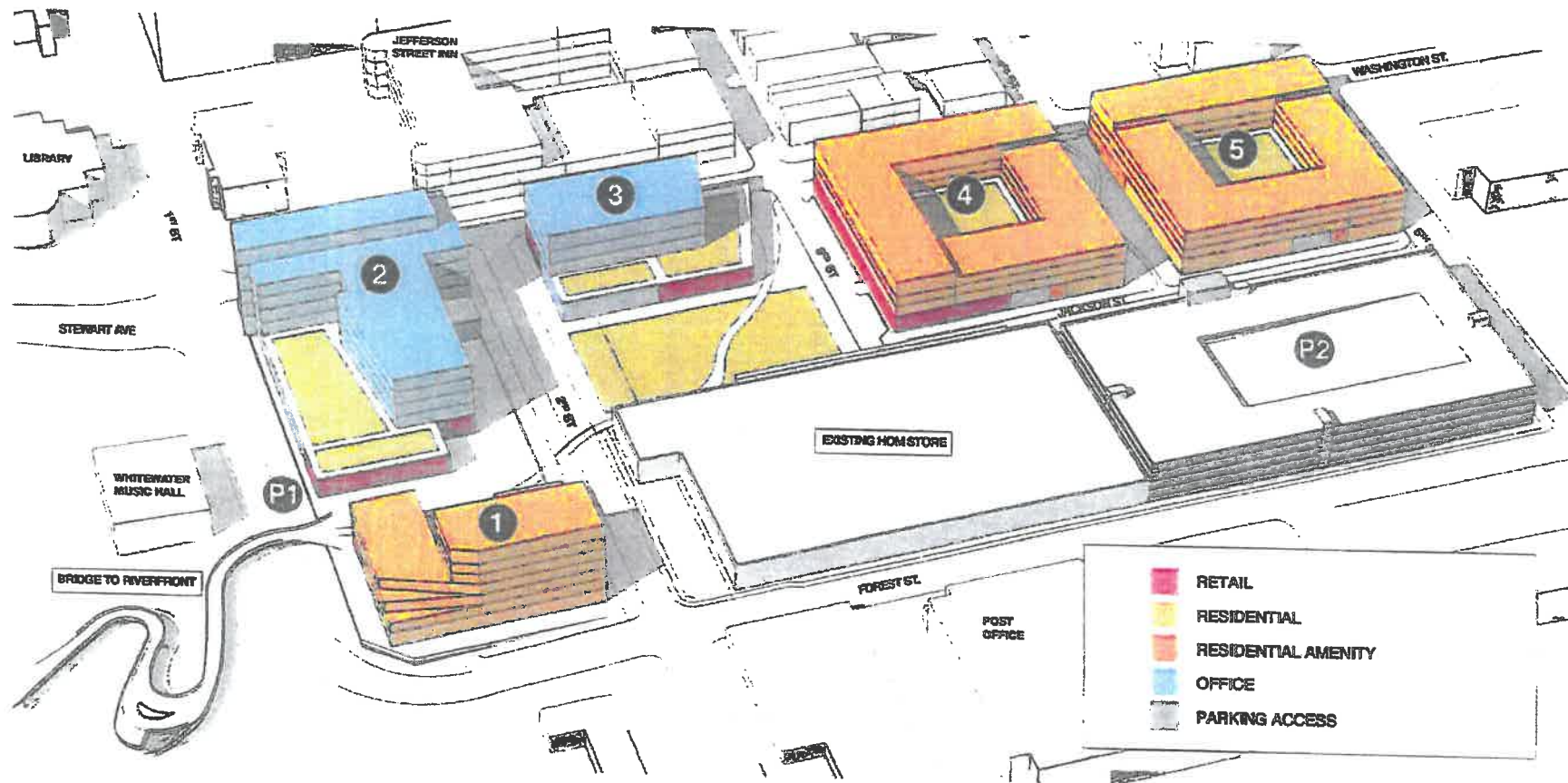


Exhibit A-1

Exhibit A - 2

Wausau Opportunity Zone, Inc. Wausau Chamber Foundation

Scope of Work

October 6, 2020

Demolition and Reconstruction Wausau Center Mall Site Approved Uses for the 3.5M City Grant

- 1) Pre-Demolition inspection and testing of the interiors of the Sears, Mall Center Area and JCPenney's Building by a licensed Environmental Testing Company.
- 2) Cost for an Environmental Engineering Firm to perform a "soil management plan" to review uncovered soils in the demolition areas and make recommendations as to any necessary remediation.

Note: Soil removals, or other remediation actions will be paid for by the City, pursuant to the Purchase and Development Agreement between the City and WOZ, Inc. dated January 17, 2020.
- 3) Removal and proper disposal of interior items identified in the environmental review, such as light bulbs, thermostats, ceiling tile, floor tile, adhesives, asbestos products, lead paint, freon and other restricted waste.
- 4) Permits and DNR inspections necessary to perform the work, plus any closing documentation that may be required.
- 5) Demolition of the Sears Building and Mall Center area consisting of approximately 285,000 s.f. (Phase I)
- 6) Restoration and fencing of the developable areas, (i.e., Blocks 3, 4 and 5 of the development plan) to safely secure the site and make it aesthetically attractive.
- 7) Reconstruction of approximately 440 ft. of the HOM Furniture Store's, north and west elevations. Such reconstruction will include: footings and foundations, new entries, storefront openings and insulated walls with architectural materials to meet the aesthetic requirements for the long-term beautification of our downtown. There will be an architectural and engineering costs associated with this work.
- 8) Reconstruction and landscaping of the pedestrian walkway, connecting the new entry to the Sears ramp, on the north, to Fourth Street and the 400 Block.

Note: Improvement to the north elevation of the ramp will be made by the City.

9) Demolition of the JCPenney's building (except the parking structure), which consists of approximately 89,000 s.f. Phase II

10) Reconstruction of the deck area of the JCPenney's ramp that transitions to the future Spiral Pedestrian Walkway that connects to the South Riverfront. Approximately 70' x 200'.

11) Reconstruction of the building area needed for the "Public Market Area".

Note: Improvements to the parking stairwell on the east elevation will be performed by the City.

12) Reconstruction of the "Green Forum" area between the JCPenney's building and the new 3rd Street.

13) The above scope of work will be bid out to qualified subcontractors. Those bids will be reviewed by Wausau Opportunity Zone, Inc. and the Public Works Department and a qualified contractor will collectively be chosen.

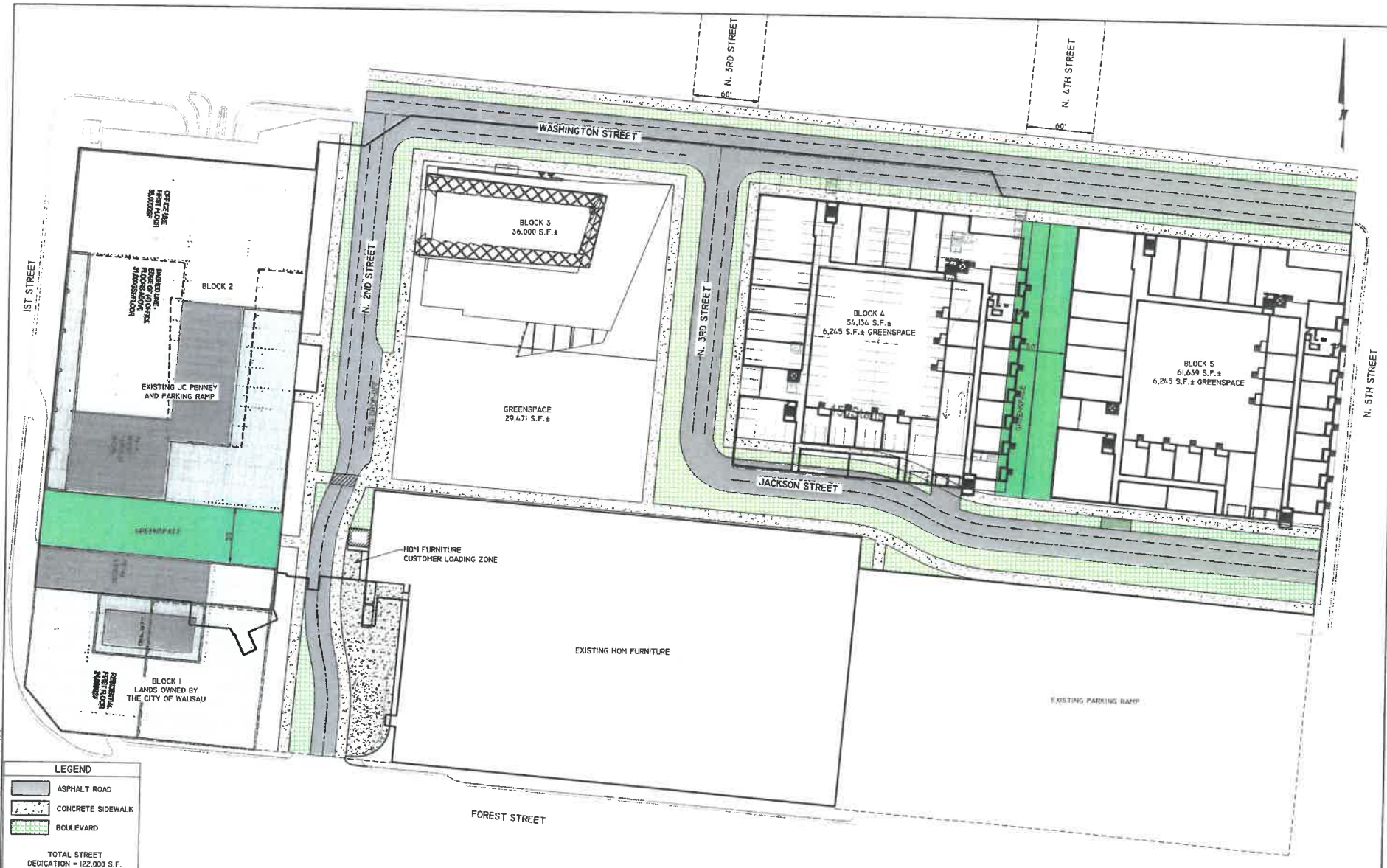
Wausau Opportunity Zone, Inc. will hold the contract on behalf of Wausau Chamber Foundation.

The Wausau Chamber Foundation (DBA Greater Wausau Prosperity Partnership, LLC) will submit invoices for work performed to the Department of Public Works for their approval. Approved draw requests will then be paid by the City to the Wausau Chamber Foundation. They, in turn, will pay Wausau Opportunity Zone, Inc. who will make appropriate payments to the subcontractors, less a 10% retainage.

Upon completion of the work, the City and Foundation will release payment for retainage amounts upon the receipt of final lien waivers.

14) The project will have customary general conditions and project management costs estimated to be approximately 4% of the project cost and a contingency for reconstruction and demolition of 5%.

DRAWING FILE P:\2020\2020\09\04\30 CHURCH PLANNING\DWG\1055 1055 STREET EIGHT COW LAYOUT.DWG
 PLOTTED: SEP 14, 2021 - 1:32PM PLOTTED BY: NATANAP



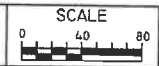
LEGEND

- ASPHALT ROAD
- CONCRETE SIDEWALK
- BOULEVARD

TOTAL STREET DEDICATION = 122,000 S.F.

REI Engineering, Inc.
 4050 N. 20TH AVENUE
 WAUSAU, WISCONSIN 54401
 PHONE: 76.675.7767 FAX: 76.675.1099
 EMAIL: TAIL.REI@REIENGINEERING.COM

REI CIVIL & ENVIRONMENTAL
 ENGINEERING, SURVEYING



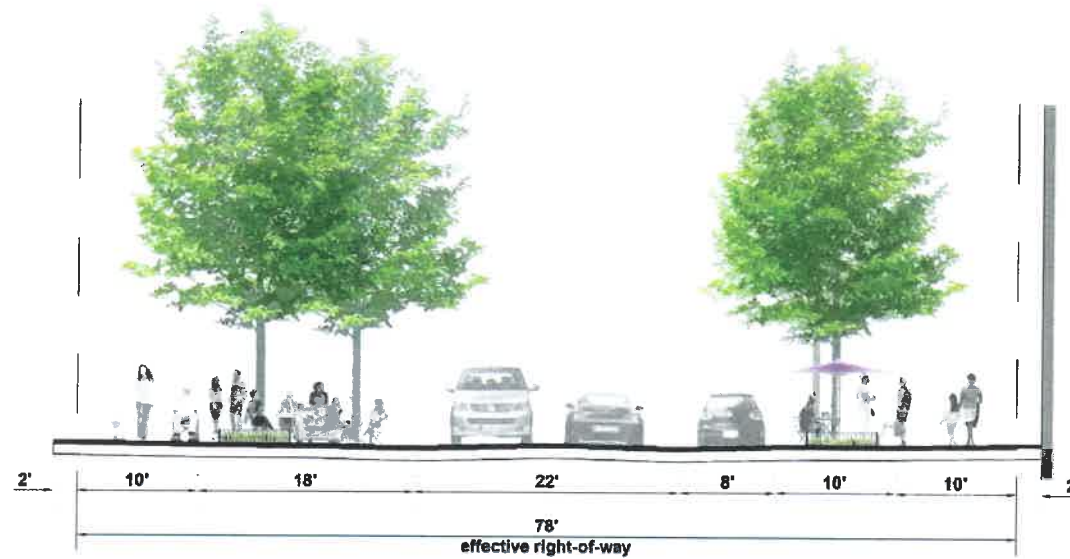
DATE	REVISION	BY	CHK'D

DESIGNED BY: GSW	CHECKED BY: TAR
SURVEYED BY: REI	APPROVED BY: JJB
DRAWN BY: NAP	DATE: 09/14/21

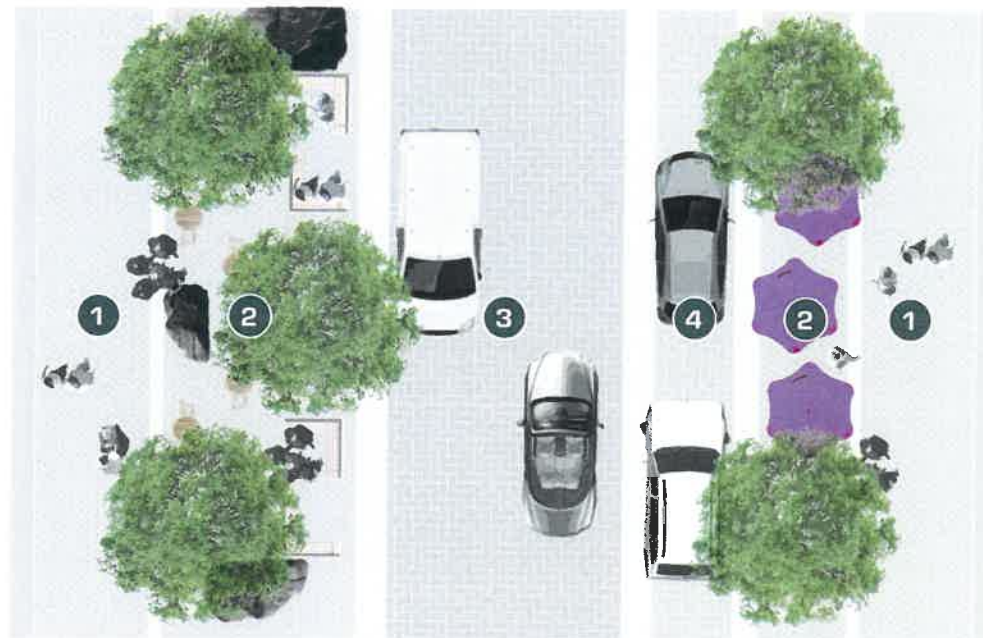
PROPOSED PUBLIC STREET SECTIONS
 WOZ DEVELOPMENT
 301 WASHINGTON STREET
 WAUSAU, WISCONSIN

REI
 REI No. 9485
 SHEET DESIGN

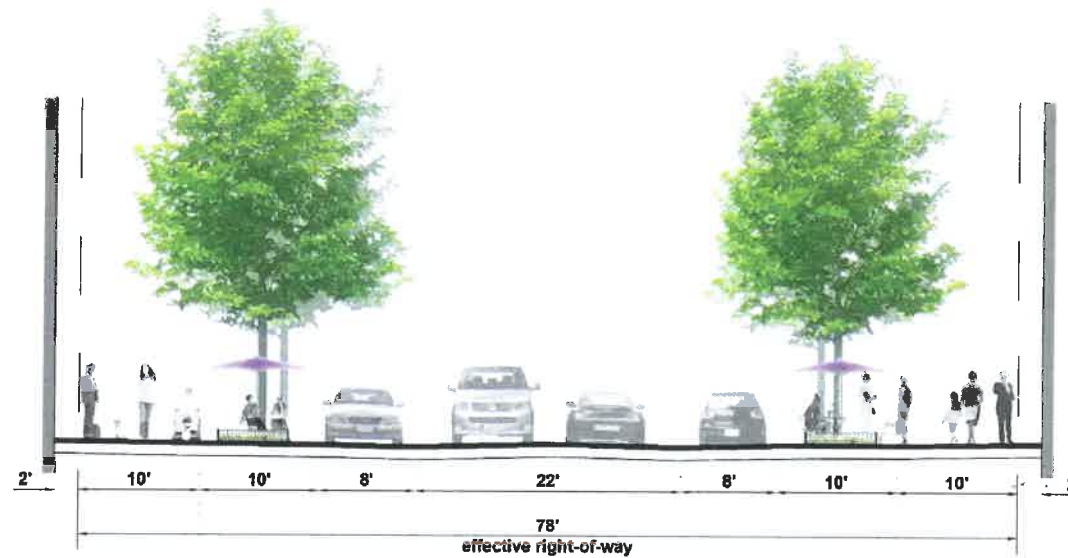
**3RD ST
78' ROW
FLUSH STREET
1-SIDE PARKING
(LOOKING NORTH)**



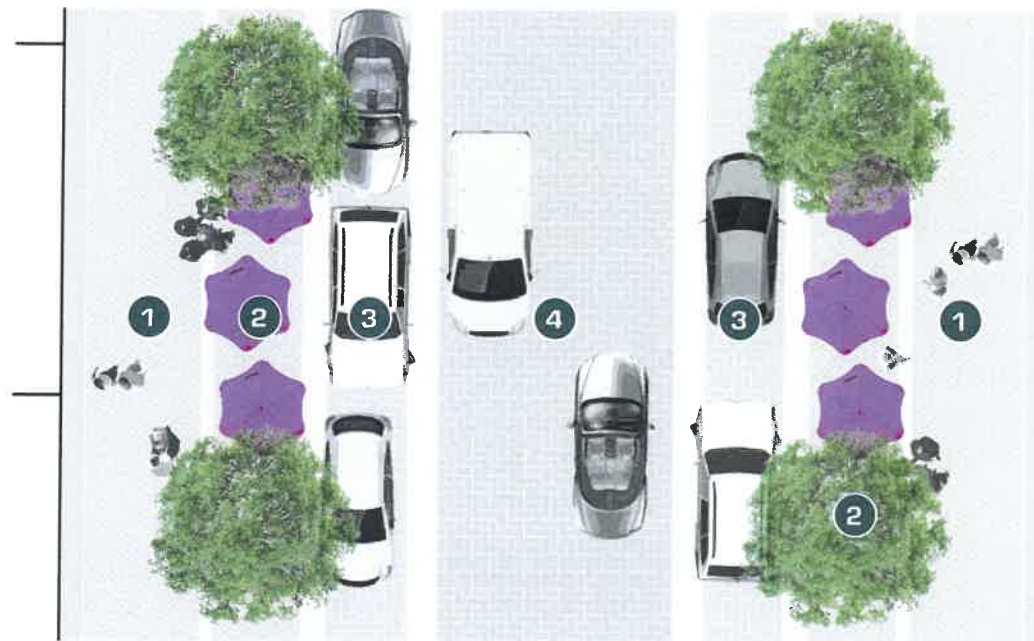
- ① Sidewalk
- ② Furnishing / Landscape
- ③ Travel Lanes
- ④ On-Street Parking



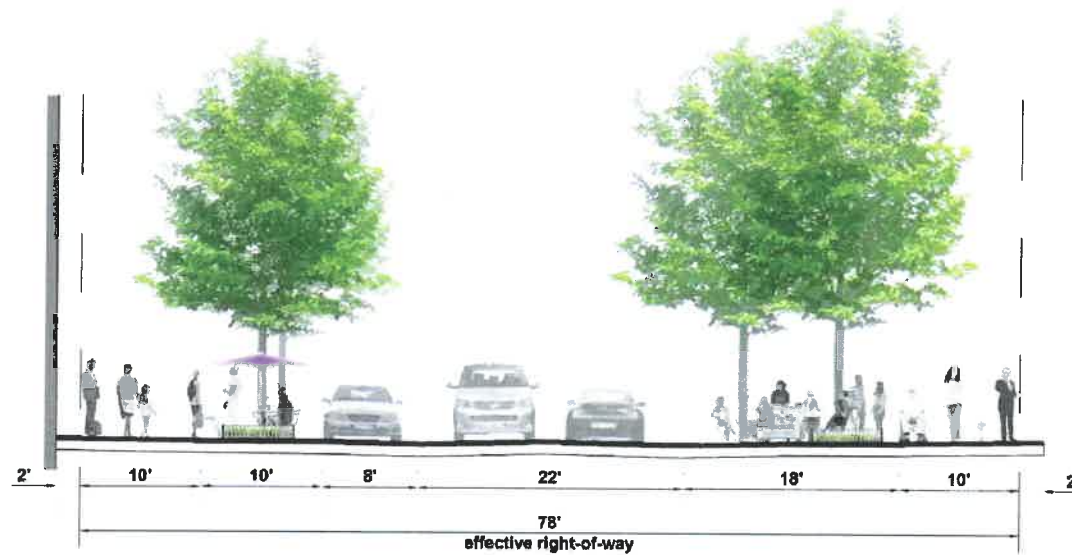
**WASHINGTON STREET
78' ROW
FLUSH STREET
2-SIDE PARKING
(LOOKING EAST)**



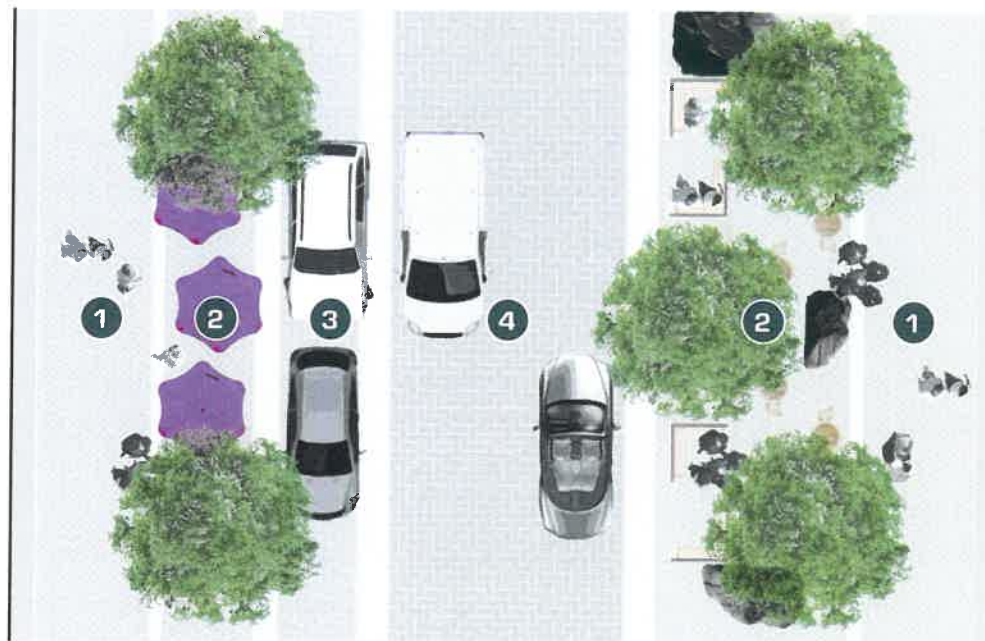
- ① Sidewalk
- ② Furnishing/
Landscape
- ③ On-Street Parking
- ④ Travel Lanes



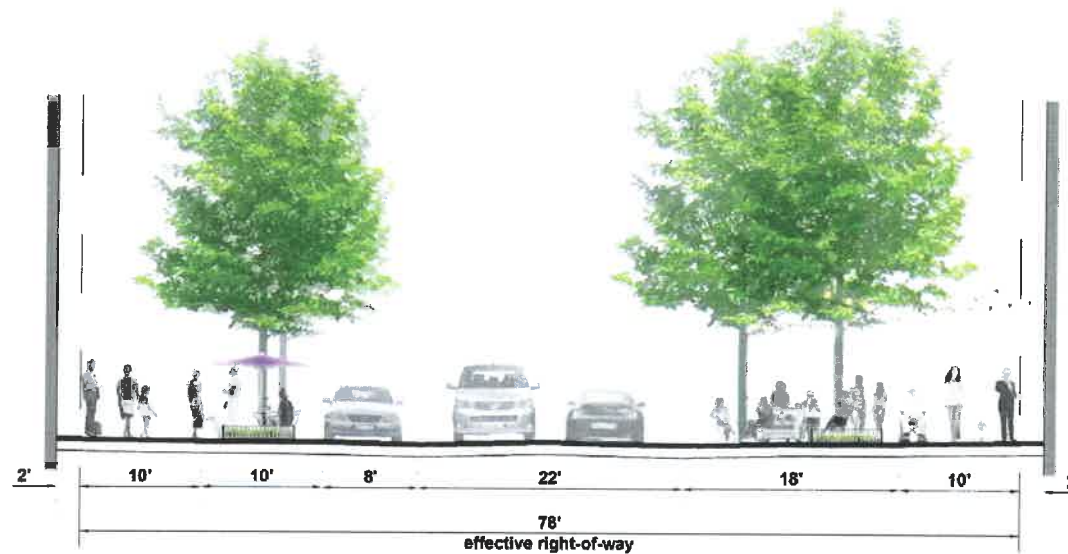
**2ND ST
78' ROW
FLUSH STREET
1-SIDE PARKING
(LOOKING NORTH)**



- ① Sidewalk
- ② Furnishing / Landscape
- ③ On-Street Parking
- ④ Travel Lanes



**JACKSON ST
78' ROW
FLUSH STREET
1-SIDE PARKING
(LOOKING EAST)**



- ① Sidewalk
- ② Furnishing / Landscape
- ③ On-Street Parking
- ④ Travel Lanes

