



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

OFFICIAL NOTICE AND AGENDA

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

Meeting:	Economic Development Committee
Date/Time:	Tuesday, December 3, 2024, at 5:30 PM
Location:	City Hall (407 Grant Street, Wausau, WI 54403), Council Chambers
Members:	Carol Lukens-Chair, Chad Henke-Vice Chair, Terry Kilian, Gary Gisselman, and Victoria Tierney

ECONOMIC DEVELOPMENT COMMITTEE AGENDA ITEMS FOR CONSIDERATION

(All items listed may be acted upon)

1. Public Comment (*Up to 3 minutes per person at Chair's discretion*)
2. Approval of Minutes from November 13, 2024 Meeting
3. Discussion and Possible Action on North Riverfront Development Guide (Lynch)
4. Discussion and Possible Action on Planning for Athletic Field Parking (Lynch)
5. Discussion and Possible Action on Waiver of Right of First Refusal, Termination of Deed Restrictions and approval of new deed restrictions for 400 N. 72nd Avenue (Fifrick)
6. Discussion and Possible Action on Waiver of Right of First Refusal, Termination of Deed Restrictions and approval of new deed restrictions for 8500 Highland Drive (Fifrick)
7. Update on Infill Development on Thomas Street (Fifrick)
8. CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: relating to approval of purchasing properties taken by Marathon County due to foreclosure of tax liens.
9. RECONVENE into Open Session, to take action on Closed Session item
10. Adjourn

Carol Lukens, Chairperson

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.**

Members of the public who do not wish to attend in person may view the meeting live or after the fact on the City of Wausau's YouTube Channel: <https://tinyurl.com/WausauCityCouncil> or live on Cable TV, Channel 981. Any person wishing to offer public comment who does not appear in person to do so, may email the City Clerk: Kaitlyn.Bernarde@wausauwi.gov or the Interim Development Director: Randy.Fifrick@wausauwi.gov with "EDC Public Comment" in the subject line by the start of the meeting. All public comments received, either by email or in person, will be limited to items on the agenda only. Messages related to agenda items received prior to the start of the meeting will be provided to the Committee Chair.

This Notice was Posted at City Hall and Emailed to Local Media Outlets on 11/27/2024 @ 4:00 PM

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations to participate in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6622 or email ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event, the City of Wausau will make a good faith effort to accommodate your request.

MINUTES

Economic Development Committee Meeting

Date / Time: Wednesday, November 13, 2024, at 5:30 P.M. | **Meeting called to order by** Lukens at 5:30 P.M.

In Attendance

Members Present: Carol Lukens, Chad Henke, Gary Gisselman, Terry Kilian, Victoria Tierney

Others Present: Randy Fifrick, Shannon Graff, Tammy Stratz, Mayor Diny, Matthew Aschenbrenner (Asch Properties, LLC), Atty. Steve Lipowski (representing Asch Properties, LLC.)

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 – Public Comment

No community members presented for public comment.

Agenda Item 2 – Approval of Minutes from October 1, 2024, Meeting

*Henke moved to approve, seconded by Kilian. **Motion Carried 5-0***

Agenda Item 3 – Discussion and Possible Action on Development Agreement between City of Wausau and Asch Properties, LLC for 180 E Wausau Ave (Fifrick)

*Henke motioned to table this item until February, seconded by Tierny. **Motion Carried 5-0***

Agenda Item 4 – Discussion and Possible Action on Commercial Rehabilitation Loan Policy Amendment (Stratz)

*Henke motioned to amend the commercial rehabilitation loan policy to include semi-annual updates on loan activity occur in the months of March and September each year as well as make the interest rate charged 1% above the interest rate. Motion seconded by Killian. **Motion Carried 5-0***

*Henke motioned to approve the amended policy, seconded by Tierney. **Motion Carried 5-0***

Agenda Item 5 – Update on infill Development on Thomas Street (Fifrick)

On-site phase-one inspections/testing have been completed. There have been no bids that came through for the Bridge St locations, so the group is hoping to get this rectified before the time comes to request bids for Thomas St. Fifrick is hoping to have another update in January 2025.

Agenda Item 6 – Adjourn

*Tierny motioned to move to open session, seconded by Killian. **Motion Carried 5-0***

Meeting Adjourned at 6:41 PM

CITY OF WAUSAU, YouTube MEETING LINKS

ALL City of Wausau Meetings can be viewed at:

➤ <https://www.youtube.com/@CityofWausauMeetings>

The ED meeting from 11/13/24 can be viewed at:

➤ https://www.youtube.com/live/VFYjU-1dd_E?si=XP2i4VakCyCzL_1s

North Riverfront Development Guide

This document is designed to serve as a guide for development of the North Riverfront area. This is based on the Comprehensive Plan, previous visions from outside consultants, previous Council's redevelopment actions (such as property acquisition), preliminary engineering, the City Urban Design standards, the zoning code, and the development agreement with the Wausau Woodchucks. Staff developed this document, map, and concepts to guide the high-level decisions with development in this area and to protect the City from proposals that may have an adverse or underwhelming impact. There remain many unknowns that are to be determined through additional study and public input. The few compiled here should not be seen as a comprehensive list. Full redevelopment of the area will take many years but incremental steps can be taken to facilitate improvement.

Land Use

- Commercial corridors on Winton Street and Wausau Avenue
- Commercial buildings should be built to the front of the parcel with parking behind.
- Possible maximum height of 3 stories, i.e. mid to low density
- Orientation towards the river
- No residential driveway access on River Drive
- Commercial buildings should share parking as much as possible

To Be Determined

- Number of potential housing units
- Aesthetic (traditional, modern, front porch, etc)
- Use of the area north of Winton Street along the river.

Infrastructure

- River Dr should be placed along the river to maximize public access. See attached suggested profile.
- Consider access to the area with intersection improvements at 6th St and Wausau Ave, and 6th St and Winton Street.
- Consider improvements along Wausau Ave and Winton Street to control traffic and encourage commercial corridors.
- Street design should provide physical barriers and cues to slow traffic. Examine the use of traffic circles at intersections.
- Relocate electrical lines to the east side of the area along the RR tracks. Bury lines as possible.
- RR crossing at Devoe Street must be preserved.

To Be Determined

- Type, size, and placement of utilities
- Potential for bike/ped bridge across the river from area north of Winton Street to Schofield Park.
- Additional public access points to the river.
- Additional neighborhood street improvements needed.



Next steps

- Demolish the former Water Treatment Plant and Meter Shop.
- Rezone the Wastewater Plant parcels located just north of Bridge St from Medium Industrial to UMU
- Rezone City-owned parcels along Winton Street from Heavy Industrial to UMU.
- Acquire, if possible, excess RR ROW.
- Build Woodchucks parking plan
- Design and build River Drive between Wausau Ave and Winton Street.
- Rebuild Wausau Ave between River Drive and 2nd Street
- Rebuild Winton Street between River Drive and 3rd Street
- Build River Edge trail from Winton Street to Gilbert Park
- Engage services of consulting firm to perform detailed analysis, design context-sensitive solutions mindful of the area, and gather extensive public input
- Continue remediation efforts on former industrial properties.

Long Term Steps

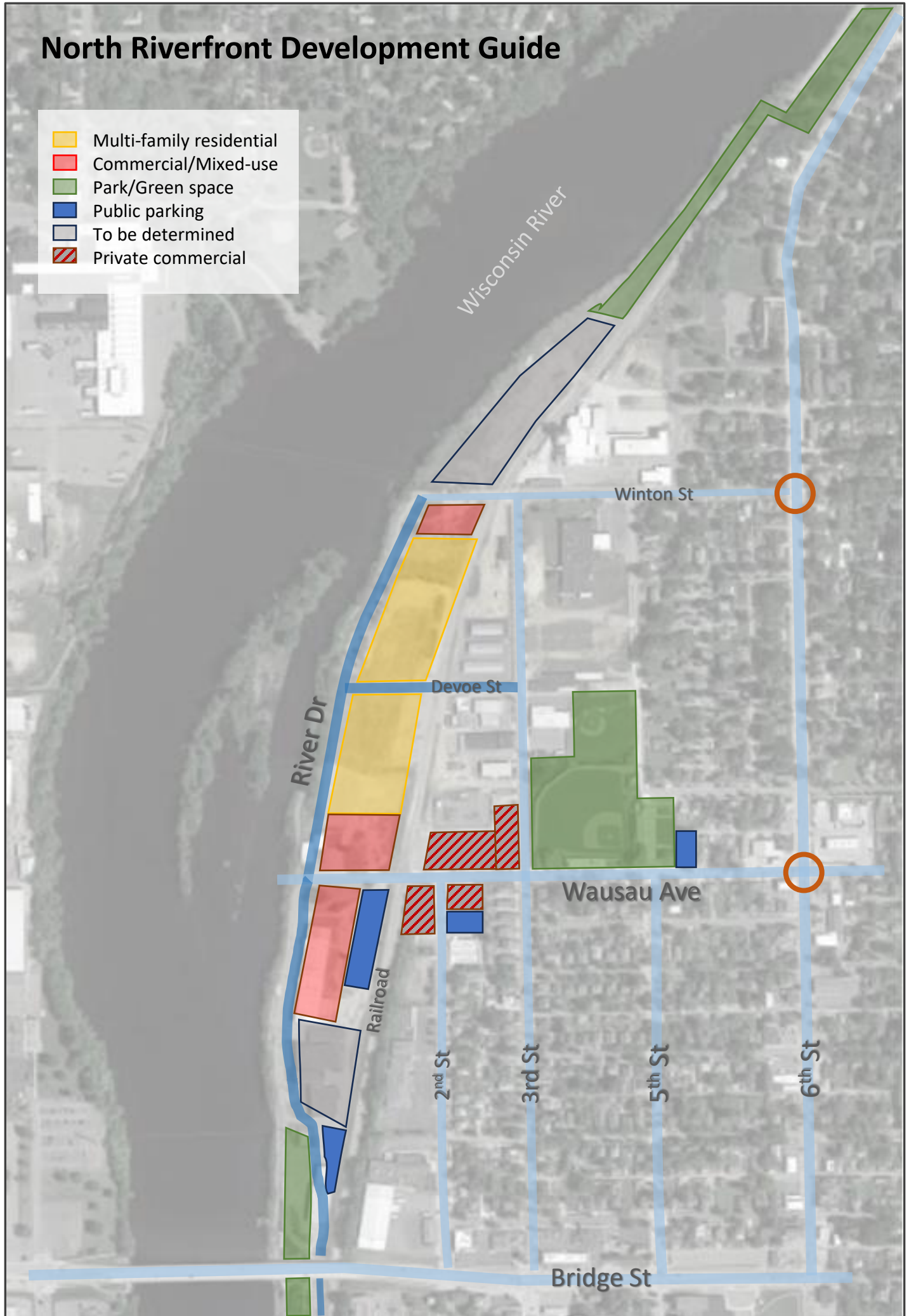
RFP areas ready for development

Engage professional services to evaluate cost of bike/ped bridge across the river

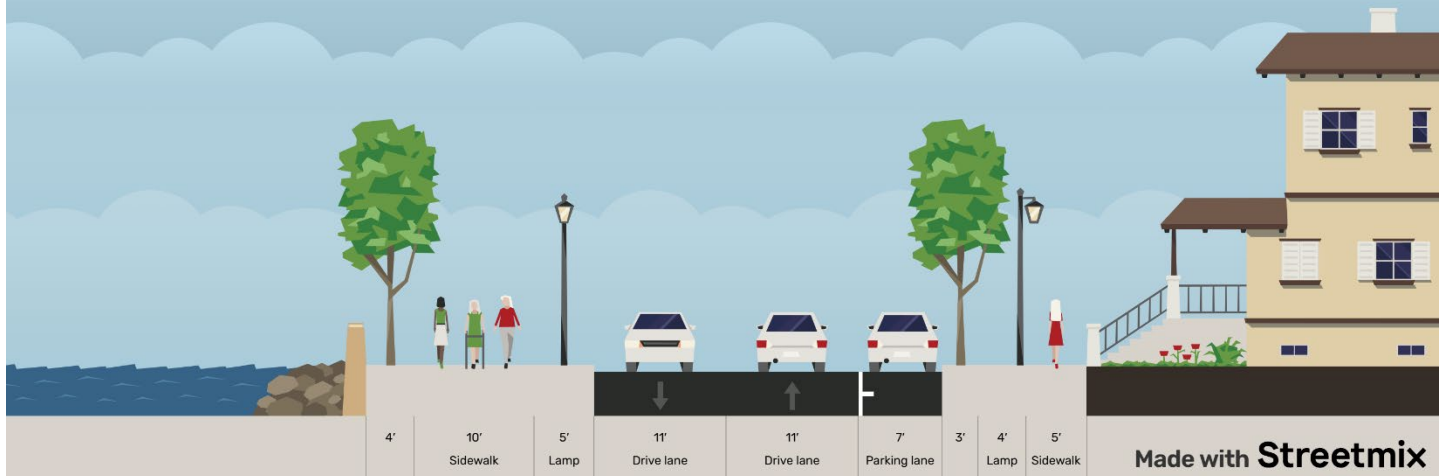


North Riverfront Development Guide

- Multi-family residential
- Commercial/Mixed-use
- Park/Green space
- Public parking
- To be determined
- Private commercial



River Drive





STAFF REPORT

To: Economic Development Committee

Prepared By: Andrew Lynch, AICP City Planner

Date: November 26, 2024

Woodchucks Development Agreement Parking Obligations

The Development Agreement between the Woodchucks organization and the City of Wausau has a requirement for the creation of 150 new parking spaces. Staff is working with the Woodchucks to find suitable locations and address challenges as they arise.

To accommodate approximately 150 parking spaces near Athletic Park, there are limited options. See included map.

A – Wausau Chemical

A large permanent parking lot could be constructed on the current temporary parking area located between the Wausau Chemical building and the railroad tracks. This is land the city already owns, and parking in this location could serve other future businesses as well as people using the riverfront amenities. City has received authorization from the EPA to utilize that area as long as the deed restrictions are followed. Staff is in communication with the RR on the possibility of purchasing approximately 30' of the right-of-way which would influence the final placement of a parking lot. Pedestrian improvements along Wausau Ave would be recommended for access and safety.

B – Nelson Miller

Nelson Miller (formerly Wilson-Hurd) is under new ownership. The building and grounds are owned by a Real Estate Investment Trust (REIT). Staff has been in contact with Peter Dehne, VP Operations, and are trying to contact the landlord. A new employee parking lot was recently constructed on the west side of the building. Mr. Dehne noted that with the new owners of Nelson Miller there are expectations to grow and this may include future building expansion. Access to the parcel may not be possible or it may be restricted in size. Staff will continue to explore this option.

Scattered Sites

There are several smaller areas close to Athletic Park that could provide permanent parking spaces with minimal improvements. Parking in these areas would subtract from the 150 total needed. Noted on the map are the small sections of Union Ave and Devoe Street where at least one side could be improved and striped for parking.

ADA Parking Lot

Recently the residence at 508 Wausau Ave burned down and was demolished. The owner, Yang, has donated the property to the City for the purposes of an ADA parking lot. Final capacity will depend on the design of the lot. Staff will also look to incorporate a bike parking area into the design as space permits.

Also, any additional on-street parking spaces will be identified, marked, and signed as necessary.

Timeline

2024

- ✓ Wausau Chemical testing contract signed and testing process begins.
- ✓ Question on parking lot submitted to EPA and answered.
- ✓ Acquire 508 Wausau Ave. and design parking lot.
- North Riverfront Development Guide adopted

2025

- Midyear deadline on options A, B.

2026

- Construct parking lots as needed/allowed.
- Mark any additional on-street spaces

2027

- May 1 – Development Agreement deadline.
- Play Ball!



WINTON ST

N 5TH

Nelson Miller
Parking Lot

B

DEVOE ST

GOWEN ST

N 6TH ST

E UNION AV

N 5TH ST

ADA Parking Lot

N RIVER DR

A

N 3RD ST

MOBILE AV

N 5TH ST

PARK AV

To: Economic Development Committee

From: Randy Fifrick, Development Director

Date: November 27, 2024

Re: Termination of Recorded Deed Restrictions and
Recording Set of Revised Deed Restrictions for
400 N 72nd Ave



Over the last 3 years City Staff has been working to update the standard deed restrictions that are recorded when the City sells a property within the Wausau Business Campus. Based on historical requirements, when a property is being sold the City is asked to waive our right of first refusal. We have been updating the deed restrictions as these requests have been brought forward. These updated deed restrictions clarify the requirements for these properties especially after construction has occurred.

Sterling Office and Industrial Properties, LLLP has an agreement to purchase property from Tempus Wausau, LLC at 400 N 72nd Ave in the City of Wausau for \$7,825,000. The property is currently home to Polywood Fabrication.

Staff recommends the City approve the termination of the current recorded deed restrictions for 400 N 72nd Ave and record the new set of revised deed restrictions.

CITY OF WAUSAU STANDARD DEED RESTRICTIONS
FOR WAUSAU BUSINESS CAMPUS – EXISTING PROPERTIES

1. CITY shall approve any sale or transfer of the property or improvements on the property to a tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the property complies with zoning ordinances.
2. Any use of the property or buildings on the property and all improvements placed on the premises and any alterations done thereto shall fully comply with the CITY's zoning ordinances, and any and all other laws, codes and regulations.
3. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without fully complying with the CITY's zoning ordinances.
4. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery, and properly maintained. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. Grass shall be maintained in accordance with Municipal Code.
5. The construction of all buildings and improvements placed on the premises and any alterations or future additions done thereto shall fully comply with CITY's zoning ordinances, and any and all other applicable laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with building setbacks, parking and off-street loading, roadway access, stormwater, lighting, fire protection, and hard surfacing provisions of CITY Code.
6. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval or site plan approval for such storage parking must be received, in writing, from the CITY.
7. No land shall be developed or altered that results in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area or other storm water management facility.
8. There shall be no on-site dumping of anything contrary to CITY health and sanitation and zoning ordinances.
9. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.

10. The CITY may, unilaterally, in the future, by Resolution, exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.
11. These restrictions replace and supersede any restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the CITY, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed.
12. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.
13. These deed restrictions may be enforced by the CITY by either or both of the following methods:
 - a. Action. The enforcement of the restrictions contained in these deed restrictions may be by proceeding at law or in equity against any person or persons breaching or attempting to breach any restriction, to restrain such breach or to recover damages.
 - b. Notice and City's Right to Rectify. If any parcel owner has failed in any of the duties or responsibilities created by these deed restrictions, then the City may give such owner written notice of such failure and such person shall within ten (10) days after receiving such notice, rectify the failure or breach. Should any person fail to fulfill the duty or responsibility within such period, then the City shall have the right and power to enter onto the parcel and perform such duty or responsibility without any liability for damages for wrongful entry, trespass, or otherwise to any person. The owner for whom such work is performed shall promptly reimburse the City within thirty (30) days after receipt of a statement of such work.

Updated 9/3/24

My commission: expires 5/10/09.



STANDARD DEED RESTRICTIONS
FOR WAUSAU WEST BUSINESS AND INDUSTRIAL PARK

1. GRANTEE shall build within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).
2. In the event GRANTEE fails to start construction or make substantial use of the land within one year of the date of purchase, the City of Wausau (CITY) shall have the option of repurchasing the land at the original sale price, plus the cost, less depreciation, if any, of any documented, mutually agreed upon improvements made to the property. "Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.

In the event GRANTEE elects to convey all or any portion of said land, the land shall first be offered to CITY and CITY shall have the option of repurchasing the land at the lesser of the following: The price and terms offered to GRANTEE by a prospective buyer; or at the original sale price, plus the cost, less depreciation, if any, of any improvements made to the property, plus any outstanding, unpaid special assessments levied against that portion of the parcel.

The offer to CITY shall be by registered mail, return receipt requested, mailed to the City Clerk.

CITY shall have 90 days after the expiration of the one year time limit, or after the notice of intent to convey, to exercise its option to repurchase, unless an extension of time is mutually agreed upon and set forth in writing. Action on the repurchase shall be by a resolution adopted by the Common Council of CITY. If the option is exercised, conveyance to CITY shall be by warranty deed free and clear of all liens or encumbrances created by act or default of the GRANTEE.

This repurchase restriction runs with the land as do all the restrictions contained on this document, and all heirs and assigns of GRANTEE and every owner of the parcel shall be subject to this restriction and to all the restrictions in this document.

3. No building or driveway shall be constructed or erected, any addition made to the exterior of a building, nor shall any change in the use of the premises be made until plans showing the nature and location on the site of the proposed improvements, and the proposed use of the premises shall be approved in writing by the Economic Development Committee or its successor committee.
4. All improvements placed on the premises and any alterations done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with the setback, parking and off-street loading provisions of the Zoning Code.
5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without the prior written consent of CITY, and only after a resolution passed by the Wausau Common Council, authorizing the action.
6. All leases or premises in such site shall provide for termination or other penalty, and all conveyances or grants of other interests or premises in said site shall provide for reversion or other penalty if the proposed improvements of the premises so leased or granted is not begun or completed in time represented by the proposed lessee or purchaser and accepted by the Committee or Council (not to exceed one year).

7. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.
8. There shall be no on-site dumping of anything which CITY indicates shall not be dumped.
9. GRANTEE shall submit to CITY plans and specifications as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements.
10. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the Chicago and NorthWestern Railway Company, Chicago, Milwaukee, St. Paul and Pacific Railroad Company or any other railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.
11. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. A proposed landscape plan for the entire parcel shall be submitted in conjunction with the submittal required in paragraph 9 above.
12. No parcel adjoining Stewart Avenue shall have direct access onto Stewart Avenue unless approved by CITY.
13. Before any outside area is used for storage, prior approval for such storage must be received, in writing, from CITY.
14. Before any outside area is used for storage parking of trucks, trailers, tractors and other motor vehicles, prior approval for such storage parking must be received, in writing, from CITY.
15. On or within 60 days of October 30, 2008, CITY and Polywood Fabrication, Inc., and/or any grantees and/or successors in interest of Polywood Fabrication, Inc., shall meet and review plans for unused property on the 9.020-acre site; and if it is mutually determined that some of the property will not be used for development by Polywood Fabrication, Inc., and/or the then current owners, that CITY shall have the option to purchase back the unused property at \$7,500 per acre.
16. Prior to the construction of any buildings and improvements on the premises, the owners shall present plans to the appropriate City committee and shall receive approval from the City Council prior to the construction thereof.
17. The Common Council and/or the Economic Development Committee or its successor committee may, unilaterally, in the future, by resolution, provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land, or they may exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.
18. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the Common Council, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.
19. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.



DOC# 1494358

To: Economic Development Committee

From: Randy Fifrick, Development Director

Date: November 27, 2024

Re: Termination of Recorded Deed Restrictions and
Recording Set of Revised Deed Restrictions for
8500 Highland Drive



Over the last 3 years City Staff has been working to update the standard deed restrictions that are recorded when the City sells a property within the Wausau Business Campus. Based on historical requirements, when a property is being sold the City is asked to waive our right of first refusal. We have been updating the deed restrictions as these requests have been brought forward. These updated deed restrictions clarify the requirements for these properties especially after construction has occurred.

Marshall Park Investments, LLC has a purchase agreement to purchase property from 917 Buena Vista Dr LLC at 8500 Highland Drive in the City of Wausau for \$875,000. The property is currently home to Bay Building Supplies.

Staff recommends the City approve the termination of the current recorded deed restrictions for 8500 Highland Drive and record the new set of revised deed restrictions.

Document No.

**TERMINATION AND DEED
RESTRICTIONS FOR
WAUSAU WEST BUSINESS
AND INDUSTRIAL PARK**

Document Title

THIS TERMINATION AND DEED RESTRICTIONS FOR WAUSAU WEST BUSINESS AND INDUSTRIAL PARK (“Agreement”) is entered into this ____ day of December, 2024 by the CITY OF WAUSAU (“City”) and consented to by 917 BUENA VISTA DR LLC, a Wisconsin limited liability company (“Owner”).

WHEREAS, City is the beneficiary of certain deed restrictions and a right of first refusal contained in that certain Warranty Deed dated May 9, 1994, recorded in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 1025967 (“Deed Restrictions”);

WHEREAS, Owner has received an offer to purchase the Property from Marshall Park Investments, LLC and Owner intends to transfer title to the Property to Marshall Park Investments, LLC or its assigns (“Transfer”);

WHEREAS, the City desires to waive any right of first refusal or any other option or right to purchase the Property with respect to or as a result of the Transfer, and to otherwise terminate forever the Deed Restrictions;

WHEREAS, Owner is the owner of the real property legally described on Exhibit A (“Property”);

WHEREAS, Owner has requested the Deed Restrictions be revised; and

WHEREAS, the City recommends terminating forever the Deed Restrictions; and

WHEREAS, the City desires to institute, and the Owner desires to consent to, the terms and conditions of the New Deed Restrictions (as defined below) with respect to the Property;

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

1. Waiver of ROFR. The City hereby waives any right of first refusal or any other option to repurchase the Property with respect to or as a result of the Transfer.
2. Termination of Deed Restrictions. The Deed Restrictions, including, but not limited to, any City right of first refusal or option or right to purchase the Property, are hereby waived, released, and terminated forever.

Recording Area

Name and Return Address

PIN: 291-2906-253-0979

3. New Deed Restrictions. The Property shall be subject to the following deed restrictions in favor of the City from and after the date hereof (collectively, the “New Deed Restrictions”):
- a. CITY shall approve any sale or transfer of the property or improvements on the property to a tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the property complies with zoning ordinances.
 - b. Any use of the property or buildings on the property and all improvements placed on the premises and any alterations done thereto shall fully comply with the CITY’s zoning ordinances, and any and all other laws, codes and regulations.
 - c. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without fully complying with the CITY’s zoning ordinances.
 - d. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery, and properly maintained. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. Grass shall be maintained in accordance with Municipal Code.
 - e. The construction of all buildings and improvements placed on the premises and any alterations or future additions done thereto shall fully comply with CITY's zoning ordinances, and any and all other applicable laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with building setbacks, parking and off-street loading, roadway access, stormwater, lighting, fire protection, and hard surfacing provisions of CITY Code.
 - f. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval or site plan approval for such storage parking must be received, in writing, from the CITY.
 - g. No land shall be developed or altered that results in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area or other storm water management facility.
 - h. There shall be no on-site dumping of anything contrary to CITY health and sanitation and zoning ordinances.
 - i. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.
 - j. The CITY may, unilaterally, in the future, by Resolution, exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.

- k. These restrictions replace and supersede any restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the CITY, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed.
 - l. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.
 - m. These deed restrictions may be enforced by the CITY by either or both of the following methods:
 - i. Action. The enforcement of the restrictions contained in these deed restrictions may be by proceeding at law or in equity against any person or persons breaching or attempting to breach any restriction, to restrain such breach or to recover damages.
 - ii. Notice and City's Right to Rectify. If any parcel owner has failed in any of the duties or responsibilities created by these deed restrictions, then the City may give such owner written notice of such failure and such person shall within ten (10) days after receiving such notice, rectify the failure or breach. Should any person fail to fulfill the duty or responsibility within such period, then the City shall have the right and power to enter onto the parcel and perform such duty or responsibility without any liability for damages for wrongful entry, trespass, or otherwise to any person. The owner for whom such work is performed shall promptly reimburse the City within thirty (30) days after receipt of a statement of such work.
4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on Next Page]

Dated this ____ day of December, 2024.

CITY OF WAUSAU BY:

*Doug Diny, Mayor

AUTHENTICATION

Signature(s) _____

authenticated this ____ day of _____, 2024.

*
*TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

* Kaitlyn A. Bernarde, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
_____) ss.
MARATHON COUNTY)

Personally came before me this ____ day of
December, 2024, the above named Doug Diny,
Mayor, and Kaitlyn A. Bernarde, Clerk of the City of
Wausau, to me known to be the persons who executed
the foregoing instrument and acknowledged the same.

*
Notary Public, State of Wisconsin
My commission:_____

OWNER BY:

917 BUENA VISTA DR LLC

*

AUTHENTICATION

Signature(s) _____

authenticated this ____ day of _____, 2024.

*
*TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
_____) ss.
_____ COUNTY)

Personally came before me this ____ day of
November, 2024, the above named _____
_____to me known to be the person
who executed the foregoing instrument and
acknowledged the same.

*
Notary Public, State of Wisconsin
My commission:_____

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Tax Key No. 291-2906-253-0979

Address: 8500 Highland Drive

DRAFT

1025967
CITY WAUSAU POLICE
10-28/93

DOCUMENT NO

WARRANTY DEED
STATE BAR OF WISCONSIN FORM 2 - 1982

VOL 875 REC 784 RECORDING DATA

1025967
CITY WAUSAU POLICE

City of Wausau, a municipal corporation of the State
of Wisconsin,

REGISTER'S OFFICE
MARATHON COUNTY, WI
05-10-1994 04108 PM

VOLUME 675 OF MICRO
RECORDS ON PAGE 784-786

conveys and warrants to Thomas R. Polzer and Gerald J. Polzer,
tenants in common, an undivided one-half (1/2) interest
each,

Michael J. Sydnor

the following described real estate in Marathon County,
State of Wisconsin:

Office of City Attorney
407 Grant Street (City Hall)
Wausau, WI 54403-4783

(\$14.00 Charge City of Wausau)

Tax Parcel No:

EXEMPT 77.25(2)

PIN: 37.291.4.2906.253.0987

Lot one (1) of Certified Survey Map No. 7883 recorded in the office of the
Register of Deeds for Marathon County, Wisconsin, in Volume 30 of Certified
Survey Maps on page 146; being a part of the Southwest quarter (SW1/4) of the
Southwest quarter (SW1/4) of Section twenty-five (25), Township twenty-nine
(29) North, Range six (6) East, in the City of Wausau, Marathon County, Wisconsin.

FEE

77.25 (2)
EXEMPT

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

Exception to warranties: Subject to covenants, conditions and restrictions attached
hereto and marked "Exhibit A."

Dated this 9th day of May, 1994

CITY OF WAUSAU:

(SEAL)

John D. Hess, Mayor

(SEAL)

Gary Lee Klingbell, Clerk

AUTHENTICATION

Signature(s)

authenticated this day of, 19

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,
authorized by § 700.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

William P. Nagle, City Attorney for
the City of Wausau, 407 Grant Street

Wausau, WI 54403-4783
(Signatures may be authenticated or acknowledged. Both
are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

Marathon

ss.

County.

Personally came before me this 9th day of

MAY, 1994, the above named

John D. Hess, Mayor, and

Gary Lee Klingbell, Clerk

for the City of Wausau,

to me known to be the person who executed the
foregoing instrument and acknowledge the same.

Joan L. Hehlke

Notary Public Marathon County, Wis.

My Commission is permanent. (If not, state expiration

date: 6/22, 1997.)

*Names of persons signing in any capacity should be typed or printed below their signatures.

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM No. 2 - 1982

Wisconsin Legal Blank Co., Inc.
Milwaukee Wisconsin

DEED RESTRICTIONS VOL 675 PAGE 785

1. In the event GRANTEE fails to start construction or make substantial use of the land within one year of the date of purchase, the City of Wausau (CITY) shall have the option of repurchasing the land at the original sale price, plus interest at the rate of 5 percent per annum from the date of closing, plus the cost, less depreciation, if any, of any improvements made to the property. "Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.

In the event GRANTEE elects to convey all or any portion of said land, the land shall first be offered to CITY and CITY shall have the option of repurchasing the land at the ~~lesser~~ of the following: The price and terms offered to GRANTEE by a prospective buyer; or at the original sale price, plus interest at the rate of 5 percent per annum from the date of closing, plus the cost, less depreciation, if any, of any improvements made to the property, plus any outstanding, unpaid special assessments levied against that portion of the parcel.

The offer to CITY shall be by registered mail, return receipt requested, mailed to the City Clerk.

CITY shall have 90 days after the expiration of the one year time limit, or after the notice of intent to convey, to exercise its option to repurchase, unless an extension of time is mutually agreed upon and set forth in writing. Action on the repurchase shall be by a resolution adopted by the Common Council of CITY. If the option is exercised, conveyance to CITY shall be by warranty deed free and clear of all liens or encumbrances created by act or default of the GRANTEE.

This repurchase restriction runs with the land as do all the restrictions contained on this document, and all heirs and assigns of GRANTEE and every owner of the parcel shall be subject to this restriction and to all the restrictions in this document.

2. GRANTEE shall build within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).

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

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

5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without the prior written consent of CITY, and only after a resolution passed by the Wausau Common Council, authorizing the action.

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

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

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

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

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

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

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

13. Before any outside area is used for storage, prior approval for such storage must be received, in writing, from CITY.

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

15. On or within 60 days of May 1, 1996, CITY and M & J Sports, Inc., and/or any grantees and/or successors in interest of M & J Sports, Inc., shall meet and review plans for unused property on the 2.919-acre site; and if it is mutually determined that some of the property will not be used for development by M & J Sports, Inc., and/or the then current owners, that CITY shall have the option to purchase back the unused property at \$12,500.00 per acre plus 5 percent interest per year.

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

17. CITY and GRANTEE agree that both parties shall review the condition of the outside storage area on the parcel herein conveyed; that on or subsequent to a date two years subsequent to the date that this conveyance was executed, GRANTEE shall, within 30 days after request by CITY, place a hard surface consisting of either asphalt or Portland cement concrete on all of the outside storage area.

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

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

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

REC'D FOR RECORDS
TIME 4:08 PM

MAY 10 1994

MICHAEL J. SYDOW
REGISTER OF DEEDS