



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 the: **FINANCE COMMITTEE**
Date/Time: **Tuesday, March 23, 2021 at 5:15 PM**
Location: **City Hall (407 Grant Street) - *Council Chambers**
Members: Lisa Rasmussen, Michael Martens, Dawn Herbst, Deb Ryan, Sarah Watson

AGENDA ITEMS

- 1 Minutes of the previous meetings: (3/09/21)
 - 2 ****Discussion and possible action on conveyance of additional land to Riverlife Wausau, LLC – Phase I**
 - 3 ****Discussion and possible action on authorizing express written consent to subordinate City's mortgage to Riverlife Wausau LLC to third-party lender exceeding \$8,500.00**
 - 4 ****Discussion and possible action on amending Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront**
 - 5 **** Discussion and possible action authorizing the write off of certain uncollectible delinquent personal property tax accounts from the City's accounting records and the charge back to other governmental units**
 - 6 ****Discussion and possible action regarding updating our resolution designating public depositories and authorizing withdrawal of County, City, Village, Town or School District Monies**
 - 7 2020 Budget Modification for Street Projects and fund realignment
 - 8 Update on the Fire Station 2 Construction project budget
 - 9 Discussion and possible action regarding Resolution in Opposition to the Office of Budget Management's Recommended Changes to Metropolitan and Micropolitan Statistical Area Standards
- Adjourn

Lisa Rasmussen, Chairperson

***Item going directly to Council following Finance Committee*

*Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling **1-408-418-9388**. The **Access Code is: 187 671 2426** **Password: 3muQAdP3KY9**

Individuals appearing in person will either be seated in the Council Chambers or an overfill room, subject to the social distancing rules. Space available will be on a first come, first served basis. All public participants' phones will be muted during the meeting. 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 mary.goede@ci.wausau.wi.us with "Finance Committee 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.

This Notice was posted at City Hall and faxed to the Daily Herald newsroom 3/19/21 at 1:45 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 in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

Other Distribution: Media, (Alderspersons: Peckham, Neal, Kilian, Wadinski, McElhaney, Larson), *Rosenberg, *Jacobson, *Groat, Department Heads

FINANCE COMMITTEE

Date and Time: Tuesday, March 9, 2021 @ 5:15 pm., Council Chambers

Members Present: *In Person*: Lisa Rasmussen, Michael Martens, and Dawn Herbst; *By WebEx*: Sarah Watson, and Deb Ryan - (*Entered late*)

Others Present: Maryanne Groat, Ben Bliven, Anne Jacobson, Eric Lindman, Katie Rosenberg, Mary Goede, Emily Ley, Mark Hanson, Rick Rubow, Tammy Stratz, Tracey Kujawa, Bob Barteck, Jamie Polley, Toni Vanderboom

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. The meeting was called to order by Chair, Lisa Rasmussen.

Minutes of the previous meeting(s). (2/23/2021)

Motion by Herbst, second by Martens to approve the minutes of the 2/23/2021 meeting. Motion carried 4-0.

Discussion and possible action regarding claim on excessive assessment – 2305 Sherman Street, LLC (2305 Sherman Street)

Rick Rubow, City Assessor, explained the Board of Review (BOR) did not hear any of the four cases before them tonight. The BOR did not hear this particular case because the Objection Form was not complete in its entirety; they did not provide the Basis of Opinion of Value; did not state any acquisition prices; did not list any improvements that were done, nor the dates, times and costs of the improvements. Rubow stated the BOR has the obligation and the authority to deny or accept any objections that are filed. It is a quasi-judicial body made up of citizens of Wausau and the recommendation is to deny the claim.

Motion by Martens, second by Herbst to approve the claim for excessive assessment (2305 Sherman Street). Motion failed 0-4.

Discussion and possible action regarding claim on excessive assessment – Boston, Inc. (1817 Stewart Avenue)

Rubow indicated the following are the three buildings at Furniture & Appliance Mart. (*Deb Ryan entered the meeting.*) He stated the BOR did not hear the objection due to the fact that Agent Authorization was signed for the City of Madison, not the City of Wausau, and on that basis alone they could deny hearing the case; but also in addition, all three property objection forms were not signed by the agent or the property owner. Rubow noted that the income & expense request he made to them by letter last year was not provided to him.

Motion by Martens, second by Watson to approve the claim for excessive assessment (1817 Stewart Avenue). Motion failed 0-5.

Discussion and possible action regarding claim on excessive assessment – Boston, Inc. (1818 Stewart Avenue)

Motion by Martens, second by Herbst to approve the claim. Motion failed 0-5.

Discussion and possible action regarding claim on excessive assessment – Boston, Inc. (1820 Stewart Avenue)

Motion by Herbst, second by Martens to approve the claim. Motion failed 0-5.

Discussion and possible action on approving the 2021 Community Development Block Grant Program Allocation

Deb Ryan questioned if block grant funds were used in the past for playground replacement. Tammy Stratz confirmed they have for the last two years; the first year was Oak Island Park and this coming year with Marathon Park. Stratz noted the funds go more towards the handicapped accessibility, fall protection, and extra playground equipment that meets the ADA, as well as being in an income-qualifying neighborhood.

Motion by Ryan, second by Martens to approve the 2021 CDBG Program allocation. Motion carried 5-0.

Discussion and possible action on First Amendment to Ground Lease with Resurrection Parish – Diocese of La Crosse

Rasmussen stated there has been some re-working of the agreement through the CISM and ED Committees on what we refer to as the church block on 2nd Street regarding parking and green space. It basically changes the agreement to mirror what is actually taking place on the site.

Motion by Watson, second by Ryan to approve the amendment to the ground lease. Motion carried 5-0.

Discussion and possible action regarding preliminary December General Fund Financial Report

Groat reviewed the preliminary December report. She noted a profit of approximately \$761,000 for the year, with a few outstanding transactions yet. (Narrative is in the committee packet online or can be viewed at [Wausau City Council Finance Committee Meeting - 3/9/21 - YouTube](#))

Discussion and possible action regarding purchase for replacement of ladder truck related budget modification and funding source

Rasmussen stated there is a need to replace the city's older ladder truck and had originally they planned to make the purchase next year, however, an opportunity has arisen to purchase it sooner.

Deputy Chief Bob Barteck presented an in depth PowerPoint on the ladder truck replacement: (Presentation is in the committee packet online or can be viewed at [Wausau City Council Finance Committee Meeting - 3/9/21 - YouTube](#))

Maryanne Groat pointed out the financial policy states when something is going to be ordered it needs to be budgeted at the time of order with a financial means to pay for it. Since there is a long delivery period on the ladder truck, it needs to go to Council for a budget modification to purchase it. She indicated the financial pressure that the two pumpers placed on the reserves in the Motor Pool to replace other pieces of rolling stock, and the fact that while the Fire Department is contributing \$250,000 to \$300,000 a year to the Motor Pool Fund, those annual fees are not sufficient to build up reserves to pay for these kinds of things. She stated the committee needs to consider financing the purchase through long term debt. An aerial can last 20-25 years and the borrowing is typically on a 10 year period, so there is a quick turn around on the retirement of the debt. Interest rates are extremely low currently, so on \$1 million it would be approximately \$10,000 per year for interest, which is equivalent or could be less than the cost we would pay for maintenance on the old vehicle. The debt retirement could be paid out of the Motor Pool over the next 10 years as a way as a way to build the Motor Pool a small amount each year. Groat commented she felt it was a prudent decision to issue debt for something like this because of its longevity and the need.

Rasmussen stated we are on an aggressive path to retiring debt and if this debt can be retired through the Motor Pool versus levy we can acquire the truck and not have taxpayer impact on the mill rate.

Mark Hanson spoke to the committee regarding the cost of repairs on their truck and recommended funding the new truck now, noting it won't be delivered until next year.

Deb Ryan stated for a million dollar purchase she would like to see a bidding process done and/or that they see if they can work with other close communities, such as Weston. She also questioned why they were considering local companies within the state.

Rasmussen stated a number of years ago the Council authorized them to participate in the Houston/Galveston Area Cooperative Purchasing Program that dials down the cost by purchasing through economies of scale. She noted there was also an issue with proprietary parts with the local company Pierce in Oshkosh.

Hanson stated their 2012 aerial truck is a Pierce truck and they ran into problems with getting proprietary parts for the truck that were Pierce specific, making it so they could only be obtained through them. It cost a lot of down time and money trying to get the proper parts. The majority of the parts with the Sutphen truck can be locally sourced. He also confirmed they have taken part in the HGAC Purchasing Consortium where the bidding has already been done by these companies and their prices published.

Deputy Barteck explained a committee consisting of Mark Hanson, the DPW master emergency vehicle technician, firefighters, engineers, and officers from the Fire Department met to determine the best truck for the City of Wausau. He spoke about all the manufacturers they looked at and visited.

Motion by Ryan, second by Herbst to approve the purchase for replacement of ladder truck and related budget modification and funding source. Motion carried 5-0.

Discussion and possible action regarding modifications to the Class B liquor license and related recommendations regarding waiver or suspension of Municipal Code 3.06.010 Payment of taxes, claims, forfeitures, judgements prior to issuance of license or permit or considering financial hardships pursuant to 3.06.010(c)

Rasmussen explained the city has an ordinance that states that if an applicant for a license owes money to the city the license is put on hold by the Clerk's Office until the debt is paid in full. There is also a waiver provision that can be requested of Public Health & Safety Committee due to extraordinary financial hardship. Due to the pandemic however, many businesses/individuals may have a hard time paying their debts and without the license they can't operate/work to pay their bills.

Groat suggested the committee also consider discounting the Class B licenses fees again this year. Grocery stores and gas stations hold Class A licenses, but did not experience the shut downs and loss of business that the Class B establishments did. She stated they could reduce Class B license fees again at 50% as they did last year, or reduce to the minimum fee allowed by the state, which is \$100. The Class B Beer & Liquor License is \$600 annually, so at a 50% discount they would pay \$300 or at the state minimum, they would pay \$100.

Groat pointed out the last Covid Relief the city received did not include loss of revenue as an eligible expense for a government unit, but the newly authorized Covid funding will cover loss of revenue.

Martens questioned if they waived the hold on licenses for unpaid debt, would they still have to pay the debt. Rasmussen confirmed they would still owe the debt and any accrued interest, it just would not hold up the issuance of the license.

Motion by Martens, second by Herbst to reduce the Class B license fees to the state minimum; and suspend 3.06.010 of the Municipal Code for financial hardship for the 2021-2022 license year. Motion carried 5-0.

Communications

Maryanne Groat introduced the new Assistant Finance Director, Emily Ley

Adjourn

Motion by Herbst, second by Martens to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:25 pm.



Office of the City Attorney

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Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

MEMORANDUM

TO: Mayor Katie Rosenberg
Finance Committee
Common Council

FROM: Anne Jacobson, City Attorney

RE: Riverlife Wausau LLC

DATE: March 17, 2021

Purpose: To provide background information on the three Resolutions appearing in your packet, along with the attached materials.

Issues: 1. The Developer was conveyed the real property upon termination of their ground lease with the City, upon which the Phase I – Apartment Buildings are situated, on December 28, 2020. The City Surveyor staked the property lines when construction was complete and discovered the legal description didn't align as desired with the patios and sidewalk adjacent to the building. The City prefers to own only the established right of way (road) up to back of curb. There was a bit of additional floodplains which it made sense to convey to them as well, resulting in the need to authorize conveyance of the additional land by quitclaim deed and make changes regarding the legal description of the property to various documents.

2. The Developer approached the City, seeking to amend the amount by which the City would subordinate its mortgage to a third-party lender, by either eliminating it altogether, or increasing it. This request requires the express written consent of the City, which should not be unreasonably withheld, and requires amendment to various documents.

To allow for separate votes on each matter, I have prepared three Resolutions, which will require separate action and be effected, if approved, through the documents which appear following each resolution:

1. Approving conveyance of additional land to Riverlife Wausau LLC – Phase I

- First Amendment to Development Agreement (revises definition of "Property")
- Quitclaim Deed (conveys additional lands)

- Amended Memorandum of Development Agreement (Exhibit B to First Amendment to Development Agreement)
- Amendment to Mortgage (Exhibit C to First Amendment to Development Agreement)
- First Amendment to the East Riverfront Declaration (Exhibit D to First Amendment to Development Agreement)
- New map (added to depict change to property lines – Exhibit B-1 to First Amendment to East Riverfront Declaration)

2. Authorizing express written consent to subordinate City's mortgage to Riverlife Wausau LLC to third-party lender exceeding \$8,500,000

- First Amendment to Development Agreement
- Amended Memorandum of Development Agreement (Exhibit B to First Amendment to Development Agreement)
- Amendment to Mortgage (Exhibit C to First Amendment to Development Agreement)
- Staff Memo from Sean Fitzgerald

3. Amending Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront (as the description of the Lots to which the Declaration applies will change)

- First Amendment to the East Riverfront Declaration (Exhibit D to First Amendment to Development Agreement)
- Declaration for Wausau East Riverfront (added for clarity)
- Prior City Resolution (added for clarity)
- New Map (added for clarity – Exhibit B-1 to First Amendment to East Riverfront Declaration)

With respect to the second issue, the construction is complete and the building occupied; it is fully taxable. Because the building is complete and the City's loan is forgivable, you may choose to eliminate the subordination cap altogether since the loan will most likely be fully forgiven. However, if there is some devaluation of the Property in the future and the developer is required to repay a portion of the loan, it would be preferable to have a cap on the subordination amount so that, in the event of a foreclosure, the City would be in a better position to recoup some of the proceeds of its loan. Whether the subordination cap is raised or eliminated is a business decision, not necessarily a legal one, with respect to how secure the City feels with respect to its loan.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving conveyance of additional land to Riverlife Wausau LLC – Phase I

Committee Action: Pending

Fiscal Impact: None

File Number: 15-0708

Date Introduced: March 23, 2021

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes	☒	No	☐	
	Included in Budget:	Yes	☐	No	☐	Budget Source
	One-time Costs:	Yes	☐	No	☐	Amount:
	Recurring Costs:	Yes	☐	No	☐	Amount:
SOURCE	Fee Financed:	Yes	☐	No	☐	Amount:
	Grant Financed:	Yes	☐	No	☐	Amount:
	Debt Financed:	Yes	☐	No	☐	Amount Annual Retirement
	TID Financed:	Yes	☐	No	☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐					

RESOLUTION

WHEREAS, the City and the Developer entered into that certain Development Agreement with Riverlife Wausau LLC (“Developer”), with an effective date of June 28, 2019; and

WHEREAS, Developer purchased that real property as described on Exhibit A-1 of the attached draft of the First Amendment to Development Agreement – (Riverlife-Phase I) (“Original Property”) from the City, by Special Warranty Deed on December 28, 2020; and

WHEREAS, once construction of Phase I Apartment buildings was complete and the property lines were staked, it was revealed that they needed to be adjusted to include the additional land as depicted on the attached map, to align the City’s ownership with established right-of-way only to back of curb; and

WHEREAS, the parties have agreed that certain additional portions of land adjacent to the Original Property and more particularly described on Exhibit A-2 of the attached draft of the First Amendment to Development Agreement – (Riverlife-Phase I) (“Additional Lands”) should also be conveyed to Developer, be combined with the Original Property (described on Exhibit A-3 of the attached draft of the First Amendment to Development Agreement - (Riverlife-Phase I) – “Expanded Property”) and be included in the real property that is subject to the Development Agreement; and

WHEREAS, these revisions necessitate an amendment to the Development Agreement, to revise the legal description to include the original property and additional lands.

NOW THEREFORE BE IT RESOLVED, that the Common Council approves the conveyance of the additional lands as described above, to be combined with the original property conveyed, and authorizes the appropriate City officials to execute those documents necessary for the conveyance, as well as the First Amendment to Development Agreement – (Riverlife – Phase I), as attached.

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing express written consent to subordinate City's mortgage to Riverlife Wausau LLC to third-party lender exceeding \$8,500,000

Committee Action: Pending

Fiscal Impact:

File Number: 15-0708

Date Introduced: March 23, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source</i>
	<i>One-time Costs:</i>	Yes ☐ No ☐	<i>Amount:</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</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, the City and Riverlife Wausau LLC entered into a Development Agreement and Mortgage on June 28, 2019; and

WHEREAS, paragraph 3.d. of that Agreement and the Mortgage both provide that the Mortgage is subordinate to any mortgage securing the third-party loan, provided that the amount of the third-party loan lien superior to the Mortgage shall not exceed \$8,500,000 ("Subordination Cap") without the City's prior written consent, which consent shall not be unreasonably withheld; and

WHEREAS, in paragraph 5.q. of that Agreement, the developer represents that they will not mortgage the property except up to \$8,500,000, or such higher amount approved by the City in the City's reasonable discretion; and

WHEREAS, following the termination of the Ground Lease on December 28, 2020 and transfer of the property by Special Warranty Deed to the Developer on December 28, 2020, the developer is now in the process of converting its construction loan to a regular mortgage loan with its lender, and due to various cost increases with the project in Phase I, desires to increase or eliminate the \$8,500,000 cap and requests the City's express written consent.

NOW THEREFORE BE IT RESOLVED by the Common Council that it expressly consents to the amount of \$10,000,000 as the Subordination Cap as described above, and authorizes the appropriate City officials to execute those documents necessary to effect this change.
Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Amending Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront

Committee Action: Pending

Fiscal Impact: None

File Number: 20-0826

Date Introduced: March 23, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒	No ☐	
	<i>Included in Budget:</i>	Yes ☐	No ☐	<i>Budget Source</i>
	<i>One-time Costs:</i>	Yes ☐	No ☐	<i>Amount:</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</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐	No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐			

RESOLUTION

WHEREAS, on August 25, 2020, the Common Council approved the Declaration of Covenants, Conditions Restrictions and Easements for Wausau East Riverfront (Resolution and Declaration attached, as File No. 20-0826) which was recorded September 14, 2020 as Document #1814469 with the Marathon County Register of Deeds; and

WHEREAS, it is necessary to amend that Declaration to revise the configuration of the additional lands to be conveyed to Riverlife Wausau LLC once construction of Phase I was complete, and correct the legal description of the lot subject to the Declaration.

NOW THEREFORE BE IT RESOLVED that the Common Council approves amendment of the Declaration of Covenants, Restrictions and Easements for Wausau East Riverfront and authorizes the appropriate City officials to execute the attached First Amendment to East Riverfront Declaration.

Approved:

Katie Rosenberg, Mayor

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
(Riverlife – Phase I)**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “Amendment”) is made as of the _____ day of March, 2021 (the “Effective Date”), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”), and RIVERLIFE WAUSAU LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, the City and Developer entered into that certain Development Agreement with an Effective Date of June 28, 2019 (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, pursuant to Sections 2.e. and 3.c. of the Development Agreement, Developer purchased the real property located in the City of Wausau, County of Marathon, State of Wisconsin, as more particularly described on Exhibit A-1 attached hereto (the “Original Property”) from the City, and the City transferred the Original Property to Developer on December 28, 2020, by that certain Special Warranty recorded in the Office of the Register of Deeds for Marathon County, Wisconsin on December 30, 2020, as Document Number 1823931; and

WHEREAS, the City and Developer have agreed that certain additional portions of land owned by the City and adjacent to the Original Property as more particularly described on Exhibit A-2 attached hereto (the “Additional Lands”) should also be conveyed by the City to Developer, be combined with the Original Property (the Original Property and the Additional Lands, collectively, the “Expanded Property”), and be included in the real property that is subject to the Development Agreement; and

WHEREAS, additionally, the Development Agreement and the Mortgage each provide that the Mortgage is subordinate to any mortgage securing the Third-Party Loan; provided, however, that the amount of the Third-Party Loan lien superior to the Mortgage shall not exceed \$8,500,000.00 (the “Subordination Cap”); and

WHEREAS, Developer and the Third-Party Lender have requested that the Subordination Cap be increased to \$[_____] (the “New Subordination Cap”), and the City desires to increase the Subordination Cap to the New Subordination Cap; and

WHEREAS, the City and Developer 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. Additional Lands.

a. The City is the owner of the Additional Lands. The City and Developer hereby agree that, simultaneously with the execution of this Amendment, the City shall, in exchange for a purchase price of One Dollar (\$1.00), transfer and convey the Additional Lands to Developer by quit claim deed subject to all matters of record other than monetary liens, including, without limitation, the Riverfront Declaration. All title fees, transfer fees and recording fees for the purchase shall be at Developer's sole cost and expense. The City and Developer hereby agree that the transfer of the Additional Lands from the City to Developer shall be considered a "lot line adjustment", and Developer acknowledges that the City has no obligation to create a new certified survey map description of the Expanded Property.

b. DEVELOPER ACKNOWLEDGES AND AGREES THAT THE CITY IS CONVEYING AND DEVELOPER IS ACCEPTING THE ADDITIONAL LANDS ON AN "AS-IS, WHERE-IS, WITH ALL FAULTS" BASIS AND THAT DEVELOPER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER OTHER THAN THOSE CONTAINED HEREIN, EXPRESS OR IMPLIED, FROM THE CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE ADDITIONAL LANDS. AS A PART OF ITS AGREEMENT TO ACCEPT THE ADDITIONAL LANDS IN ITS "AS IS" CONDITION, DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS AND INVITEES, HEREBY WAIVES, DISCHARGES AND RELEASES THE CITY FROM ANY AND ALL DEMANDS, CLAIMS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH OR RELATED TO THE PHYSICAL, GEOLOGICAL OR ENVIRONMENTAL CONDITION OF THE ADDITIONAL LANDS, INCLUDING, WITHOUT LIMITATION, ANY PAST OR PRESENT CONDITION OF OR ACTION ON OR ABOUT THE ADDITIONAL LANDS (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS OR TOXIC MATERIAL AT, UNDER OR IN THE GENERAL VICINITY OF THE ADDITIONAL LANDS) OR THE CURRENT OR PREVIOUS VIOLATION OF ENVIRONMENTAL LAWS AT THE ADDITIONAL LANDS, IF ANY; provided, however, that the above release of the City shall not apply to any claims against the City related to fraud, intentional misrepresentation, and the enforcement of this Amendment.

2. Amendments to Development Agreement.

a. *Definition of "Property"*. Exhibit A to the Development Agreement is hereby deleted in its entirety and replaced with Exhibit A-3 attached hereto, which includes the legal description of the Expanded Property. The term "Property" as used in the

Development Agreement as amended by this Amendment shall mean the Expanded Property as more particularly described on Exhibit A-3 attached hereto.

b. *New Subordination Cap.* Notwithstanding anything in the Development Agreement to the contrary, the City hereby consents to the Mortgage being subordinate to any mortgage securing the Third-Party Loan in an amount up to the New Subordination Cap.

3. Memorandum. The City and Developer hereby agree that, simultaneously with the execution of this Amendment, the parties shall promptly execute a short form memorandum of the Development Agreement as amended by this Amendment in the form attached hereto as Exhibit B, which shall be recorded with respect to the Expanded Property immediately following the recoding of the quit claim deed transferring the Additional Lands to Developer.

4. Mortgage Amendment. Simultaneously with the execution of this Amendment, the City and Developer shall execute an amendment to the Mortgage in the form attached hereto as Exhibit C, which shall be recorded with respect to the Original Property and the Additional Lands.

5. Amendment to Riverfront Declaration. Effective as of the date of the transfer of the Additional Lands, Developer consents to the City entering into and recording an amendment to the Riverfront Declaration in the form attached hereto as Exhibit D.

6. Conditions Precedent. The effectiveness of this Amendment is conditioned upon the satisfaction of each and every one of the following conditions:

a. The City, through its City Council, shall have approved or authorized this Amendment and the transactions contemplated herein, and all the conditions to such approval shall have been satisfied.

b. No uncured default of Developer, or event which with the giving of notice or lapse of time or both would be a default of Developer, shall exist under the Development Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

7. 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.

8. Representations and Warranties of Developer. Developer 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 on the Effective Date of this Amendment, and no event of default under the Development Agreement has occurred and is continuing as of the Effective Date of this Amendment.

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 Developer. This Amendment is the valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.

9. 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 faxed and 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 First Amendment to Development Agreement as of the Effective Date first printed above.

DEVELOPER:

RIVERLIFE WAUSAU LLC

By: _____
Name: Mitch Viegut
Title: Manager

THE CITY

CITY OF WAUSAU

By: _____
Katie Rosenberg, Mayor

Attest: _____
Name: Leslie M. Kremer, Clerk

EXHIBIT A-1

LEGAL DESCRIPTION OF THE ORIGINAL PROPERTY

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

PIN: 291.2907.264.0973

EXHIBIT A-2

LEGAL DESCRIPTION OF THE ADDITIONAL LANDS

Parcel 1:

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

Commencing at the Southeast corner of Lot 1, said Certified Survey Map No. 18353; thence North $4^{\circ}53'30''$ E, along the Easterly line of said Lot 1, 30.00 feet to the point of beginning;

Thence continuing N $4^{\circ}53'30''$ E, along said Easterly line, 116.52 feet; thence N $49^{\circ}53'22''$ E, along said Easterly line, 22.06 feet; thence S $85^{\circ}03'58''$ E, along said Easterly line, 60.49 feet; thence continuing along said Easterly line and along the arc of a curve to the left, having a chord bearing of N $84^{\circ}35'10''$ E and a chord distance of 12.46 feet and a radius of 34.68 feet; thence N $74^{\circ}14'18''$ E, along said Easterly line, 32.90 feet to the East line of said Lot 1; thence S $4^{\circ}56'02''$ W, 9.66 feet; thence S $80^{\circ}00'0''$ W, 31.45 feet; thence along the arc of a curve to the right, having a chord bearing of S $87^{\circ}28'01''$ W and a chord distance of 10.40 feet and a radius of 40.00 feet; thence N $85^{\circ}03'58''$ W, 62.41 feet; thence S $49^{\circ}53'22''$ W, 15.92 feet; thence S $4^{\circ}53'30''$ W, 115.61 feet to the Northerly right-of-way of Fulton Street; thence N $85^{\circ}06'30''$ W, along said Northerly right-of-way, 4.75 feet to said Easterly line of Lot 1, the point of beginning, containing 0.029 acres.

PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

Parcel 2:

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

Commencing at the Southwest corner of Lot 1, said Certified Survey Map No. 18353, the point of beginning;

Thence N $85^{\circ}06'38''$ W, 9.27 feet to the Westerly line of said Lot 2; thence N $14^{\circ}50'00''$ W, along said Westerly line, 27.95 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N $0^{\circ}25'00''$ E and a chord distance of 52.61 feet and a radius of 100.00 feet; thence N $15^{\circ}40'00''$ E, along said Westerly line, 11.22 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N $19^{\circ}54'00''$ E and a chord distance of 88.58 feet and a radius of 600.00 feet; thence N $24^{\circ}08'00''$ E, along said Westerly line, 41.24 feet to the Westerly line of said Lot 1; thence S $4^{\circ}53'22''$ W, along said Westerly line, 18.24 feet; thence S $14^{\circ}00'00''$ W, along said Westerly line, 100.00 feet; thence S $4^{\circ}53'22''$ W, along

said Westerly line, 97.31 feet to said Southwest corner of Lot 1, the point of beginning, containing 0.079 acres.

PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

EXHIBIT A-3

LEGAL DESCRIPTION OF THE EXPANDED PROPERTY

Parcel A:

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

PIN: 291.2907.264.0973

Parcel B:

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

Commencing at the Southeast corner of Lot 1, said Certified Survey Map No. 18353; thence North 4°53'30" E, along the Easterly line of said Lot 1, 30.00 feet to the point of beginning;

Thence continuing N 4°53'30" E, along said Easterly line, 116.52 feet; thence N 49°53'22" E, along said Easterly line, 22.06 feet; thence S 85°03'58" E, along said Easterly line, 60.49 feet; thence continuing along said Easterly line and along the arc of a curve to the left, having a chord bearing of N 84°35'10" E and a chord distance of 12.46 feet and a radius of 34.68 feet; thence N 74°14'18" E, along said Easterly line, 32.90 feet to the East line of said Lot 1; thence S 4°56'02" W, 9.66 feet; thence S 80°00'0" W, 31.45 feet; thence along the arc of a curve to the right, having a chord bearing of S 87°28'01" W and a chord distance of 10.40 feet and a radius of 40.00 feet; thence N 85°03'58" W, 62.41 feet; thence S 49°53'22" W, 15.92 feet; thence S 4°53'30" W, 115.61 feet to the Northerly right-of-way of Fulton Street; thence N 85°06'30" W, along said Northerly right-of-way, 4.75 feet to said Easterly line of Lot 1, the point of beginning, containing 0.029 acres.

PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

Parcel C:

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

Commencing at the Southwest corner of Lot 1, said Certified Survey Map No. 18353, the point of beginning;

Thence N 85°06'38" W, 9.27 feet to the Westerly line of said Lot 2; thence N 14°50'00" W, along said Westerly line, 27.95 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 0°25'00" E and a chord distance of 52.61 feet and a radius of 100.00 feet; thence N 15°40'00" E, along said Westerly line, 11.22 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 19°54'00" E and a chord distance of 88.58 feet and a radius of 600.00 feet; thence N 24°08'00" E, along said Westerly line, 41.24 feet to the Westerly line of said Lot 1; thence S 4°53'22" W, along said Westerly line, 18.24 feet; thence S 14°00'00" W, along said Westerly line, 100.00 feet; thence S 4°53'22" W, along said Westerly line, 97.31 feet to said Southwest corner of Lot 1, the point of beginning, containing 0.079 acres.

PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

EXHIBIT B

FORM OF RECORDABLE SHORT FORM MEMORANDUM

[Attach to this cover page.]

**MEMORANDUM OF
DEVELOPMENT AGREEMENT**
(Riverlife – Phase I)

Document Number

Document Name

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (this “Memorandum”) is made and entered into as of the _____ day of March, 2021, by and between the CITY OF WAUSAU, a Wisconsin municipal corporation located at 407 Grant Street, Wausau, WI 54403 (the “City”), on the one hand, and RIVERLIFE WAUSAU LLC, a Wisconsin limited liability company, with offices located at 517 Franklin Street, Wausau, WI 54403 (“Developer”), on the other hand (the City and Developer are referred to herein, collectively, as the “Parties”).

WHEREAS, the Parties entered into a certain Development Agreement (Riverlife – Phase I) dated as of June 28, 2019 (as amended to date 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, pursuant to the Development Agreement, the City has transferred the Property to Developer; 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 and/or mortgagees of all or any portion of the Property; including, without limitation, the obligation to pay certain amounts to the City, including certain annual “Shortfall Payments” (as defined in the Development Agreement).

b. The term of the Development Agreement commenced as of June 28, 2019, and terminates as provided therein.

Recording Area

Name and Return Address

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

See Exhibit A attached
Parcel Identification Number (PIN)

This is not homestead property.

c. 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. A copy of the Development Agreement is available upon request from the City at the offices of the City Clerk.

d. 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.

e. 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.

DEVELOPER:

RIVERLIFE WAUSAU LLC

By: _____

Name: Mitch Viegut

Title: Managing Member

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of March, 2021, Mitch Viegut, to me known to be the person who executed the foregoing instrument and to me known to be the Managing Member of Riverlife Wausau 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.

Notary Public, State of Wisconsin
My commission expires: _____

THE CITY:

THE CITY OF WAUSAU, WISCONSIN

By: _____
Katie Rosenberg, Mayor

Attest:

By: _____
Leslie M. Kremer, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of March, 2021, Katie Rosenberg and Leslie M. Kremer, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Wausau, Wisconsin, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

This instrument was drafted by:

Jeffrey R. Schneider
Quarles & Brady LLP
33 East Main Street, Suite 900
Madison, Wisconsin 53703

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcel A:

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

PIN: 291.2907.264.0973

Parcel B:

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

Commencing at the Southeast corner of Lot 1, said Certified Survey Map No. 18353; thence North 4°53'30" E, along the Easterly line of said Lot 1, 30.00 feet to the point of beginning;

Thence continuing N 4°53'30" E, along said Easterly line, 116.52 feet; thence N 49°53'22" E, along said Easterly line, 22.06 feet; thence S 85°03'58" E, along said Easterly line, 60.49 feet; thence continuing along said Easterly line and along the arc of a curve to the left, having a chord bearing of N 84°35'10" E and a chord distance of 12.46 feet and a radius of 34.68 feet; thence N 74°14'18" E, along said Easterly line, 32.90 feet to the East line of said Lot 1; thence S 4°56'02" W, 9.66 feet; thence S 80°00'0" W, 31.45 feet; thence along the arc of a curve to the right, having a chord bearing of S 87°28'01" W and a chord distance of 10.40 feet and a radius of 40.00 feet; thence N 85°03'58" W, 62.41 feet; thence S 49°53'22" W, 15.92 feet; thence S 4°53'30" W, 115.61 feet to the Northerly right-of-way of Fulton Street; thence N 85°06'30" W, along said Northerly right-of-way, 4.75 feet to said Easterly line of Lot 1, the point of beginning, containing 0.029 acres.

PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

Parcel C:

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

Commencing at the Southwest corner of Lot 1, said Certified Survey Map No. 18353, the point of beginning;

Thence N 85°06'38" W, 9.27 feet to the Westerly line of said Lot 2; thence N 14°50'00" W, along said Westerly line, 27.95 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 0°25'00" E and a chord distance of 52.61 feet and a radius of 100.00 feet; thence N 15°40'00" E, along said Westerly line, 11.22 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 19°54'00" E and a chord distance of 88.58 feet and a radius of 600.00 feet; thence N 24°08'00" E, along said Westerly line, 41.24 feet to the Westerly line of said Lot 1; thence S 4°53'22" W, along said Westerly line, 18.24 feet; thence S 14°00'00" W, along said Westerly line, 100.00 feet; thence S 4°53'22" W, along said Westerly line, 97.31 feet to said Southwest corner of Lot 1, the point of beginning, containing 0.079 acres.

PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

EXHIBIT C

FORM OF MORTGAGE AMENDMENT

[Attach to this cover page.]

**FIRSTAMENDMENT TO REAL
ESTATE MORTGAGE
(Riverlife – Phase I)**

Document Number

Document Title

THIS FIRST AMENDMENT TO REAL ESTATE MORTGAGE (Riverlife- Phase I) (this “Amendment”), dated as of March [], 2021, is by and between **RIVERLIFE WAUSAU LLC**, a Wisconsin limited liability company (“Mortgagor”), and the **CITY OF WAUSAU** (“Lender”).

RECITALS

A. Mortgagor has executed and delivered to the Lender that certain Real Estate Mortgage (Riverlife - Phase I), dated as of December 28, 2020, from Mortgagor to Lender and recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, on December 30, 2020, as Document No. 1823934 (the “Mortgage”). Any capitalized term used in this Amendment and not defined herein shall have the meaning assigned to that term in the Mortgage.

Recording Area

Name and Return Address

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

See Exhibit A-3 attached hereto

Parcel Identification Number (PIN)

B. The Mortgage encumbers the real property located in Marathon County, Wisconsin, described on Exhibit A-1 attached hereto (the “Original Property”).

C. The Mortgage was executed and recorded upon the transfer of the Original Property from Lender to Mortgagor in accordance with the Development Agreement. On even date herewith, Mortgagor and Lender have executed that certain First Amendment to Development Agreement (the “DA Amendment”) which amended the Development Agreement, and, among other agreements, Lender agreed to transfer and convey to Developer the additional real property adjacent to the Mortgaged Property described on Exhibit A-2 attached hereto (the “Additional Lands”).

D. On even date herewith, Lender transferred and conveyed the Additional Lands to Developer and, upon such transfer, the DA Amendment requires Mortgagor and Lender to amend the Mortgage.

E. In accordance with the DA Amendment, Mortgagor and Lender desire to amend the Mortgage in accordance with this Amendment.

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

1. Legal Description. Section 1 of the Mortgage is hereby amended and restated in its entirety and replaced with the legal description attached hereto as Exhibit A-3, which constitutes the combination of the Original Property and the Additional Lands.

2. Amount of Primary Mortgage. Section 2 of the Mortgage is hereby amended by deleting the dollar amount of \$8,075,000 and replacing it with the dollar amount of \$[_____]

3. Other Terms. Except as otherwise expressly set forth herein, all other terms and conditions and the original priority of the Mortgage shall continue and remain in full force and effect from the date of its execution and delivery.

4. Counterparts. This Amendment may be simultaneously executed in several counterparts each of which is an original and all of which constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this First Amendment to Real Estate Mortgage to be duly signed, sealed and delivered the day and year first above written.

MORTGAGOR:

RIVERLIFE WAUSAU LLC

By: _____

Name: Mitch Viegut

Title: Managing Member

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of March, 2021, Mitch Viegut, to me known to be the person who executed the foregoing instrument and to me known to be the Managing Member of Riverlife Wausau 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.

Notary Public, State of Wisconsin
My commission expires: _____

LENDER:

THE CITY OF WAUSAU, WISCONSIN

By: _____
Katie Rosenberg, Mayor

Attest:

By: _____
Leslie M. Kremer, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of March, 2021, Katie Rosenberg and Leslie M. Kremer, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Wausau, Wisconsin, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

This instrument drafted by:

Jeffrey R. Schneider
Quarles & Brady LLP
33 East Main Street, Suite 900
Madison, Wisconsin 53703

EXHIBIT A-1

LEGAL DESCRIPTION OF THE ORIGINAL PROPERTY

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

PIN: 291.2907.264.0973

EXHIBIT A-2

LEGAL DESCRIPTION OF THE ADDITIONAL LANDS

Parcel 1:

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Thence continuing N $4^{\circ}53'30''$ E, along said Easterly line, 116.52 feet; thence N $49^{\circ}53'22''$ E, along said Easterly line, 22.06 feet; thence S $85^{\circ}03'58''$ E, along said Easterly line, 60.49 feet; thence continuing along said Easterly line and along the arc of a curve to the left, having a chord bearing of N $84^{\circ}35'10''$ E and a chord distance of 12.46 feet and a radius of 34.68 feet; thence N $74^{\circ}14'18''$ E, along said Easterly line, 32.90 feet to the East line of said Lot 1; thence S $4^{\circ}56'02''$ W, 9.66 feet; thence S $80^{\circ}00'0''$ W, 31.45 feet; thence along the arc of a curve to the right, having a chord bearing of S $87^{\circ}28'01''$ W and a chord distance of 10.40 feet and a radius of 40.00 feet; thence N $85^{\circ}03'58''$ W, 62.41 feet; thence S $49^{\circ}53'22''$ W, 15.92 feet; thence S $4^{\circ}53'30''$ W, 115.61 feet to the Northerly right-of-way of Fulton Street; thence N $85^{\circ}06'30''$ W, along said Northerly right-of-way, 4.75 feet to said Easterly line of Lot 1, the point of beginning, containing 0.029 acres.

PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

Parcel 2:

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feet; thence S 4°53'22" W, along said Westerly line, 97.31 feet to said Southwest corner of Lot 1, the point of beginning, containing 0.079 acres.

PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

EXHIBIT A-3

LEGAL DESCRIPTION OF THE PROPERTY

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PIN: 291.2907.264.0973

Parcel B:

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PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

Parcel C:

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Thence N 85°06'38" W, 9.27 feet to the Westerly line of said Lot 2; thence N 14°50'00" W, along said Westerly line, 27.95 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 0°25'00" E and a chord distance of 52.61 feet and a radius of 100.00 feet; thence N 15°40'00" E, along said Westerly line, 11.22 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 19°54'00" E and a chord distance of 88.58 feet and a radius of 600.00 feet; thence N 24°08'00" E, along said Westerly line, 41.24 feet to the Westerly line of said Lot 1; thence S 4°53'22" W, along said Westerly line, 18.24 feet; thence S 14°00'00" W, along said Westerly line, 100.00 feet; thence S 4°53'22" W, along said Westerly line, 97.31 feet to said Southwest corner of Lot 1, the point of beginning, containing 0.079 acres.

PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

EXHIBIT D

FORM OF AMENDMENT TO RIVERFRONT DECLARATION

[Attach to this cover page.]

**FIRST AMENDMENT TO EAST
RIVERFRONT DECLARATION**

Document Number

Document Title

THIS FIRST AMENDMENT TO EAST RIVERFRONT DECLARATION (this “Amendment”) is made of March [____], 2021 by the **CITY OF WAUSAU**, a Wisconsin Municipal corporation (“Declarant”).

RECITALS

A. Declarant entered into a certain Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront dated as of August 26, 2020 affecting the property described on Exhibit A attached hereto, which instrument was recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, on September 14, 2020, as Document No. 1814469 (the “Declaration”).

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

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

1. Definitions. Any capitalized term used in this Amendment and not defined herein shall have the meaning assigned to that term in the Declaration.
2. Revised Exhibits. Exhibit B of the Declaration is hereby replaced in its entirety by Exhibit B-1 attached hereto. Exhibit C of the Declaration is hereby replaced in its entirety by Exhibit C-1 attached hereto. Exhibit D of the Declaration is hereby replaced in its entirety by Exhibit D-1 attached hereto.
3. Reaffirmation of Declaration. Except as otherwise expressly set forth herein, all other terms and conditions of the Declaration shall continue and remain in full force and.

[Signature page follows.]

Recording Area

Name and Return Address

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

See Exhibit A attached hereto

Parcel Identification Number (PIN)

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

DECLARANT

THE CITY OF WAUSAU, WISCONSIN

By: _____
Katie Rosenberg, Mayor

Attest:

By: _____
Leslie M. Kremer, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of March, 2021, Katie Rosenberg and Leslie M. Kremer, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Wausau, Wisconsin, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

This instrument drafted by:

Isaac J. Roang
Quarles & Brady LLP
411 E., Wisconsin Avenue, Suite 2400
Milwaukee, WI 53202

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

North Zone:

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

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

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

South Zone:

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

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

PINs: 291-2907-264-0973
291-2907-253-0622
291-2907-253-0623
291-2907-264-0971
291-2907-253-0624

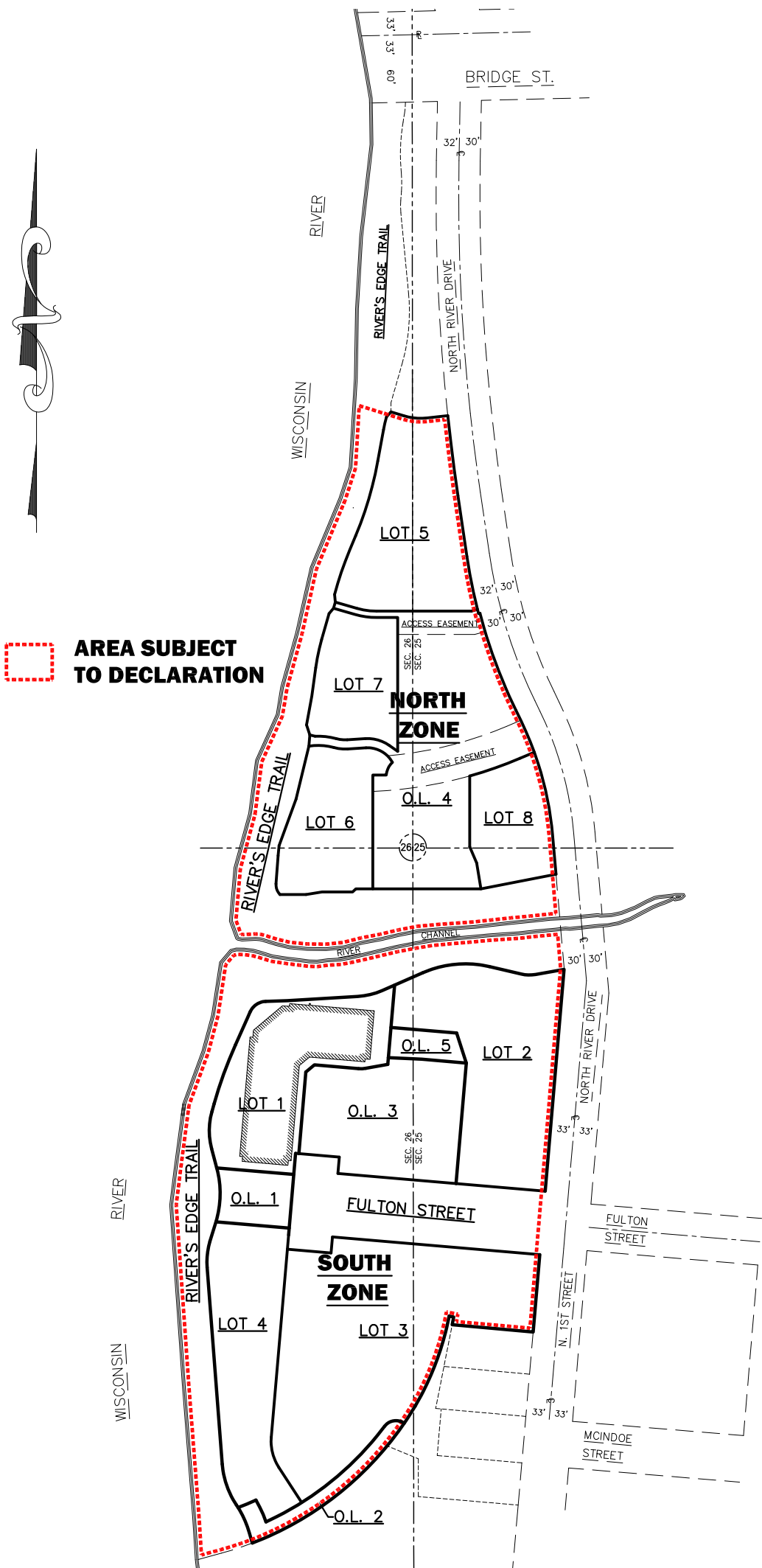
EXHIBIT B-1

DEPICTION OF LOTS, COMMON AREAS AND ZONES

[Updated diagram attached to this cover page.]

EXHIBIT MAP

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



 **AREA SUBJECT TO DECLARATION**



SCALE IN FEET
0 50 100 200

EXHIBIT C-1

LEGAL DESCRIPTION OF LOTS

North Zone Lots

Lot 5

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

PIN: 291.2907.252.0982

Lot 6

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

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

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

PIN: Part of 291-2907-252-0981

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

Lot 7

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

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

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

PIN: Part of 291-2907-252-0981

Lot 8

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

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

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

PIN: Part of 291-2907-252-0981

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

South Zone Lots

Lot 1

Parcel A (of Lot 1)

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

Parcel B (of Lot 1):

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

Parcel C (of Lot 1):

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

PINs: 291.2907.264.0973 and Part of 291-2907-253-0622 to 291-2907-264-0973

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

Lot 2

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

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

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

PIN: Part of 291-2907-253-0622

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

Lot 3

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

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $5^{\circ} 23' 07''$ W, 1711.49 feet to the point of beginning;

Thence N $33^{\circ} 00' 23''$ W, 59.23 feet; thence along the arc of a curve to the right having a chord bearing of N $14^{\circ} 03' 31''$ W and a chord distance of 44.16 feet and a radius of 68.00 feet; thence N $4^{\circ} 53' 30''$ E, 286.56 feet; thence S $85^{\circ} 07' 43''$ E, 57.14 feet; thence N $4^{\circ} 52' 17''$ E, 2.50 feet; thence S $85^{\circ} 07' 43''$ E, 298.91 feet to the Easterly line of said Lot 2; thence S $4^{\circ} 50' 03''$ W, along said Easterly line, 109.62 feet to the Southerly line of said Lot 2; thence N $84^{\circ} 53' 22''$ W, along said Southerly line, 114.92 feet to the Easterly line said Lot 2; thence N $11^{\circ} 09' 09''$ E, along said Easterly line, 11.12 feet to the Southerly line of said Lot 2; thence N $78^{\circ} 50' 49''$ W, along said Southerly line, 6.47 feet to the Southeasterly line of said Lot 2; thence along said Southeasterly line and along the arc of a curve to the right having a chord bearing of S $20^{\circ} 42' 05''$ W and a chord distance of 135.76 feet and a radius of 409.72 feet; thence along said Southeasterly line and along the arc of a curve to the right having a chord bearing of S $35^{\circ} 54' 03''$ W and a chord distance of 80.73 feet and a radius of 460.50 feet; thence along the arc of a non-tangential curve to the left having a chord bearing of S $63^{\circ} 49' 27''$ W and a chord distance of 60.48 feet and a radius of 115.00 feet; thence along the arc of a curve to the right having a chord bearing of S $53^{\circ} 00' 21''$ W and a chord distance of 73.76 feet and a radius of 440.50 feet to the point of beginning, said parcel containing 1.915 acres.

PIN: Part of 291-2907-253-0622

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

Lot 4

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

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $5^{\circ} 23' 07''$ W, 1711.49 feet to the point of beginning;

Thence along the arc of a curve to the right having a chord bearing of S $61^{\circ} 32' 12''$ W and a chord distance of 57.40 feet and a radius of 440.50 feet; thence along the arc of a non-tangential curve to the left having a chord bearing of N $24^{\circ} 42' 38''$ W and a chord distance of 34.00 feet and a radius of 167.00 feet; thence along the arc of a non-tangential curve to the right having a chord bearing of S $67^{\circ} 11' 43''$ W and a chord distance of 27.30 feet and a radius of 406.50 feet to the Westerly line of said Lot 2; thence along said Westerly line and along the arc of a curve to the left having a chord bearing of N $32^{\circ} 58' 05''$ W and a chord distance of 4.44 feet and a radius of 140.00 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N $19^{\circ} 08' 18''$ W and a chord distance of 61.06 feet and a radius of 120.00 feet; thence N $4^{\circ} 24' 00''$ W, along said Westerly line, 278.84 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N $6^{\circ} 18' 00''$ E and a chord distance of 37.13 feet and a radius of 100.00 feet; thence N $17^{\circ} 00' 00''$ E, along said Westerly line, 28.66 feet; thence S $85^{\circ} 06' 38''$ E, 103.87 feet; thence S $4^{\circ} 53' 30''$ W, 296.41 feet; thence along the arc of a curve to the left having a chord bearing of S $14^{\circ} 03' 31''$ E and a chord distance of 44.16 feet and a radius of 68.00 feet; thence S $33^{\circ} 00' 23''$ E, 59.23 feet to the point of beginning, said parcel containing 0.852 acres.

PIN: Part of 291-2907-253-0622

[End of South Zone Lots]

EXHIBIT D

NET SQUARE FOOTAGE AND OWNERSHIP UNITS OF LOTS

North Zone Lots

<u>Lot</u>	<u>Acreage</u>	<u>Units (% of total)</u>	<u>% of Zone</u>
Lot 5	0.884 acres	12.4 Units (12.4%)	37.7% of North Zone
Lot 6	0.570 acres	8.0 Units (8.0%)	24.3% of North Zone
Lot 7	0.471 acres	6.6 Units (6.6%)	20.1% of North Zone
Lot 8	0.420 acres	5.9 Units (5.9%)	17.9% of North Zone
Totals:	2.346 acres	33.0 Units (33.0%)	100%

South Zone Lots

<u>Lot</u>	<u>Acreage</u>	<u>Units (% of total)</u>	<u>% of Zone</u>
Lot 1	0.888 acres	12.5 Units (12.5%)	18.6 % of South Zone
Lot 2	1.115 acres	15.7 Units (15.7%)	23.4 % of South Zone
Lot 3	1.915 acres	26.9 Units (26.9%)	40.1 % of South Zone
Lot 4	0.852 acres	12.0 Units (12.0%)	17.9 % of South Zone
Totals:	4.771 acres	67.0 Units (67.0%)	100%

Lot Totals (both zones): 7.116 acres; 100.0 Units

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between the CITY OF WAUSAU, a Wisconsin municipal corporation

_____ ("Grantor," whether one or more),

and RIVERLIFE WAUSAU LLC, a Wisconsin limited liability company

_____ ("Grantee," whether one or more).

Grantor quit claims 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 Exhibit A attached hereto and incorporated herein by this reference.

Subject to all easements, restrictions and other matters of record.

Grantee, by recording this Deed, agrees that the above-described premises shall merge with property with PIN 291.2907.264.0973 that Grantee owns adjacent to the above-described property and hereafter shall be considered as one.

THIS CONVEYANCE IS EXEMPT FROM THE REAL ESTATE TRANSFER FEE PURSUANT TO WIS. STAT. SECTION 77.25(2).

Recording Area

Name and Return Address

Mitch Viegut
Riverlife Wausau LLC
517 Franklin Street
Wausau, WI 54403

See Exhibit A attached hereto

Parcel Identification Number (PIN)

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

Dated as of March, 2021.

CITY OF WAUSAU

By: _____
Katie Rosenberg, Mayor

Attest By: _____
Leslie M. Kremer, Clerk

AUTHENTICATION

Signature(s) _____
authenticated on _____

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

THIS INSTRUMENT DRAFTED BY:

Jeffrey R. Schneider
Quarles & Brady LLP

ACKNOWLEDGMENT

STATE OF _____)
_____) ss.
COUNTY _____)

Personally came before me on _____, 2021,
the above named Katie Rosenberg and Leslie M. Kremer

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

* Print Name
Notary Public, State of _____
My Commission (is permanent) (expires: _____)

(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.
QUIT CLAIM DEED © 2003 STATE BAR OF WISCONSIN FORM NO. 3-2003

*Type name below signatures.

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Parcel 1:

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

Commencing at the Southeast corner of Lot 1, said Certified Survey Map No. 18353; thence North 4°53'30" E, along the Easterly line of said Lot 1, 30.00 feet to the point of beginning;

Thence continuing N 4°53'30" E, along said Easterly line, 116.52 feet; thence N 49°53'22" E, along said Easterly line, 22.06 feet; thence S 85°03'58" E, along said Easterly line, 60.49 feet; thence continuing along said Easterly line and along the arc of a curve to the left, having a chord bearing of N 84°35'10" E and a chord distance of 12.46 feet and a radius of 34.68 feet; thence N 74°14'18" E, along said Easterly line, 32.90 feet to the East line of said Lot 1; thence S 4°56'02" W, 9.66 feet; thence S 80°00'0" W, 31.45 feet; thence along the arc of a curve to the right, having a chord bearing of S 87°28'01" W and a chord distance of 10.40 feet and a radius of 40.00 feet; thence N 85°03'58" W, 62.41 feet; thence S 49°53'22" W, 15.92 feet; thence S 4°53'30" W, 115.61 feet to the Northerly right-of-way of Fulton Street; thence N 85°06'30" W, along said Northerly right-of-way, 4.75 feet to said Easterly line of Lot 1, the point of beginning, containing 0.029 acres.

PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

Parcel 2:

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

Commencing at the Southwest corner of Lot 1, said Certified Survey Map No. 18353, the point of beginning;

Thence N 85°06'38" W, 9.27 feet to the Westerly line of said Lot 2; thence N 14°50'00" W, along said Westerly line, 27.95 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 0°25'00" E and a chord distance of 52.61 feet and a radius of 100.00 feet; thence N 15°40'00" E, along said Westerly line, 11.22 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 19°54'00" E and a chord distance of 88.58 feet and a radius of 600.00 feet; thence N 24°08'00" E, along said Westerly line, 41.24 feet to the Westerly line of said Lot 1; thence S 4°53'22" W, along said Westerly line, 18.24 feet; thence S 14°00'00" W, along said Westerly line, 100.00 feet; thence S 4°53'22" W, along said Westerly line, 97.31 feet to said Southwest corner of Lot 1, the point of beginning, containing 0.079 acres.

PIN: Part of 291-2907-253-0622 to 291-2907-264-0973



Planning, Community and Economic Development

To: City of Wausau Economic Development Committee

From Sean Fitzgerald, Economic Development Manager

RE: Amendment to development agreement with Riverlife Wausau LLC for Riverlife Apartments

Riverlife Wausau LLC is requesting an amendment to its June 28, 2019 development agreement with the City of Wausau modifying the maximum amount of its mortgage to exceed \$8.5 million.

The developer is currently undergoing the conversion of its construction loan to a regular mortgage loan with its financial institution, and is looking for more than \$8.5 million due to various cost increases with the project in which the developer had found temporary financial backing to accommodate. This clause in the development agreement creates an obstacle for the developer to obtain a mortgage from its financial institution on the Riverlife Apartments greater than \$8.5 million.

This restriction was initially built into the development agreement to further protect the city from a circumstance in which the developer could be financially underwater on an incomplete construction of the building. Currently the building construction is complete, occupied, fully taxable and the developer has met all of its other requirements under the development agreement. As a result, this restriction within the development agreement is inconsequential to the city at this point.

The developer is additionally partnering with the city on the development of a \$5 million condominium development in the Riverlife district to the south of the apartments.

Staff recommends the council approve this proposed amendment to the Riverlife Wausau LLC development agreement from 2019.

RECORDED

September 14, 2020 8:22 AM

DEAN J. STRATZ, REGISTER OF DEEDS

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTION AND
EASEMENTS FOR WAUSAU EAST
RIVERFRONT**

Document Number

Document Title

DOC# 1814469 PAGES: 36

1814469

Recording Area

Name and Return Address

City of Wausau
Attn: City Attorney
407 Grant Street
Wausau, WI 54403

See Exhibit A

Parcel Identification Number (PIN)

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WAUSAU EAST RIVERFRONT

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WAUSAU EAST RIVERFRONT (this "Declaration") is made as of August 26, 2020 (the "Effective Date"), by the **City of Wausau**, a Wisconsin municipal corporation (in its capacity as owner of the Property described below, "Declarant").

RECITALS

A. Declarant is the owner of certain real property located in the City of Wausau, Wisconsin, as more particularly described in Exhibit A attached hereto (hereafter referred to as the "Property").

B. Declarant intends by this Declaration to impose upon the Property covenants, conditions and restrictions and to create easements to establish a general plan for the improvement, development and use of the Property.

C. Declarant desires and intends that the Property shall be held, sold, leased, used and conveyed subject to the covenants, conditions, restrictions and easements in this Declaration, all of which shall run with the land.

NOW THEREFORE, subject to all of the provisions of this Declaration, Declarant hereby declares that the Property shall be held, conveyed, subdivided, platted, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to all of the following covenants, conditions, restrictions and easements:

ARTICLE I DEFINITIONS

Each of the capitalized terms used in this Declaration, including in the foregoing Recitals, shall have the following meaning:

1.1 Assessments. "Assessments" shall mean all regular assessments described in Section 7.4, special assessments described in Section 7.5, reimbursement assessments described in Section 7.6, capital improvement assessments described in Section 7.7, Zone Specific Assessments described in Section 7.8.2, and any other assessments made pursuant to this Declaration.

1.2 BID. "BID" shall mean a business improvement district under Wisconsin Statute Section 66.1109 (as may be revised and/or renumbered from time to time).

1.3 City. "City" shall mean the City of Wausau, Wisconsin, in its capacity as a Wisconsin municipal corporation with jurisdiction over the Property and not in its capacity as Declarant.

1.4 Common Area or Common Areas. The terms “Common Area” or “Common Areas” shall mean and refer to those portions of the Property designated by Declarant for use in common by one or more Owners. Unless otherwise set forth herein, the Common Areas shall be the entirety of the Property, less the Lots. As of the Effective Date, the Common Areas include the River's Edge Trail, Outlot 1, Outlot 2, Outlot 3, Outlot 4, and Outlot 5.

1.5 Declarant. “Declarant” shall mean the City of Wausau, Wisconsin, in its capacity as owner of the Property, or its successors and assigns (i) if such successors and assigns acquire or hold title to any part or all of the Property, and (ii) are expressly named as successor Declarant in a document executed by the Person then constituting the Declarant hereunder and the successor Declarant and recorded with the Office of the Register of Deeds of Marathon County, which document specifically assigns the rights and duties of Declarant to such successor Declarant, and pursuant to which such successor Declarant expressly accepts and assumes the assignment of such rights and duties.

1.6 Declaration. “Declaration” shall mean this “Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront,” as it may be amended or supplemented from time to time.

1.7 District Plan. “District Plan” shall mean the Unified Development District (UDD) plan and development guidelines and standards affecting the Property, as may be adopted, revised and supplemented from time to time by the City under Chapter 23.65 of the Wausau Municipal Code (as may be amended from time to time). The District Plan shall have the same force and effect as if set forth in this Declaration.

1.8 Exempt Property. “Exempt Property” shall mean (i) all Common Areas, and (ii) all land and improvements owned by or dedicated to and accepted by the City or other public or governmental authority for public use or other public purposes. Exempt Property shall be exempt from Assessments but shall not be exempt from all other covenants, restrictions and easements contained herein, including but not limited to all use and development restrictions. Notwithstanding the foregoing, if a Lot is owned by Declarant but would otherwise not be Exempt Property if owned by another Person, such Lot shall not be Exempt Property.

1.9 Improvements. “Improvements” shall mean all land preparation and excavation, buildings, outbuildings, structures, underground installations, slope and grade alterations, lighting, roads, walkways, curbs, gutters, storm drains, drainage ways, utilities, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, patio areas, windbreaks, plantings, planted trees and shrubs, sidewalks, poles, signs, storage or display areas, loading areas, docks, water retention areas, fountains, water features, ponds, recreational facilities and all other structures, land development or landscaping improvements of every type and kind.

1.10 Laws. The term “Laws” shall mean any and all laws, rules, regulations and ordinances applicable to the Property which have been promulgated by any local, state, federal or other governmental agency or authority, including, without limitation, the City.

1.11 Lessee. "Lessee" shall mean the owner of a leasehold interest (including any subtenancy) or license or other occupancy right in a part or all of the Property.

1.12 Lot. "Lot" shall mean and refer to each legally subdivided lot or parcel of the Property (including but not limited to any condominium unit), but shall not mean or refer to any lot that is entirely Common Area. The Lots in existence as of the Effective Date are depicted on Exhibit B attached hereto (labeled as Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7 and Lot 8) and legally described on Exhibit C attached hereto. If any of the Property now or hereafter subject to this Declaration is re-subdivided or if a line or boundary of one or more Lots is adjusted or a lot split occurs, or in the event of a merger of two or more Lots, and all of the foregoing is accomplished in compliance with this Declaration and all applicable Laws regulating subdivision of land and/or lot splits, then each of the lots thus created shall be deemed to be included within the definition of Lot.

1.13 Mortgage. "Mortgage" shall mean any duly recorded mortgage encumbering a Lot.

1.14 Mortgagee. "Mortgagee" shall mean a mortgagee under a Mortgage.

1.15 Net Square Footage. For the purpose of establishing the assessments for each Lot, the term "Net Square Footage" shall mean and refer to the size of a Lot which does not include any area dedicated as a street right-of-way for public use, but shall include the area covered by easements dedicated to the public and easements created herein or otherwise of record against any Lot. The Net Square Footage for each Lot as of the Effective Date is set forth on Exhibit D attached hereto.

1.16 Outlot 1. "Outlot 1" means the area labelled as "O.L. 1" on Exhibit B attached hereto. The intended use of Outlot 1 is for storm water maintenance as well as other common facilities, including a connection to the River' Edge Trail. As noted above, Outlot 1 is part of the Common Areas.

1.17 Outlot 2. "Outlot 2" means the area labelled as "O.L. 2" on Exhibit B attached hereto. The intended use of Outlot 2 is for a future trail connection to the River's Edge Trail. As noted above, Outlot 2 is part of the Common Areas.

1.18 Outlot 3. "Outlot 3" means the area labelled as "O.L. 3" on Exhibit B attached hereto. The intended use of Outlot 3 is as a parking lot serving Lot 1 and potentially other Lots, as will be set forth in one or more separate agreements between Declarant and applicable Owner(s). As noted above, Outlot 3 is part of the Common Areas, but, as set forth in Section 7.6 below, the costs associated with maintaining Outlot 3 shall be paid by reimbursement assessments to the applicable Owner(s) and not be included in regular assessments hereunder; provided, however, that to the extent Outlot 3 is later converted for shared uses then the portion of maintenance costs allocated to the same may be included in a Zone Specific Assessment for the South Zone.

1.19 Outlot 4. "Outlot 4" means the area labelled as "O.L. 4" on Exhibit B attached hereto. Outlot is comprised of, among other common facilities, a common parking lot and

related drives, storm water maintenance improvements, and walkways (including a connection to the River's Edge Trail). As noted above, Outlot 4 is part of the Common Areas.

1.20 Outlot 5. "Outlot 5" means the area labelled as "O.L. 5" on Exhibit B attached hereto. The intended use of Outlot 5 is as a driveway ramp into the below-grade parking of the improvements on Lot 1, as will be set forth in one or more separate agreements between Declarant and the Owner of Lot 1. As noted above, Outlot 5 is part of the Common Areas, but it is the Declarant's intent that the Owner of Lot 1 will maintain Outlot 5 and any improvements thereon, as will be addressed in a separate agreement. As set forth in Section 7.6 below, to the extent any costs are incurred by Declarant, the costs associated with maintaining Outlot 5 shall be paid by reimbursement assessments to the Owner of Lot 1 and not be included in regular assessments hereunder.

1.21 Owner. "Owner" shall mean the fee simple interest owner of any Lot, but shall not include Mortgagees and others who hold such title merely as security. Notwithstanding the foregoing, in the case of a lease of a Lot from Declarant, such Lessee shall be deemed the "Owner" of the Lot during the term of such lease for the purposes of this Declaration. Owner shall not include a Lessee of a Lot except as set forth above. Owner shall not include the Declarant.

1.22 Ownership Units. The term "Ownership Unit" for any particular Lot shall mean the numeric result (rounded to two decimal places) of the Net Square Footage of such Lot divided by the Net Square Footage of all Lots multiplied by 100. Accordingly, the sum of the Ownership Units for all Lots on the Property shall, at all times, be 100 Ownership Units. The Ownership Units attributable to each Lot as of the Effective Date is set forth on Exhibit D attached hereto.

1.23 Period of Declarant Control. The "Period of Declarant Control" shall commence with the recording of this Declaration and shall continue as long as Declarant owns any portion of the Property (including the Common Areas) or has a monetary lien or encumbrance on any portion of the Property, unless and until Declarant elects, in its discretion, to transfer, relinquish and/or surrender all of its rights and obligations in this Declaration in the manner set forth in Article XIII.

1.24 Person. "Person" shall mean and refer to a natural person, a corporation, a partnership, a limited liability company, a trust or any other legal entity.

1.25 Property. "Property" shall mean the real property described in Exhibit A and the Improvements situated thereon, as such real property may be expanded by annexation or reduced pursuant to the provisions of this Declaration.

1.26 Recorded Assessment Lien. "Recorded Assessment Lien" shall mean a notice of assessment lien recorded by Declarant pursuant to Article VIII.

1.27 River's Edge Trail. Means the portions of the Common Areas as identified on Exhibit B as "Existing Parkland" which contains, among other improvements, certain public recreational amenities (including, without limitation, trails, pathways, bridges, landscaping,

plazas, a public wharf, benches, lighting, and related utilities). Upon development of Outlot 2 as trail connection, Outlot 2 shall form a part of the River's Edge Trail. Additional public parkland and related facilities of the City are located immediately adjacent to portions of the River's Edge Trail, but such public park space outside of the Property is not subject to this Declaration and, accordingly, not subject to Assessments.

1.28 Zone. The term "Zone" means a portion of the Property designated as such on the attached Exhibit A. Accordingly, as of the Effective Date, the Property contains two Zones: the North Zone and the South Zone.

1.29 Zone Specific Assessment. The term "Zone Specific Assessment" shall have the meaning given to such term in Section 7.8.2 below.

1.30 Zone Specific Costs. The term "Zone Specific Costs" shall have the meaning given to such term in Section 7.8.2 below.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.1 Scope and Purpose. Declarant hereby declares that the Property and every part thereof is and shall be owned, leased, transferred, developed, improved, built upon, occupied or otherwise used, subject to this Declaration. This Declaration is declared and agreed to be in furtherance of an overall plan by Declarant for the development, improvement, sale and use of the Property and is established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and every part thereof.

2.2 Covenants Running with the Land. Declarant hereby declares that the Property is now held, and shall hereafter be held, conveyed, leased, occupied, operated, improved and used, subject to the easements, restrictions, conditions, covenants and agreements herein set forth, each and all of which shall inure to the benefit of and pass with each and every part of the Property, including all Lots, and shall apply to and bind all Owners and Lessees and the heirs, successors and assigns of any Owner or Lessee, and each of which shall constitute covenants running with the land between the respective Owners of such Lots for the benefit of all other Lots.

2.3 Declarant's Power to Exclude. Declarant may at any time and from time to time during the Period of Declarant Control, exclude or delete portions of the Property covered by this Declaration from the provisions of this Declaration by recording an amendment to this Declaration which specifically refers to this Section 2.3 and Declarant's desire to exclude the same, provided that said amendment must also be approved and executed by the Owner of the excluded portion of the Property if other than Declarant, and by any Mortgagee encumbering the same. If exclusion of a portion of the Property by the Declarant will result in an increase in the proportion of any Assessment that is or will be payable by any Owner or Lessee existing at the time of the Declarant's exclusion of the Property, then that exclusion by Declarant shall be subject to the approval of that existing Owner or Lessee.

ARTICLE III
RESERVATION OF EASEMENTS

3.1 Easements for Common Areas. Declarant hereby reserves to itself, its successors and assigns, and their respective employees, contractors and other authorized designees, an easement over, upon, under and across all Common Areas, together with a nonexclusive easement for ingress and egress over and upon the Lots and all other areas within the Property, for the following purposes: installation, repair, reconstruction, restoration, replacement, landscaping and maintenance of the Common Areas (including without limitation signs, walls, utilities, landscaping and other features, and all landscaping corridors and for other maintenance, rights and duties permitted to or required of Declarant in this Declaration.

3.2 Cross Access Easement. Declarant hereby reserves for its own use and benefit, and for the use and benefit of each Owner, and their respective customers, Lessees, and invitees, an easement for vehicular and pedestrian ingress and egress across all roadways and areas designated as Common Areas by Declarant.

3.3 Reservation of Utility Easements. Declarant hereby reserves for its own use and benefit, and for the use and benefit of each Owner, easements for the location, installation and maintenance of utilities of convenience or necessity as may be requested or required by Declarant, or by an Owner with the prior written approval of Declarant. The Owner of any Lot shall have the right to assign the benefit and use of any such easement to any electric company, gas company, telephone company, flood control district, or other utility company for the purpose of installing, operating and maintaining utilities and enforcing the current easement rights. For the purpose hereof, "utilities" or "utility" shall include electricity, gas mains and lines, water distribution lines, storm water sewers, drainage systems, sanitary sewers, telephone cables and lines, and other similar or related facilities commonly regarded as utilities. No conveyance by Declarant of any Lot, or any interest therein, shall be deemed to be or construed as a conveyance or release of the easements herein reserved. Any easement to be created by Declarant affecting any Lot owned or leased by an Owner or Lessee prior to such easement being created, shall be subject to the approval (which shall not be unreasonably withheld, conditioned or delayed) of the Owner or Lessee of such Lot, and any costs associated with such newly created easement shall be borne by the Declarant.

3.4 Cross Parking Easement. Declarant hereby reserves for its own use and benefit, and for the use and benefit of each Owner, and their respective customers, Lessees, and invitees, an easement for parking across all Common Areas which are designated as vehicular parking areas by Declarant; provided, however, that Declarant may make future reservations of exclusive parking rights within the Property from time to time provided such reservations do not unreasonably interfere with the rights of other Owners existing at the time such reservation is made. Notwithstanding the foregoing, the parking lot in Outlot 4 shall remain a shared public parking lot with at least eighty (80) spaces (including at least two (2) handicapped spaces) of unreserved parking for the public.

ARTICLE IV
REGULATION AND MAINTENANCE OF IMPROVEMENTS AND LOTS

4.1 Governmental Regulations. All Improvements shall be in conformity with the District Plan and all other applicable Laws.

4.2 Maintenance.

4.2.1 General. Notwithstanding the existence of any insurance covering an Owner against loss, damage and destruction, each Owner, or in the event a Lot is owned by the Declarant then the Declarant at its cost and not a part of any Assessment, shall have the affirmative obligation for maintenance, repair and restoration as set forth in this Article.

4.2.2 Maintenance of Undeveloped Lots. All undeveloped portions of each Lot shall be maintained at all times by the Owner, or in the event a Lot is owned by the Declarant then the Declarant at its cost not a part of any Assessment, in a well-maintained condition, free of unsightly or unattractive weeds or other growth or the accumulation of rubbish, junk and debris thereon.

4.2.3 Maintenance During Construction. All construction activities shall be carried out in an orderly and timely manner and all partially completed Improvements shall be kept in an orderly condition during construction. Any construction equipment and building materials stored on a Lot may be kept only in areas approved by Declarant. Dust from all construction sites shall be reasonably controlled at all times and in a manner consistent with applicable Laws. Construction sites shall be adequately fenced with appropriate construction fencing. If trucks entering and leaving the Lot deposit mud or dust on any streets or walkways, the Owner of the Lot on which or for whose benefit the construction is being performed shall be responsible for maintaining the streets (or causing the same to be maintained) in a reasonably clean condition on a daily basis. If the provisions hereof conflict with the provisions of applicable Laws with respect to construction activities, the more restrictive provision shall control.

4.2.4 Maintenance of Completed Improvements. Each Owner, or in the event a Lot is owned by the Declarant then the Declarant at its cost not a part of any Assessment, shall maintain or cause to be maintained, at its sole expense, its Lot and all Improvements completed thereon (except those Common Area Improvements to be maintained by Declarant pursuant to this Declaration) in a well-maintained, clean, neat and attractive condition at all times and shall comply with all governmental health, fire, building and safety ordinances, codes, regulations and requirements applicable thereto and all other applicable Laws, including, without limitation, zoning requirements. Such maintenance requirements of each Owner shall include, without limitation, the following:

4.2.4.1 maintaining paved surfaces in a level, smooth and evenly-covered condition;

4.2.4.2 removing all paper, mud and sand, trash, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

4.2.4.3 maintaining, mowing, weeding, thinning, trimming, watering, fertilizing, cultivating and pruning all landscaped areas to maintain the same in a neat, well-groomed condition, and replacing as necessary shrubs and other landscaping on a regular basis; and

4.2.4.4 promptly removing all graffiti or other similar markings from all perimeter walls, exterior building walls and other exterior surfaces, paved areas and other portions of any Improvements; provided that the forgoing shall not apply to murals or other art approved by the Declarant or the City.

4.2.5 Alteration and Repair of Common Areas. If any act, omission or condition caused by any Owner or its Lessees, or their agents, employees, customers or invitees, results in the destruction or removal of any landscape or other Improvements within Common Areas maintained by Declarant hereunder, such Owner shall repair and replace, in a good and workmanlike manner, free of liens and to as good a condition as the condition of such Improvements prior to such destruction or removal, all such Improvements in such Common Areas.

4.2.6 Lateral Support. Each Owner, or in the event a Lot is owned by the Declarant then the Declarant at its cost not a part of any Assessment, shall maintain its Lot with sufficient landscaping and plantings to prevent any erosion upon its Lot that will result in damage to that Lot or to any adjacent Lot.

4.3 Declarant's Obligation for Common Areas. Declarant shall maintain the Common Areas, including Improvements within the Common Areas thereon and all landscaping within the Common Areas, in good condition and repair, and replace the same as may be necessary, in Declarant's reasonable judgment, from time to time, subject to the following:

4.3.1 The cost of maintenance, repair and replacement for which Declarant is responsible under this Section shall be assessed as part of the regular assessments in accordance with the provisions of Section 7.4 hereof; provided, however, that the cost of any maintenance, repair or replacement of the Common Areas for which an Owner is responsible shall be reimbursed by such Owner as a reimbursement assessment in accordance with Sections 11.1.1 and 7.6 hereof.

4.4 Excavation. No excavation shall be permitted except in connection with construction of an Improvement, and upon completion thereof, exposed openings shall be backfilled, and disturbed ground shall be graded and leveled. No Owner shall perform any excavation upon its Lot that will result in damage to any adjacent Lot.

4.5 Damage and Destruction Affecting Lots - Duty to Rebuild. If all or any portion of a Lot or any Improvement on any such Lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of such Lot to do the following:

4.5.1 rebuild, repair or reconstruct the Lot and the Improvements thereon in a manner which will restore them to the same or better condition and appearance as before the casualty and as approved by the City; or

4.5.2 raze and remove the damaged Improvements and restore the Lot substantially to its original unimproved condition; or

4.5.3 any combination of the above in a manner satisfactory to Declarant.

The Owner of any Lot on which damaged Improvements are located shall be obligated to proceed with all due diligence hereunder, and such Owner shall cause cleanup and removal and/or reconstruction to commence in a timely manner. The provisions of this Section are not intended to modify the provisions of any Lease of a Lot by Declarant.

4.6 Insurance Obligation of Owners. Each Owner shall purchase such liability, fire or other casualty insurance as such Owner desires or as may be required by any Mortgagee of a Mortgage encumbering its Lot. Declarant shall not be obligated to insure any Lot or portion thereof or Improvements thereon. The provisions of this Section are not intended to modify the provisions of any Lease of a Lot by Declarant.

4.7 Insurance for Common Areas. Declarant may, but shall not be required to, purchase such liability, fire or other casualty insurance covering the Common Areas and the Improvements thereon as Declarant, in its sole discretion, may deem necessary or desirable. The cost of such insurance shall be assessed as part of the regular assessments in accordance with the provisions of Section 7.4 hereof.

4.8 Leases. Any agreement for the lease of all or any portion of a Lot must be subject to this Declaration. The Owner of the Lot shall remain liable for any violations of this Declaration. All notices hereunder shall be sent to the Owner.

4.9 Business Improvement District. Declarant may, but shall not be required to, create or place some or all of the Property into a BID. In such event, Owners shall take commercially reasonable steps to assist Declarant with such action and shall not object to the creation/placement of the Property into a BID provided that Owners and not the Declarant shall be elected to the BID board and be given votes on the BID proportionate to their Ownership Units, subject to the governing rules of the BID.

ARTICLE V DEVELOPMENT STANDARDS

5.1 Parking. All parking areas and uses on or for any Lot shall be in conformity with the District Plan and all other applicable Laws.

5.2 Refuse Collection Areas. All refuse from any Lot shall be deposited in a dumpster or container for such Lot provided by the City or a licensed refuse company, with placement, design and use in conformity with the District Plan and all other applicable Laws. Without limiting the foregoing, refuse collection areas shall be located in the least visible area of each Lot and shall be visually screened from streets and adjoining property.

5.3 Exterior Storage Areas and Service Yards. No exterior storage shall be permitted on any Lot unless the placement, design and uses is in conformity with the District Plan and all

other applicable Laws. Without limiting the foregoing, storage areas shall be located in the least visible area of each Lot and shall be visually screened from streets and adjoining property.

5.4 Equipment. All equipment and tanks on any Lot shall be in conformity with the District Plan and all other applicable Laws.

5.5 Signs. All signs shall be in conformity with the District Plan and all other applicable Laws.

5.6 Utility Lines and Antennas. All utility lines or wires or other devices for the communication or transmission of electric current, gas, power or signals (including telephone, television, microwave or radio signals) (collectively, "Utility Lines") shall be in conformity with the District Plan and all other applicable Laws. Without limiting the foregoing, (i) except as may be approved by Declarant, no Utility Lines shall be constructed, placed, or maintained anywhere in or upon any Lot other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed, or maintained underground or concealed in or under buildings or other structures, and (ii) no antenna dishes or other services for the transmission or reception of telephone, television, microwaves, or radio signals shall be placed on any building or other Improvement on any Lot that is visible from any building or other Improvement on any Lot unless the consent of Declarant shall first have been obtained.

5.7 Landscaping. All landscaping shall be in conformity with the District Plan and all other applicable Laws. Without limiting the foregoing, all landscape areas required and approved for a Lot shall be landscaped within sixty (60) days following the issuance of a certificate of occupancy for all or a portion of the Improvements placed upon the Lot (subject to reasonable extension, in Declarant's reasonable discretion, based on adverse weather conditions).

5.8 General Standards. Any limitations on Improvements other development of the Property or any portion thereof set forth herein are supplemental to the District Plan any other controls established by zoning, subdivision, building, health fire or other jurisdictional codes and regulations and other applicable Laws, and the more restrictive controls shall apply in each instance. The provisions of this Declaration and approvals by Declarant pursuant to any procedures herein shall not vest any rights on any Owner to any City or other governmental approvals required under applicable Laws.

ARTICLE VI USE RESTRICTIONS

6.1 Compliance with District Plan. The uses of all Lots and Improvements, including all activities carried out thereon, and any changes in use shall be in conformity with the District Plan.

6.2 Nuisances; Objectionable Activities. No Owner, Lessee or other Person shall create a nuisance in or on the Property or use any Lot for any activity or purpose which is considered by Declarant, in its reasonable discretion, to be objectionable due to sound, odor, visual effect or physical impact and which in the reasonable opinion of Declarant will disturb or tend to disturb other Owners or Lessees in the Property, or which is deemed by Declarant to

constitute a nuisance; provided, however, that Declarant shall take into account the nature of the business of such Owner and shall not, under this Section 6.2, unreasonably restrict such business practices which are in compliance with applicable Laws. Included among the uses, activities or operations prohibited hereunder because of their detrimental effect upon the general appearance, enjoyment and use of the Property, or other property in the vicinity of the Property, and their conflict with the reasonable standards of appearance and maintenance required by this Declaration, are without limitation the uses, activities or operations which produce or are accompanied by the following characteristics:

- 6.2.1 Any public or private nuisance;
- 6.2.2 Any vibration, noise, sound or disturbance that is objectionable due to intermittence, beat, frequency, shrillness, loudness or pulsating effect;
- 6.2.3 Any lighting which is flashing or intermittent or is not focused downward or away from adjacent Lots, unless otherwise approved by Declarant and the adjacent Lot Owner;
- 6.2.4 Any rubbish, trash or debris of any kind placed or permitted to accumulate upon or adjacent to any Lot;
- 6.2.5 Any electro-mechanical or electromagnetic disturbance or radiation;
- 6.2.6 Any air pollution or water pollution, including without limitation any dust, dirt or flyash in excessive quantities;
- 6.2.7 Any emission of odor, or noxious, caustic or corrosive gas or matter, whether toxic or non-toxic;
- 6.2.8 Any explosion or other damaging or dangerous firing, detonation or activity, including the firing or detonation of ammunition or explosives or the storage, display or sale of explosives or fireworks; or
- 6.2.9 Open burning of paper, trash, debris, garbage or construction materials of any kind.

6.3 Additional Restrictions. Prior to the close of a sale of a Lot or Lots by Declarant, Declarant may record additional restrictions on said Lot or Lots. If such restrictions refer to this Declaration and provide for incorporation by that reference, said restrictions shall be deemed to be part of this Declaration and shall be enforceable as provided herein. Any such restrictions may not be inconsistent with the provisions of this Declaration, except that such restrictions may be more restrictive than the provisions set forth herein. Notwithstanding the foregoing, any additional restrictions placed on a Lot or Lots that incorporates this Declaration by reference and is deemed to be a part of this Declaration, shall not be enforceable against any existing Owner or Lessee without the consent (which shall not be unreasonably withheld, conditioned or delayed) of such Owner or Lessee.

6.4 Compliance With Laws. No use or operation will be made, conducted or permitted on or with respect to all or any part of the Property which is in violation of any

applicable Laws, including without limitation all zoning and other ordinances, regulations and codes of the City.

ARTICLE VII FUNDS AND ASSESSMENTS

7.1 Creation of Lien, Personal Obligation for Assessments. Declarant, for each Lot owned within the Property, hereby covenants, and each successive Owner, by acceptance of a deed or other transfer instrument therefor, whether or not expressed in such deed, is deemed to covenant and agree to pay to Declarant the Assessments which Declarant is authorized to levy pursuant to the provisions of this Declaration. All Assessments, which shall include all late charges, interest, costs and reasonable attorneys' fees due with respect thereto, shall be a charge on the land and shall be secured by a continuing lien upon the Lot against which each Assessment is levied. Each Assessment, including interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment became due and owing. The obligation for delinquent Assessments shall not pass to said Person's successors in title, unless expressly assumed by them. If more than one Person was the Owner of a Lot, the personal obligation to pay such Assessment respecting such Lot shall be both joint and several. Notwithstanding the foregoing, if the Person is a corporation, a partnership, a limited liability company, a trust or any other legal entity duly formed, nothing contained herein shall create a personal liability of any shareholder or unit owner or member of the Person that is considered the Owner.

7.2 Purpose of Assessments. The Assessments shall be used to enhance, maintain and protect the desirability, attractiveness and safety of the Property; for the improvement and maintenance of the Common Areas; to reimburse Declarant for the costs incurred in bringing an Owner into compliance with this Declaration or for expenses reasonably allocated to one or more specific Lots in the case of a reimbursement assessment as described in Section 7.6 below; and for the common good and benefit of the Property, as determined by Declarant.

7.3 Budgets and Financial Statements of Declarant. The following financial information relating to the Property shall be regularly prepared and distributed by Declarant to all Owners:

7.3.1 Within ninety (90) days after the end of each calendar year, Declarant shall cause to be prepared, and distribute to all Owners an operating budget for the next calendar year setting forth the estimated revenues and expenses for said calendar year.

7.3.2 Within ninety (90) days after the end of each calendar year, Declarant shall prepare and distribute to each Owner a balance sheet and a statement of actual expenses and income for the preceding fiscal year.

7.4 Regular Assessments.

7.4.1 Purpose. Regular assessments shall be used for all expenses incurred by Declarant, subject the permissions and restrictions contained in this Agreement, for (i) the administration, operation, maintenance, repair and replacement of the Common Areas and any

Improvements therein, including all taxes and insurance, BID dues, and all costs associated with the non-exclusive list of activities set forth on Exhibit E attached hereto; and (ii) carrying out the duties, rights and obligations of Declarant as provided for in this Declaration. Regular Assessments expressly exclude any betterment, improvement, or replacement that would ordinarily be considered capital in nature in accordance with Generally Accepted Accounting Principles, or any amortization of any such capital improvement.

7.4.2 Date of Commencement of Regular Assessments. The regular assessments provided for in this Article VII shall commence as to all Lots on the later to occur of (i) January 1, 2022 or (ii) substantial completion of Declarant's obligations to construct the parking lots, walkways and drives in Outlot 3 and Outlot 4 and to construct the streets and walks necessary to access such Outlots pursuant to separate agreements between Declarant and the Owner of Lot 1 and the Owner of Lot 5.

7.4.3 Payment of Assessments. Regular assessments shall be due and payable by the Owners to Declarant in four equal quarterly installments on or before the first day of April, July, October and January, or in such other manner as Declarant shall designate.

7.4.4 Failure to Fix Regular Assessments. Failure by Declarant to fix regular assessments hereunder before the expiration of any calendar year shall not be deemed either a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owner from the obligation to pay the Assessments, or any installment thereof, for that or any subsequent year, but the Assessment fixed for the preceding year shall continue until a new Assessment is fixed.

7.4.5 Owner's Review. Each Owner shall be entitled to, at a reasonable time and place, review the records of the Declarant as it relates to any Assessment, for compliance with this Agreement. Should Owner's review result in a finding of an over charge for an Assessment, such overage shall promptly be credited to the account of the Owner to offset a future Assessment.

7.5 Special Assessments.

7.5.1 Purpose. Special assessments may be levied by Declarant from time to time during any calendar year if Declarant determines that the estimated total amount of funds necessary to defray the expenses of Declarant for a given year is or will become inadequate to meet expenses due to unexpected repairs, replacements or reconstruction of Improvements in the Common Areas, or if funds are otherwise required for any activity or purpose of Declarant permitted under this Declaration.

7.5.2 Budgeting. Declarant shall determine the approximate amount necessary to defray the expenses set forth in Section 7.5.1 above, and such shall become a special assessment.

7.5.3 Time and Manner of Payment. Declarant may, in its discretion, prorate a special assessment over the remaining months of the fiscal year or levy the assessment immediately against each Lot. Special assessments shall be due and payable within thirty (30) days after an Owner receives written notice from Declarant specifying the amount of the special assessment, unless Declarant specifies in such notice a later date of payment.

7.6 Reimbursement Assessment. Declarant may levy a reimbursement assessment against any Owner who fails to comply in any respect with this Declaration, or as otherwise permitted elsewhere in this Declaration, in an amount equal to any monies expended by Declarant in remedying that Owner's failure to comply under this Declaration or in the amount of a fine or penalty imposed pursuant to this Declaration. Further, Declarant may levy a reimbursement assessment against any Owner for the expenses reasonably allocated to such Owner's Lot(s) based on such Lot's reservation or exclusive use (whether permanently or temporarily) of any portion of the Common Areas and the same shall not be part of any Assessment other than to the particular Owner. All such reimbursement assessments shall be paid to Declarant within five (5) business days after demand.

7.7 Capital Improvement Assessment.

7.7.1 Purpose. Capital improvement assessments may be levied by Declarant for the purpose of defraying, in whole or in part, the cost of construction of any Improvements deemed reasonably necessary by Declarant for the benefit of the Property, or portion thereof; provided, however, that one hundred percent (100%) of all Owners to be so assessed must agree in writing as to such assessments; provided, however, that to the extent that Declarant does not pass through the cost such capital improvements, Declarant may unilaterally perform the same. Notwithstanding the foregoing, nothing contained herein shall permit the Declarant to charge to any Owner or Lessee any Assessment to recover the initial expenditures related to the initial construction of any Common Areas or Improvements in any part of the Common Areas absent an express written agreement providing otherwise.

7.7.2 Time and Manner of Payment. Capital improvement assessments shall be due and payable by all affected Owners in such installments and during such period or periods as Declarant shall designate for the payment thereof.

7.8 Rate of Assessment.

7.8.1 In General. All Assessments (other than a reimbursement assessment levied against an Owner pursuant to Section 7.6, a capital improvement assessment levied against less than all of the Owners under Section 7.7, or a Zone Specific Assessment under Section 7.8.2) shall be fixed at a uniform rate and levied based upon the number of Ownership Units owned by each Owner in relationship to the total number of Ownership Units at the time the Assessment is levied or imposed.

7.8.2 Zone Specific Assessments. Notwithstanding the foregoing, if Declarant shall reasonably and in good faith determine that certain costs and charges incurred by Declarant provide a special benefit to certain Zones within the Property ("Zone Specific Costs"), then in such case Declarant may cause such Zone Specific Costs to be assessed only against the Owners of Lots in such Zones (a "Zone Specific Assessment"). Such Zone Specific Assessments shall be fixed at a uniform rate and levied based upon the number of Ownership Units owned by each Owner within the applicable Zone in relationship to the total number of Ownership Units in such Zone at the time the Zone Specific Assessment is levied or imposed. A non-exclusive list of examples of Zone Specific Assessments are set forth on Exhibit F attached hereto.

7.9 Estoppel Certificate. Declarant, on not less than twenty (20) days prior written request and for a reasonable fee, shall execute, acknowledge and deliver to the party making such request a written statement certifying whether or not, to the knowledge of Declarant with no duty to investigate or make further inquiry, a particular Owner is in default as to its Lot under the provisions of this Declaration, and further stating the dates to which installments of Assessments have been paid as to such Lot. Any such certificate may be relied on by a prospective purchaser of the Lot or a Mortgagee, but reliance on such certificate shall not extend to any default (except one involving the payment of Assessments) of which the signer had no actual knowledge.

7.10 Exempt Property. The foregoing notwithstanding, all Exempt Property shall be exempt from paying Assessments and the Assessment liens provided for in Article VII.

ARTICLE VIII COLLECTION OF ASSESSMENTS: ASSESSMENT LIENS

8.1 Right to Enforce. The right to collect and enforce Assessments, including all related interest, late charges, costs and fees, is vested in Declarant. Declarant, or its authorized representative, can enforce the obligations of the Owners to pay Assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity, or Declarant may enforce the continuing lien against the Owner's Lot by judicial foreclosure proceedings. Any suit to recover a money judgment for unpaid Assessments, together with all other amounts described in this Article VIII, may be maintainable with or without foreclosing or waiving the lien rights.

8.2 Notice of Default; Interest; Late Charges; Creation of Lien. Failure to make payment of any Assessment or installment thereof related to any Lot on or before the due date shall constitute a default and all amounts that are delinquent shall bear interest at a rate per annum equal to twelve percent (12%) and, if not paid within ten (10) days, a late charge of five percent (5%) (or such lower interest and late charges as Declarant shall determine in its discretion) shall also be due on the outstanding balance, and all costs and expenses incurred by Declarant or its authorized representative in the collection of the amounts, including reasonable attorneys' fees and costs, shall be part of the Assessment past due and the full Assessment shall be a lien against such Lot. The lien created pursuant to this Article shall not be foreclosed until Declarant or its authorized representative has delivered written notice to the delinquent Owner or Owners not less than fifteen (15) days before commencement of any proceedings to enforce such lien, which shall set forth notice of default and a demand for payment, and unless such delinquency has not been cured in full within said 15-day period, including payment in full of all interest and late charges.

8.3 Notice of Lien; Foreclosure. Upon the giving of notice and failure to cure as provided in Section 8.2, Declarant may record a notice of assessment lien against the Lot of the defaulting Owner (a "Recorded Assessment Lien"). In addition, Declarant may proceed to foreclose the Recorded Assessment Lien provided for in this Article in any manner provided or permitted for the foreclosure of realty mortgages in the State of Wisconsin (including the right to recover any deficiency). Declarant shall not be obligated to release any Recorded Assessment Lien until all delinquent Assessments, including interest, late charges, attorneys' fees and collection costs, have been paid in full, whether or not all such amounts are set forth in the recorded notice. On becoming delinquent in the payment of any Assessments or installments

thereof, each delinquent Owner shall be deemed to have absolutely assigned all rents, issues and profits of its Lot to Declarant and shall further be deemed to have consented to the appointment of a receiver (which appointment may, at the election of Declarant, be enforced by Declarant through specific performance). Declarant, acting on behalf of the Owners, shall have the power to bid upon the Lot at foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot.

8.4 No Offsets. All Assessments shall be payable in the amounts covered by the particular Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, nonuse or abandonment of a Lot or a claim that Declarant is not properly exercising its duties of maintenance, operation or enforcement.

8.5 Priority; Subordination of Lien to First Mortgages.

8.5.1 Priority of Lien. The Recorded Assessment Lien described herein shall be superior to all charges, liens and encumbrances, including without limitation all mortgages and deeds of trust (except as provided in Section 8.5.2 below), federal and state tax liens, judgment liens, and liens for labor or materials, which may be hereafter imposed against any portion of the Property.

8.5.2 Subordinate to First Mortgages. Notwithstanding the foregoing, the Recorded Assessment Lien provided for herein shall be subordinate and subject to the lien for governmental taxes and assessments which is deemed superior hereto by applicable law and the lien of any first Mortgage encumbering a Lot which is recorded prior to the Recorded Assessment Lien referred to in Section 8.3, but only as to advances or payments made pursuant to said Mortgage prior to the time the Recorded Assessment Lien is placed of record, and provided further that each such first Mortgage must have been made in good faith and for value and duly recorded in the office of the Register of Deeds of Marathon County prior to the recording of the Recorded Assessment Lien. The sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such Assessments only as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from any obligation to pay any Assessments thereafter becoming due nor from the lien securing any subsequent Assessments. Where the holder of a first Mortgage or other purchaser of a Lot obtains title to the same as a result of foreclosure, such title holder, its successors and assigns, shall not be liable for Assessments by Declarant chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer, except for the share of Assessments resulting from a reallocation of Assessments which are made against all Lots. The Recorded Assessment Lien provided for herein shall not be subordinate to the lien of any Mortgage which is junior to a first Mortgage.

8.6 Transfer of Property. After the sale of any Lot, the selling Owner or Owners shall not be liable for any Assessment levied on its Lot after the date of such transfer of ownership and written notice of such transfer is delivered to Declarant. However, except as provided in Section 8.5 with respect to a transfer of a Lot pursuant to foreclosure proceedings, the transferred Lot shall remain subject to the lien securing payment of all Assessments, including Assessments levied prior to the date of transfer. The selling Owner(s) shall also remain responsible for all Assessments and charges levied on its Lot prior to any such transfer.

8.7 Contracts with Owners. If Declarant elects to enter into contracts with Owners for the performance of special maintenance or other services to that Owner's Lot, any fees charged to that Owner for such services shall be due within ten (10) days after billing, shall be an Assessment, shall be secured by the Assessment lien, shall be the Owner's responsibility, and shall be enforceable as provided herein with respect to the Assessments and the same shall not be part of any Assessment other than to the particular Owner with which the agreement with the Declarant was made and shall not be a part of any other Assessment.

ARTICLE IX DESTRUCTION OF COMMON AREAS

9.1 Repair. Within a reasonable time after the damage or destruction of all or any portion of the Common Areas, Declarant shall cause the same to be repaired, reconstructed and restored substantially to the same condition as the same existed prior to such damage or destruction.

9.2 Insurance Proceeds Insufficient. If upon such damage or destruction the proceeds of insurance available to Declarant are insufficient to cover the cost of repair, reconstruction and restoration of the damaged or destroyed portions of the Common Areas, Declarant shall be authorized to specially assess all Owners and Lots for the additional funds needed pursuant to Section 7.5.

ARTICLE X DURATION, MODIFICATION AND TERMINATION

10.1 Duration of Covenants. This Declaration, and all covenants, conditions, restrictions and easements herein, shall continue and remain in full force and effect at all times with respect to the Property and each part thereof, now or hereafter made subject thereto (subject, however, to the right to amend and terminate as provided in Section 10.2 below) for a period of thirty (30) years, commencing on the Effective Date. From and after said date, this Declaration, as amended from time to time, shall be automatically extended for successive periods of ten (10) years each, unless earlier terminated as provided in Section 10.2 below.

10.2 Termination or Modification. This Declaration, or any provisions hereof, may be terminated, modified, or amended with respect to all or any portion of the Property, by the terms of a recorded document executed by Declarant alone until the expiration of the Period of Declarant Control. Thereafter, this Declaration may be terminated, modified or amended in whole or in part with respect to all or any portion of the Property by a vote of at least seventy-five percent (75%) of the Ownership Units.

ARTICLE XI ENFORCEMENT

11.1 Enforcement by Declarant; Right to Perform.

11.1.1 Failure to Maintain Improvements and Lots. Upon a failure to maintain and repair in accordance with Sections 4.2 above, or to perform any other obligation under this

Declaration, Declarant shall have the right notify the respective Owner in writing pursuant to Section 14.7 of such default. If such default is not cured by the Owner or its Lessee within thirty (30) days from the date such notice is given to the Owner, Declarant, or its designated agent or contractors, shall have the right, in addition to the rights and remedies set forth in Section 11.2, to enter upon the Lot for the purpose of maintaining, restoring or repairing said Improvement or Lot. The costs incurred by Declarant in maintaining, restoring or repairing said Improvement or Lot shall be paid by such Owner as a reimbursement assessment in accordance with Section 7.6 hereof.

11.1.2 Other Covenants. Declarant shall have the right, upon violation or breach of any other covenant, restriction or easement set forth herein, if such violation or breach continues for a period of thirty (30) days after written notice thereof is given to the Owner, to enter upon the Lot where such violation or breach exists, and summarily remove or otherwise remedy, at the expense of the Owner thereof who shall pay all such expenses within five (5) days after demand, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions of this Declaration. All costs so incurred by Declarant, together with a charge for the overhead of Declarant in an amount equal to two percent (2%) of such costs, shall be paid by such Owner as a reimbursement assessment in accordance with Section 7.6 hereof.

11.1.3 Inspection Rights. Declarant or authorized representative thereof has the right from time to time, during reasonable hours and with 24 hours advanced notice except in the case of emergency, to enter upon and inspect any Lot and the Improvements thereon for the purpose of determining whether or not the provisions of this Declaration have been, or are being, complied with, and the exercise of such rights shall not be deemed a trespass upon such Lot.

11.2 Additional Remedies In addition to the rights and remedies set forth in Article VIII and Section 11.1 above, in the event of any breach, default, noncompliance, violation or failure to perform or satisfy any of the covenants, conditions, restrictions and easements contained in this Declaration by an Owner or by a Lessee or other Person with respect to the Lot of an Owner (collectively referred to herein as a "default"), and the default is not cured within thirty (30) days after written notice describing the default is given to such Owner by Declarant (or if any such default is not reasonably capable of being cured within such 30-day period, then if such Owner has not commenced to cure the default promptly after such notice is given and does not thereafter diligently continue to prosecute such cure to completion), then Declarant may enforce any one or more of the following rights or remedies in this Section 11.2 or any other rights or remedies available at law or in equity, whether or not set forth in this Declaration. All rights and remedies set forth in this Declaration or available at law or in equity shall be cumulative and not mutually exclusive. No Owner shall be permitted to enforce the Declaration against another Owner without the advance written approval of Declarant during the Period of Declarant Control.

11.2.1 Damages. Declarant may bring a suit for damages arising from or with respect to any such default.

11.2.2 Declaratory Relief. Declarant may bring suit for declaratory relief to determine the enforceability of any of the provisions of this Declaration.

11.2.3 Injunctive Relief, Specific Performance. It is recognized that a default hereunder may cause material injury or damage not compensable by an award of money damages and that Declarant shall be entitled to bring an action in equity or otherwise for a specific performance to enforce compliance with this Declaration, or for any injunctive relief to enjoin the continuance of any default or to prevent a default.

11.3 Rights of Lenders. No default under or violation of any provision of this Declaration shall defeat or render invalid the lien of any Mortgage or similar instruments securing a loan made in good faith and for value with respect to the development or permanent financing, or any refinancing, of any Lot or portion thereof, or any Improvement thereon. However, all of the provisions of this Declaration shall be binding upon and effective against any subsequent Owner of any Lot or any portion thereof whose title is acquired by foreclosure, trustee sale, deed in lieu of foreclosure or otherwise pursuant to the lien rights under any such Mortgage or similar instrument.

11.4 Attorneys' Fees. In any legal or equitable proceeding to determine the rights of the parties and/or to enforce or restrain the violation of this Declaration, the non-prevailing party or parties, as determined by the court for this purpose, shall pay the reasonable attorneys' fees, legal costs and expenses of the prevailing party or parties, as fixed by the court in such proceedings.

11.5 Failure to Enforce Not a Waiver of Rights. No delay or failure on the part of an aggrieved party to invoke any available remedy in respect to a violation of any provision of this Declaration shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to it upon the recurrence or continuance of said violation or the occurrence of a different violation, nor shall there be construed to be a duty upon Declarant to take any action to enforce the provisions of this Declaration.

11.6 No Liability Regarding Enforcement. Neither Declarant nor its successors or assigns (if such Persons have acted in good faith, without willful or intentional misconduct) shall be liable to any Owner or Lessee of any real property subject to this Declaration by reason of any mistake in judgment, negligence, nonfeasance, action or inaction in regard to the enforcement or failure to enforce the provisions of this Declaration, or any part hereof. Each Owner and Lessee acquiring an interest in the Property agrees that it will not bring any action or suit against Declarant or its successors and assigns to recover any such damages or to seek equitable relief under this Declaration. Notwithstanding the foregoing, if Declarant is an Owner and leases to a Lessee, this Section 11.6 shall not prevent Lessee from enforcing the provisions of such lease.

ARTICLE XII RESERVED RIGHTS OF DECLARANT

12.1 Right to Use Common Areas to Promote the Property. Declarant shall have, and hereby reserves the right to, reasonable use of the Common Areas and services offered by Declarant in connection with the promotion and marketing of Lots within the Property. The rights of Declarant shall include, without limitation, the right (i) to erect and maintain on any part of the Common Areas and on any portion of the Property owned by Declarant, such signs, temporary buildings and other structures as Declarant may reasonably deem necessary or proper

from time to time in connection with the promotion, development and marketing of Lots within the Property (ii) to use vehicles and equipment on the Common Areas or any portion of the Property owned by Declarant for promotional purposes; and (iii) to permit purchasers of Lots to use the Common Areas in a manner reasonably designated by Declarant, at its sole election, to promote, develop and market subdivided portions of said Lot to Persons interested in purchasing the same.

12.2 Right to Construct Additional Improvements Within Common Areas and Reconfigure Common Areas. Declarant shall have, and hereby reserves, the right to construct additional Improvements within the Common Areas from time to time, and to reconfigure the uses of the Common Areas (including, without limitation, the dedication or removal of parks, trails, sidewalks and other features) for the improvement and enhancement of the Common Areas and of the Property and for the benefit of the Owners, as determined by Declarant in its sole judgment, and the same shall thereafter be maintained by Declarant pursuant to Section 4.3.

12.3 Right to Complete Development of the Property. During the Period of Declarant Control, Declarant shall have, and hereby reserves, the right (i) to subdivide or resubdivide or otherwise split or combine any portion of the Property or otherwise to complete development of Lots; (ii) to construct or alter Improvements on any Lot owned by Declarant; (iii) to maintain an office for construction, sales, promotion or leasing purposes or other similar facilities on any Lot owned by Declarant within the Property; and (iv) to excavate, cut, fill or grade any Lot owned by Declarant, or to construct, alter, demolish or replace or renovate any Improvements owned by Declarant or to alter its construction plans or design or to rezone or amend its master plan or any development documents, and to permit any activity, use or improvement by Declarant on any Lot owned by Declarant.

12.4 Declarant's Right to Grant Additional Easements. During the Period of Declarant Control, Declarant shall have, and hereby reserves the right to grant or create, temporary or permanent easements from time to time for construction, access, utilities, drainage and other purposes for the development and sale of the Property in, on, under, over and across any Lots or other portion of the Property owned by Declarant, and the Common Areas.

12.5 Right to Convert Additional Property for Use as Common Area. During the Period of Declarant Control, Declarant shall have, and hereby reserves, the right to convert additional real property (including all or a portion of any Lot owned by Declarant and, with the applicable Owner's consent, a portion of any other Lot) and any Improvements thereon, or grant easements against the Property owned by Declarant, at any time and from time to time for use as Common Areas. In connection with the above rights, Declarant shall have the right to update the exhibits to this Declaration based on such adjustments.

12.6 Reserved Rights Do Not Create Obligations. Anything in this Article XII to the contrary notwithstanding, the foregoing rights in favor of Declarant shall not in any way be construed as creating any obligation on the part of Declarant to exercise any such rights or to perform any of the activities, construct any Improvements, convey any property or grant any easements referred to in this Article.

ARTICLE XIII
ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES;
TERMINATION OF PERIOD OF DECLARANT CONTROL.

13.1 Assignment of Declarant's Rights and Duties. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant from time to time, in its discretion, to any Person who will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned. Upon such assignment, any such Person assuming such duties (and its heirs, successors and assigns) shall have, to the extent of such assignment, the same rights and powers and shall be subject to the same obligations and duties as are given to and assumed by Declarant in this Declaration. Any assignment made under this Article shall be in recordable form and shall be recorded in the Office of the Register of Deeds of Marathon County.

13.2 Withdrawal of Declarant. Notwithstanding any provision of this Declaration to the contrary, Declarant may, at any time and from time to time without the consent of other Owners, permanently relieve itself of all of its rights and obligations under this Declaration by filing in the Office of the Register of Deeds of Marathon County a notice stating that Declarant has surrendered the rights and obligations specified herein, and upon the recording of such notice, all of Declarant's powers and obligations shall immediately vest in the Owners. At such time, the Period of Declarant Control shall cease and the Owners shall, by vote of simple majority of the Ownership Units, determine how to exercise the rights, powers and duties of Declarant, whether by an independent association of Owners or such other management structure as the Owners shall determine.

ARTICLE XIV
ADDITIONAL PROVISIONS.

14.1 Constructive Notice and Acceptance of Declaration. Every Person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in the Property.

14.2 Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for enforcement hereof shall lie exclusively in Marathon County, Wisconsin, and each Person with rights hereunder hereby waives the right to sue or be sued in any other place.

14.3 Mutuality and Reciprocity. This Declaration is made for the direct, mutual and reciprocal benefit of each and every Lot; shall create mutual, equitable servitudes upon each Lot in favor of every other Lot; and shall create reciprocal rights and obligations between the respective Owners and privity of contract and estate between all grantees of real property in the Property, their heirs, successors and assigns.

14.4 Declarant's Disclaimer. Declarant makes no warranties or representations that the plans presently envisioned for the development of the Property can or will be carried out, or that

any Lot is or will be committed to or developed for any particular use. In addition, while Declarant has no reason to believe that any of the provisions of this Declaration are or may be unenforceable, Declarant makes no representations as to enforceability. Declarant shall have no liability for the development of the Property or the enforcement of this Declaration. Nothing contained in this Declaration constitutes a waiver of Declarant's ability to assert its rights of immunity to tort claims under applicable Laws. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of Declarant have any personal liability arising out of this Declaration, and no party shall seek or claim any such personal liability. Notwithstanding the foregoing, if Declarant is an Owner and leases to a Lessee, this Section 14.4 shall not amend any express provisions to the contrary in such lease.

14.5 Headings. Headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

14.6 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the same shall not affect the validity of the remaining provisions of this Declaration and all remaining provisions shall continue unimpaired and in full force and effect.

14.7 Notices.

14.7.1 To Declarant. Any and all notices, or other communication made pursuant hereto, shall be in writing and shall be deemed properly delivered, given to or received by Declarant, as the case may be (a) when personally delivered against receipted copy, (b) the next business day after deposit with an overnight courier, or (c) four (4) business days after being mailed by certified or registered mail, postage prepaid; in either case to Declarant at the following address:

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

with a copy to:
Wausau City Attorney
407 Grant Street
Wausau, WI 54403

Declarant may change its address by (i) giving written notice to all Owners, or (ii) recording a Notice of Change of Address in the Office of the Register of Deeds of Marathon County.

14.7.2 To Owners. A notice to any Owner shall be deemed duly given, delivered and received (a) when personally delivered against receipted copy, (b) the day after deposit with an overnight courier, or (c) four (4) business days after mailing by certified or registered mail, postage prepaid; in either case to the address of the Owner's Lot or to such other address as the Owner has specified in writing to Declarant.

14.8 Exhibits. All Exhibits attached hereto are incorporated herein by this reference and shall constitute a part of this Declaration.

14.9 Requirements of City. The covenants and restrictions contained herein are in addition to the requirements, codes and ordinances imposed by the City on the Property and all

other applicable Laws. In the event of a conflict or inconsistency between the provisions of this Declaration and the requirements, codes or ordinances of the City applicable to the Property and all other applicable Laws, then the more restrictive requirement shall govern.

[Signature page follows]

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

DECLARANT

CITY OF WAUSAU, WISCONSIN

By: Katie Rosenberg
Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer
Leslie M. Kremer, City of Wausau Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 28th day of August, 2020, Katie Rosenberg and Leslie M. Kremer, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Wausau, Wisconsin, by its authority.

Lisa A. Parsch
Print Name: Lisa A. Parsch
Notary Public, State of Wisconsin
My Commission: 8/3/24
[Notary Seal]



This instrument was drafted by:

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

North Zone:

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

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

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

South Zone:

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

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

PINs: 291-2907-264-0973
291-2907-253-0622
291-2907-253-0623
291-2907-264-0971
291-2907-253-0624

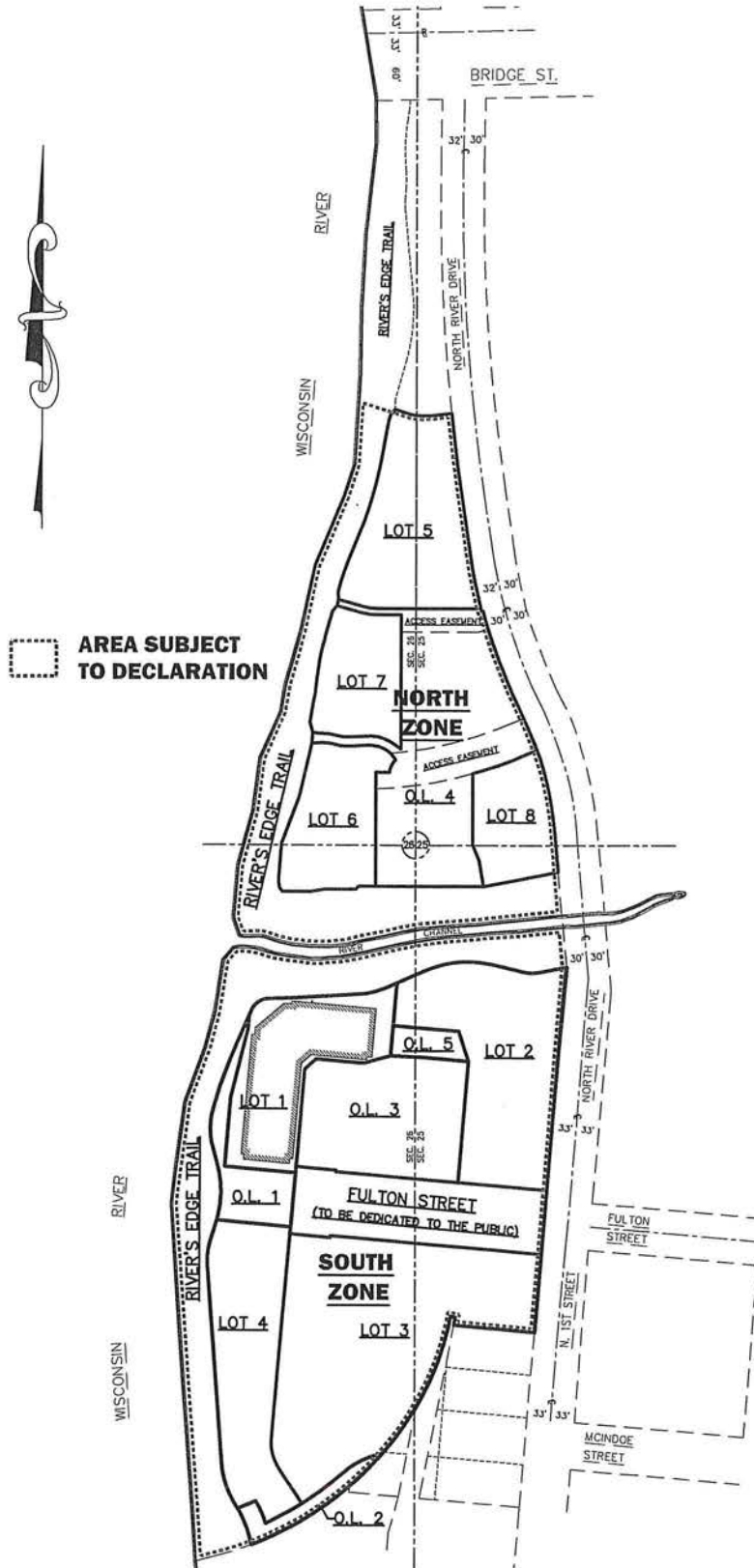
EXHIBIT B

DEPICTION OF LOTS, COMMON AREAS AND ZONES

[Diagram attached to this cover page.]

EXHIBIT MAP

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



AREA SUBJECT TO DECLARATION

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SCALE IN FEET
0 50 100 200

EXHIBIT C

LEGAL DESCRIPTION OF LOTS

North Zone Lots

Lot 5

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

PIN: 291.2907.252.0982

Lot 6

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

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

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

PIN: Part of 291-2907-252-0981

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

Lot 7

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

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

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

PIN: Part of 291-2907-252-0981

Lot 8

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

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

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

PIN: Part of 291-2907-252-0981

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

South Zone Lots

Lot 1

Lot 1 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93 on June 20, 2019, as Document Number 1781845, being part of Government Lot 6, all in Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

PIN: 291.2907.264.0973

Lot 2

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

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

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

PIN: Part of 291-2907-253-0622

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

Lot 3

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

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $5^{\circ} 23' 07''$ W, 1711.49 feet to the point of beginning;

Thence N $33^{\circ} 00' 23''$ W, 59.23 feet; thence along the arc of a curve to the right having a chord bearing of N $14^{\circ} 03' 31''$ W and a chord distance of 44.16 feet and a radius of 68.00 feet; thence N $4^{\circ} 53' 30''$ E, 286.56 feet; thence S $85^{\circ} 07' 43''$ E, 57.14 feet; thence N $4^{\circ} 52' 17''$ E, 2.50 feet; thence S $85^{\circ} 07' 43''$ E, 298.91 feet to the Easterly line of said Lot 2; thence S $4^{\circ} 50' 03''$ W, along said Easterly line, 109.62 feet to the Southerly line of said Lot 2; thence N $84^{\circ} 53' 22''$ W, along said Southerly line, 114.92 feet to the Easterly line said Lot 2; thence N $11^{\circ} 09' 09''$ E, along said Easterly line, 11.12 feet to the Southerly line of said Lot 2; thence N $78^{\circ} 50' 49''$ W, along said Southerly line, 6.47 feet to the Southeasterly line of said Lot 2; thence along said Southeasterly line and along the arc of a curve to the right having a chord bearing of S $20^{\circ} 42' 05''$ W and a chord distance of 135.76 feet and a radius of 409.72 feet; thence along said Southeasterly line and along the arc of a curve to the right having a chord bearing of S $35^{\circ} 54' 03''$ W and a chord distance of 80.73 feet and a radius of 460.50 feet; thence along the arc of a non-tangential curve to the left having a chord bearing of S $63^{\circ} 49' 27''$ W and a chord distance of 60.48 feet and a radius of 115.00 feet; thence along the arc of a curve to the right having a chord bearing of S $53^{\circ} 00' 21''$ W and a chord distance of 73.76 feet and a radius of 440.50 feet to the point of beginning, said parcel containing 1.915 acres.

PIN: Part of 291-2907-253-0622

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

Lot 4

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

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $5^{\circ} 23' 07''$ W, 1711.49 feet to the point of beginning;

Thence along the arc of a curve to the right having a chord bearing of S $61^{\circ} 32' 12''$ W and a chord distance of 57.40 feet and a radius of 440.50 feet; thence along the arc of a non-tangential curve to the left having a chord bearing of N $24^{\circ} 42' 38''$ W and a chord distance of 34.00 feet and a radius of 167.00 feet; thence along the arc of a non-tangential curve to the right having a chord bearing of S $67^{\circ} 11' 43''$ W and a chord distance of 27.30 feet and a radius of 406.50 feet to the Westerly line of said Lot 2; thence along said Westerly line and along the arc of a curve to the left having a chord bearing of N $32^{\circ} 58' 05''$ W and a chord distance of 4.44 feet and a radius of 140.00 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N $19^{\circ} 08' 18''$ W and a chord distance of 61.06 feet and a radius of 120.00 feet; thence N $4^{\circ} 24' 00''$ W, along said Westerly line, 278.84 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N $6^{\circ} 18' 00''$ E and a chord distance of 37.13 feet and a radius of 100.00 feet; thence N $17^{\circ} 00' 00''$ E, along said Westerly line, 28.66 feet; thence S $85^{\circ} 06' 38''$ E, 103.87 feet; thence S $4^{\circ} 53' 30''$ W, 296.41 feet; thence along the arc of a curve to the left having a chord bearing of S $14^{\circ} 03' 31''$ E and a chord distance of 44.16 feet and a radius of 68.00 feet; thence S $33^{\circ} 00' 23''$ E, 59.23 feet to the point of beginning, said parcel containing 0.852 acres.

PIN: Part of 291-2907-253-0622

[End of South Zone Lots]

EXHIBIT D

NET SQUARE FOOTAGE AND OWNERSHIP UNITS OF LOTS

North Zone Lots

<u>Lot</u>	<u>Acreage</u>	<u>Units (% of total)</u>	<u>% of Zone</u>
Lot 5	0.884 acres	12.6 Units (12.6%)	37.7% of North Zone
Lot 6	0.570 acres	8.1 Units (8.1%)	24.3% of North Zone
Lot 7	0.471 acres	6.7 Units (6.7%)	20.1% of North Zone
Lot 8	0.420 acres	6.0 Units (6.0%)	17.9% of North Zone
Totals:	2.346 acres	33.5 Units (33.5%)	100%

South Zone Lots

<u>Lot</u>	<u>Acreage</u>	<u>Units (% of total)</u>	<u>% of Zone</u>
Lot 1	0.781 acres	11.1 Units (11.1%)	16.7 % of South Zone
Lot 2	1.115 acres	15.9 Units (15.9%)	23.9 % of South Zone
Lot 3	1.915 acres	27.3 Units (27.3%)	41.1 % of South Zone
Lot 4	0.852 acres	12.2 Units (12.2%)	18.3 % of South Zone
Totals:	4.663 acres	66.5 Units (66.5%)	100%

Lot Totals (both zones): 7.009 acres; 100.0 Units

EXHIBIT E

NON-EXCLUSIVE LIST OF REGULAR ASSESSMENT ACTIVITIES

1. Maintenance, repair, and replacement of the River's Edge Trail, connecting sidewalks, and other common park features and elements in the other Common Areas.
2. Landscaping maintenance and plantings replacement along the River's Edge Trail and shoreline areas.
3. Trash removal in the public refuse cans.
4. Snow removal in the Common Areas, including the River's Edge Trail and connecting sidewalks, and other pedestrian and recreational trails and sidewalks, but excluding parking areas and associated drives.

EXHIBIT F

NON-EXCLUSIVE LIST OF ZONE SPECIFIC ASSESSMENTS

North Zone:

1. Landscaping of Common Areas within the North Zone (other than the River's Edge Trail and shoreline areas), including maintenance of turf and plantings replacement.
2. North Zone Common Area parking lot maintenance, repair, and replacement, including snow removal for the parking lot and associated drives.
3. Maintenance, repair, and replacement of common refuse collection areas, if any, serving the North Zone (including dumpster rental service charges).
4. Maintenance, repair, and replacement of North Zone storm water improvements.

South Zone:

1. Landscaping of Common Areas within the South Zone (other than the River's Edge Trail and shoreline areas), including maintenance of turf and plantings replacement.
2. South Zone Common Area parking lot maintenance, repair, and replacement, including snow removal for the parking lot and associated drives. Provided, however, that such costs shall be Zone Specific Assessments only be to the extent that such parking lot(s) are for shared use of the South Zone Lots and not reserved for specific Lots.
3. Maintenance, repair, and replacement of common refuse collection areas, if any, serving the South Zone (including dumpster rental service charges).
4. Maintenance, repair, and replacement of South Zone storm water improvements.

RESOLUTION OF THE FINANCE COMMITTEE

Approving Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront

Committee Action: **Approved 5-0**

Fiscal Impact:

File Number: **20-0826**

Date Introduced: **August 25, 2020**

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒	No ☐	
	<i>Included in Budget:</i>	Yes ☐	No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐	No ☐	<i>Amount:</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</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐	No ☐	<i>Amount:</i>
	<i>TID Source: Increment: Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>			

RESOLUTION

WHEREAS, the City of Wausau ("Declarant") is the owner of certain real property ("Property") designated as numbered lots within the North Zone and South Zone on the attached Exhibit Map, situated between North River Drive and the Wisconsin River to the west; and

WHEREAS, for the general orderly improvement, development and use of the Property, the Declarant intends to establish and impose certain covenants, conditions and restrictions upon the Property and create easements; and

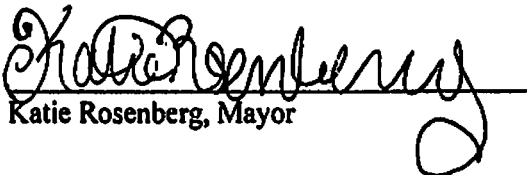
WHEREAS, the Declarant therein declares that the Property shall be held, sold, leased, used, conveyed, subdivided, platted, mortgaged, encumbered, occupied and improved subject to the attached Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront, which includes, but is not limited to:

- Assessments (regular, reimbursement, capital improvement, zone specific) for the purpose of enhancing, maintaining and protecting the desirability, attractiveness and safety of the Property; improving and maintaining the designated common areas; reimbursing Declarant for costs incurred in bringing an owner/lessee into compliance; and for the common good and benefit of the Property:
 1. Maintenance, repair and replacement of the River's Edge Trail, connecting sidewalks, and other common park features and elements;

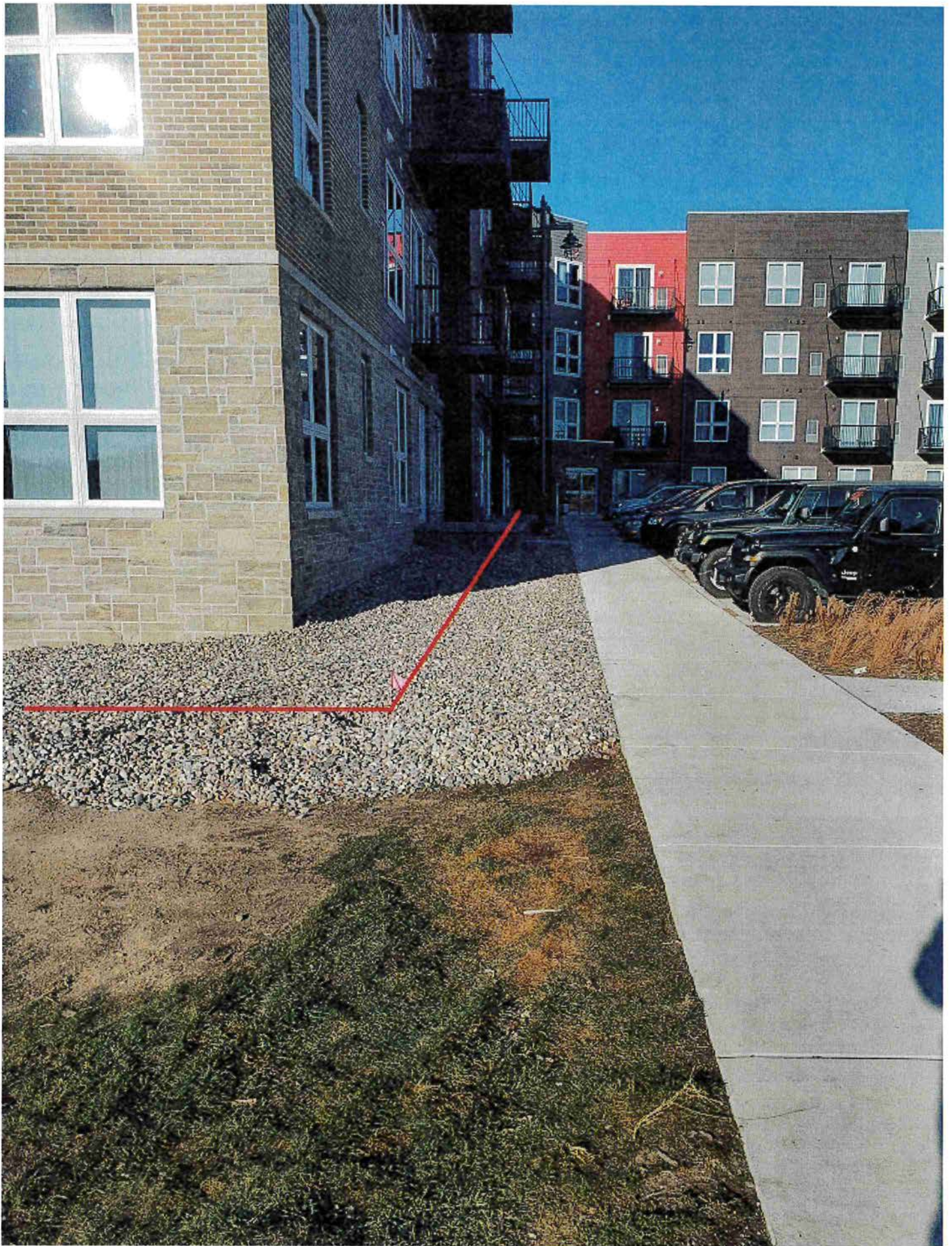
2. Landscaping maintenance and plantings replacement along the trail and shoreline areas;
 3. Maintenance, repair and replacement of common refuse collection areas and trash removal in public refuse cans;
 4. Parking lot maintenance, repair and replacement, including snow removal;
 5. Snow removal in common areas, including the River's Edge Trail and connecting sidewalks, including other pedestrian and recreational trails and sidewalks;
 6. Maintenance, repair and replacement of storm water improvements.
- Easements:
 1. Common areas and for ingress and egress over lots for installation, repair, reconstruction, restoration, replacement, landscaping and maintenance of the common areas;
 2. Vehicular and pedestrian ingress and egress across all roadways and common areas;
 3. Location, installation and maintenance of utilities;
 4. Cross Parking across all common areas for vehicular parking use.
 - Regulation and Maintenance of Improvements and Lots
 - Development Standards
 - Use Restrictions

NOW THEREFORE BE IT RESOLVED that the Common Council hereby approves the attached Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront and authorizes and directs the proper City officials to execute the Declarations.

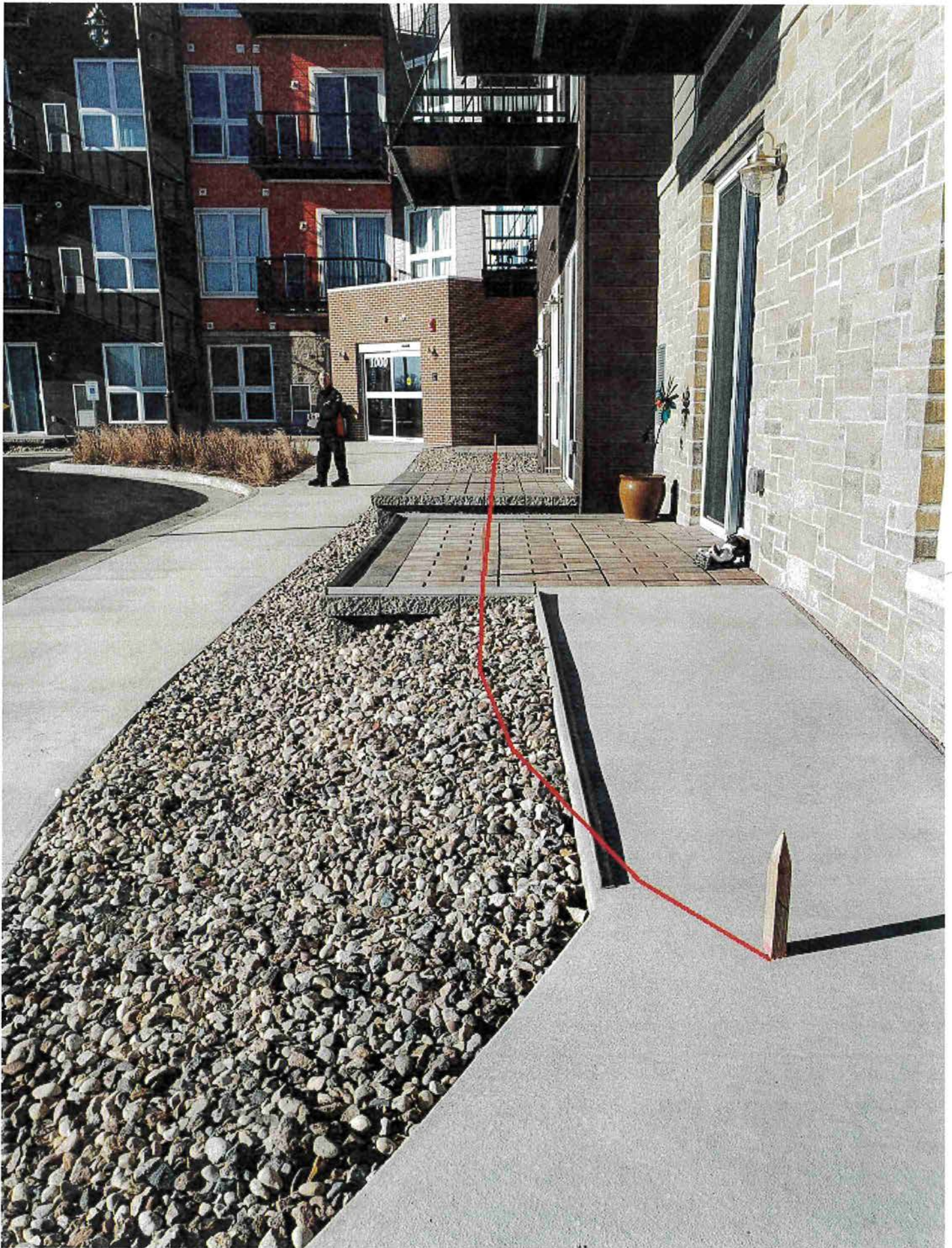
Approved:


Katie Rosenberg, Mayor









RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the write off of certain uncollectible delinquent personal property tax accounts from the City's accounting records

Committee Action: Approved 5-0

Fiscal Impact: \$16,440.47 with \$10,457.1 charged back for a net of \$5,983.37

File Number: 03-0306

Date Introduced: March 23, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Bad Debt Expense</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$5,983.37</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>		

WHEREAS the City of Wausau has an ongoing program for the collection of delinquent personal property taxes, however there are always some personal property taxes which are uncollectible due to various reasons and

WHEREAS, there is always a continuous effort to recover delinquent personal property taxes, and

WHEREAS, the Finance Committee has reviewed the list of 2019 delinquent personal property taxes on Attachment A and recommends the write off **and** charge back of these taxes as provided within the State of Wisconsin Statutes, Now Therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City Official(s) be and are hereby authorized and directed to write off the delinquent personal property taxes as outlined on Attachment A, from the Tax Adjustment account #110-25097410 in order to provide sound financial management.

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the proper City Official(s) be and are hereby authorized and directed to charge back to the appropriate governmental entities their share of these delinquent personal property taxes as outlined on Attachment A.

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the list of delinquent personal property taxes be entered into the minutes and published in the newspaper.

Approved:

Katie Rosenberg, Mayor

2019 Personal Property List

29100000018018	Bankruptcy	Shopko	8,170.40
29100000018595	Bankruptcy	Things Remembered Inc	414.98
29100000001074	Out of Business	Aesthetics By Amy	26.95
29100000001497	Out of Business	Am Telepsychiatry	102.40
29100000001738	Out of Business	Ascend it	167.08
29100000002281	Out of Business	Beautiful	194.02
29100000002970	Out of Business	Byline Bank	18.86
29100000003058	Out of Business	Candy Shop Vapor & Glass	97.01
29100000004973	Out of Business	Easy Living Management	94.31
29100000005991	Out of Business	Ella Bay Transport LLC	10.76
29100000006133	Out of Business	Fermanich, Bruce	26.95
29100000006377	Out of Business	First Business Bank	37.72
29100000009180	Out of Business	Ignite	13.47
29100000009196	Out of Business	2510 Café	13.47
29100000010020	Out of Business	J Gumbo's	1,280.00
29100000010411	Out of Business	Jenny's Family Restaurant	37.72
29100000013926	Out of Business	Mystic Massage	75.46
29100000014042	Out of Business	Nails by Paula	21.56
29100000016888	Out of Business	Professional Consulting Services	56.58
29100000016971	Out of Business	Kustom Auto & Repair	299.12
29100000017053	Out of Business	Reflexology Center	220.98
29100000017454	Out of Business	Safe Alert	91.61
29100000017525	Out of Business	Sawadee Thai Restaurant Inc	326.07
29100000017554	Out of Business	Schulz's Recycling Inc	1,266.51
29100000017753	Out of Business	Schulz's Recycling Inc	466.19
29100000017842	Out of Business	Sea Siren Tattoo	78.14
29100000017969	Out of Business	Shailly Yoga Studio	121.27
29100000017998	Out of Business	Shidell, Allen	619.79
29100000018350	Out of Business	Steppert, Rouland E	1,094.05
29100000019576	Out of Business	Wausau Metro Realty	970.09
29100000019661	Out of Business	Weiss Law Firm	26.95
29100000122822	Collection	Wausau MFG Group DiRevi	113.18
29100000020500	Collection	Zoomsystems	70.05
29100000019402	Collection	Wausau Engines, Inc	18.86
29100000015742	Collection	Outlook Investment Group	51.19
29100000013738	Collection	Mitch's Texas Tacos	83.54
29100000010177	Collection	JoJo's Online Sales	26.95
29100000006838	Collection	Frankie & Fletcher Mercantile	48.51
29100000005101	Collection	Eccentric Co. Emporium	78.14
29100000004767	Collection	Dorado Surfaces	37.72
29100000002551	Collection	Body Wisdom	13.47
29100000001087	Collection	Antoniewica, Darlene	40.42
29100000004061	Collection/PaymentPlan	Daly's	678.14
29100000008097	Collection/PaymentPlan	Hanuman Express	708.71
29100000001128	Pending Court Action	Amarmark HealthCare Tech	1,926.72
29100000001131	Pending Court Action	Aperturesque LLC	274.86
29100000001525	Pending Court Action	American Science & Technology	439.24
29100000002454	Pending Court Action	Biggby Coffee	1,180.29
29100000002586	Pending Court Action	Boost Mobile	231.74
29100000002688	Pending Court Action	BridgeStone Firestone America	970.09
29100000003021	Pending Court Action	Calhoun, Brenda	336.85
29100000003025	Pending Court Action	Campus Pub Inc	323.37
29100000003824	Pending Court Action	Country Coin & Collectibles	102.40
29100000004002	Pending Court Action	DFK Chartered	150.90
29100000004129	Pending Court Action	Daniels, Guy	129.35
29100000004652	Pending Court Action	Mutaz Cell, LLC	425.77
29100000005102	Pending Court Action	EC Blend Vap Shop	466.19
29100000007103	Pending Court Action	Gassner, Cheryl	107.79
29100000008020	Pending Court Action	Halo Salon	220.98
29100000010150	Pending Court Action	Jackman Law Firm	1,034.77
29100000014411	Pending Court Action	Nidus Holding Company LLC	1,293.46
29100000015602	Pending Court Action	Opa Gyros	150.90
29100000016771	Pending Court Action	Hydro Klean	4,874.74
29100000016881	Pending Court Action	Prometric LLC	369.18
29100000017092	Pending Court Action	Regner, Charles	269.47
29100000017928	Pending Court Action	715 Delivery	115.87
29100000018667	Pending Court Action	Terradea Salon/spa	258.69
29100000018668	Pending Court Action	Terradea Salon/spa at Island Place	56.58
29100000019581	Pending Court Action	Wausau Music Center	641.35

Chargeback \$16,440.4

34,760.90

RESOLUTION OF THE COMMON COUNCIL

Designating Public Depositories and Authorizing Withdrawal of County, City, Village, Town or School District Monies.

Committee Action: Pending

Fiscal Impact: None

File Number: 02-0435

Date Introduced: March 23, 2021

RESOLUTION

BE IT RESOLVED, that the hereinafter listed Banks, Savings & Loan Associations, Credit Unions and Investment Institutions (hereafter called "Financial Institutions") qualified as public depositories under Ch. 34, Wis. Stats., are hereby designated as depositories in which the funds of this Municipality may from time to time be deposited; that the following described account be opened and maintained in the name of this Municipality with the Financial Institutions subject to the rules and regulations of the Financial Institutions from time to time in effect, that the persons and the number thereof designated by title opposite the following designation of account is hereby authorized, for and on behalf of this Municipality, to sign order checks as provided in s.66.0607, Wis. Stats., for payment or withdrawal of money from said account and to issue instructions regarding the same, and to endorse for deposit, negotiation, collection or discount by Financial Institutions any and all checks, drafts, notes, bills, certificates of deposit or other instruments or orders for the payment of money owned or held by said Municipality; that the endorsement for deposit may be in writing, by stamp, or otherwise, with or without designation or signature of the person so endorsing; and that any officer, agent or employee of this Municipality is hereby authorized to make oral or written requests of the Financial Institutions for the transfer of funds of money between accounts maintained by this Municipality.

Financial Institutions:

Abbybank
Wausau, Wisconsin

Advantage Community Bank
Wausau, Wisconsin

Associated Bank Wausau
Wausau, Wisconsin

B C Ziegler & Co.
Wausau, Wisconsin

Chase Bank
Stevens Point, Wisconsin

Intercity State Bank
Wausau, Wisconsin

Cloverbelt Credit Union
Wausau, Wisconsin

Connexus Credit Union
Wausau, Wisconsin

CoVantage Credit Union
Wausau Wisconsin

Federated Investors
Boston, Massachusetts

Hometown Bank
109 Plaza Rd
Wautoma, WI 54982

Incredible Bank
Wausau, Wisconsin

Local Government Investment Pool
Madison, Wisconsin

BMO Financial Group
Wausau, Wisconsin

Marathon Savings Bank
Wausau Wisconsin

People's State Bank
Wausau, Wisconsin

Prevail Bank
Wausau, Wisconsin

Tower Credit Union
Wausau, Wisconsin

US Bank of Wausau
Wausau, Wisconsin

Wells Fargo
Minneapolis, Minnesota

Wood Trust Bank
Wausau, Wisconsin

State of Wisconsin Local Government Investment Pool and all public depositories as defined in Chapter 34, Wisconsin Statutes, located in the State of Wisconsin.

Name or Type
of Account
City of Wausau Funds

Number of
Signatures Required
Three

Facsimile Signatures:

Signatures and Titles
of Authorized Persons

Leslie M. Kremer, City Clerk

Katie Rosenberg, Mayor

Maryanne Groat, Finance Director/Treasurer

Emily Ley, Asst Finance Director

BE IT FURTHER RESOLVED, that the Financial Institutions be and are hereby authorized and directed to honor, certify, pay and charge to any of the accounts of this Municipality, all order checks for the payment, withdrawal or transfer of funds or money deposited in these accounts of the credit of this Municipality for whatever purpose or to whomever payable, including requests for conversion of such instruments into cash as well as for deduction from and payment of cash out of any deposit, and whether or not payable to, endorsed or negotiated by or for the credit of any persons signing such instrument or payable to or for the credit of any other officer agent or employee of this Municipality, when signed, accepted, endorsed or approved as evidenced by original or facsimile signature by the persons and the number thereof, designated by title opposite the designation of the accounts described in the foregoing resolution, and to honor any request(s) made in accordance with the foregoing resolution, whether written or oral, and including but not limited to, request(s) made by telephone or other electronic means, for the transfer of funds or money between accounts maintained by this Municipality at the Financial Institutions, and the Financial Institutions shall not be required or under any duty to inquire as to the circumstances of the issuance or use of any such instrument or request or the application or use of proceeds thereof.

BE IT FURTHER RESOLVED, that the Financial Institutions be and are hereby authorized to comply with any process, summons, order, injunction, execution, distraint, levy, lien, or notice of any kind (hereafter called "Process") received by or served upon the Financial Institutions, by which, in the Financial Institutions' opinion, another person or entity claims an interest in any of these accounts and the Financial Institutions may, at its option and without liability, thereupon refuse to honor orders to pay or withdraw sums from these accounts and may hold the balance therein until Process is disposed of to the Financial Institutions satisfaction.

BE IT FURTHER RESOLVED, that any one or more of the persons holding the offices of this Municipality designated above is/are hereby authorized (1) to receive for and on behalf of this Municipality, securities, currency or any other property of whatever nature held by, sent to, consigned to or delivered to the Financial Institutions for the account of or for delivery to this Municipality, and to give receipts therefore, and the Financial Institutions are hereby authorized to make delivery of such property in accordance herewith and (2) to sell, transfer, endorse for sale or otherwise authorize the sale or transfer of securities or any other property of whatever nature held by, sent to, consigned to or delivered to the Financial Institutions for the account of or for delivery to this Municipality, and to receive and/or apply the proceeds of any such sale to the credit of this Municipality in any such manner as he/she/they deem(s) proper, and the Financial Institutions are hereby authorized to make a sale or transfer of any of the aforementioned property in accordance herewith.

BE IT FURTHER RESOLVED, that the undersigned officer of this Municipality be and hereby is authorized and directed to certify to the Financial Institutions the foregoing resolutions, that the provisions thereof are in conformity with law and to provide the names and specimen signatures on signature cards, if requested of the persons authorized therein, and that the foregoing resolutions and signature cards and the authority thereby conferred shall remain in full force and effect until this Municipality notifies the Cashier of the Financial Institutions to the contrary in writing and the Financial Institutions may conclusively presume that such resolutions and signature cards are in effect and that the persons identified therein from time to time as officers of the Municipality have been duly elected or appointed to and continue to hold such offices.

This is to Certify, that the foregoing is a true and correct copy of a resolution duly and legally adopted by the governing body of the Municipality at an open legal meeting held on the ____ day of _____, 20____ and said resolution is now in full force and effect.

Signed and sealed this ____ day of _____, 20____

SEAL

Leslie M. Kremer, City Clerk

The undersigned member of the governing body not authorized to sign order checks certifies that the foregoing is a correct copy of a resolution passed as therein set forth.

Council President

Approved:

Katie Rosenberg, Mayor



TO: FINANCE COMMITTEE
FROM: MARYANNE GROAT
DATE: March 18, 2021
RE: Project Fund Reallocation

Townline Road and 1st Avenue were two large street projects constructed under State Municipal Agreements with the DOT. While these projects were constructed in 2019 billing DOT billing is slow and bills continue to trickle in. The Townline project is over budget while the 1st Avenue Project is under budget. The City's 1st Avenue project had a contingency component which is contributing to the surplus. One cause for the Townline shortfall is that our budget did not contain a provision for the railroad crossing. Both of these projects were funded with the proceeds from the 2019A notes. The 1st Avenue project was funded by TID 6 and TID 8. Funds were spent out of TID 6 first since its expenditure period was ending.

Pond D is another project done in partnership with the State of Wisconsin. When the I-39 exchange was constructed the City committed to reconstructing a stormwater pond. The State paid the city \$304,491 in 2016 to offset the construction costs. The city bid the project and constructed the pond in 2020. The project experienced some complications due to the high water table which is creating problems with the liner. A change order to address the liner issues was approved by the Board of Public Works. This will result in project overages.

The proposed funding realignment will move debt proceeds from 1st Avenue within TID #8 to the Capital Projects Fund to finance the project deficits for Townline and Pond D. With the shift of funding the debt service fund would retire these proceeds rather than TID 8. The proposed change provides a small contingency in each project for any final DOT billing or other issues experienced with the storm pond project.

			Townline Road Project	1st Avenue Project	Pond D
Budget			\$ 2,449,977.00	\$ 4,286,000.00	304,941.00
<i>Proposed Reallocation</i>			<i>285,000.00</i>	<i>(385,000.00)</i>	<i>100,000.00</i>
Revised Budget			2,734,977.00	3,901,000.00	404,941.00
Expenses:					
Streets/Storm/Lighting			2,569,970.82	3,730,566.99	378,496.00
Railroad Crossing			113,738.08	107,184.36	
Total			2,683,708.90	3,837,751.35	378,496.00
Balance			51,268.10	63,248.65	26,445.00

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2020 budget modification and reallocate project funds

Committee Action: Approved

Fiscal Impact: No additional funding required

File Number: 19-1109

Date Introduced:

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: TID 8 2019A proceeds</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$385,000</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</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

WHEREAS, the City entered into contracts with the State of Wisconsin for the reconstruction of Townline Road and 1st Avenue; and

WHEREAS, the city also partnered with the State on the development of Detention Pond D whereby the state provided funding for the project that the city administered; and

WHEREAS, these project budgets require realignment to reflect project costs; and

WHEREAS, the DOT 1st Avenue project was funded through Tax Increment District Number 8, and

WHEREAS, the 2019A debt issue funded both Townline Road, 1st Avenue, street and stormwater projects; and

WHEREAS, your Finance Committee has reviewed and recommends a budget modification to realign the budget.

INCREASE

150-236198250	Stormsewer	Pond D Expenses	100,000.00
150-231598748	Street Improvements	Townline	285,000.00

DECREASE

146-348398230	Street Improvements	1st Avenue	(385,000.00)
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NOW, THEREFORE, BE IT RESOLVED, that the proper city officials modify the budget as presented above

BE IT FURTHER RESOLVED, \$385,000 of the 2019A debt retirement will be reallocated from TID #8 to the Capital Projects Fund and the debt retirement related to this reallocation will be financed by the Debt Service Fund.

Approved:

Katie Rosenberg, Mayor



TO: FINANCE COMMITTEE
FROM: MARYANNE GROAT
DATE: March 18, 2021
RE: Fire Station Budget

The Fire Station construction is generally complete. There is one last retainage payment outstanding. Below is a summary of the project costs versus budget. There are sufficient budget overages in various capital projects to cover the budget overrun.

STATION 2 CONSTRUCTION			
	Budget	Actual	Variance
Access Control	26,280	29,015	(2,735)
Architect	325,444	352,461	(27,017)
Alerting System	50,000	99,711	(49,711)
Building and Contingency	4,506,655	4,494,783	11,872
Construction Management	342,567	334,281	8,286
Furnishings	65,247	64,590	657
Fiber Installation	47,852	13,605	34,247
Lockers	7,000	8,979	(1,979)
Road Access	75,000	28,153	46,847
Kitchen	13,563	27,420	(13,857)
Laundry	18,000	17,811	189
AV	2,797	11,778	(8,981)
Communication	-	24,750	(24,750)
Air Compressor SCBA	36,200	38,318	(2,118)
Utility Install	7,500	35,784	(28,284)
Vacuum	650	716	(66)
Exercise Equipment	10,000	26,939	(16,939)
	5,534,755	5,609,094	(74,339)



131 W. Wilson St., Suite 505
Madison, Wisconsin 53703
phone (608) 267-2380; (800) 991-5502
fax: (608) 267-0645
league@lwm-info.org; www.lwm-info.org

March 17, 2021

Robert S. Fairweather
Acting Director
Office of Management and Budget
1650 Pennsylvania Avenue NW
Washington, DC 20504

Dominic Mancini
Deputy Administrator
Office of Information and Regulatory Affairs
757 17th Street NW
Washington, DC 20504

RE: Unintended Consequences of the Proposed Changes to the 2010 Standards for Delineating Metropolitan and Micropolitan Statistical Areas [Docket ID No. OMB-2021-0001]

Dear Acting Director Fairweather and Deputy Administrator Mancini:

The League of Wisconsin Municipalities, representing over 600 cities and villages and their elected leaders, urges you to reconsider the recommendations from the Metropolitan and Micropolitan Statistical Area Standards Review Committee which modify the 2010 Standards for Delineating Metropolitan and Micropolitan Statistical Areas. While it is reasonable that “*OMB does not take into account or attempt to anticipate any public or private sector nonstatistical uses that may be made of the delineations and that these areas are not designed to serve as a general-purpose geographic framework applicable for nonstatistical activities or for use in program funding formulas,*” it is extremely important to a number of Wisconsin cities that the Office of Management and Budget fully understands the unintended consequences that this recommendation would have on local communities, most of which are determining how to rebound and rebuild their economies after a lengthy national pandemic.

When deliberating the costs and benefits of implementing the recommendations from the Metropolitan Standards Review Committee, please consider the following elements impacting Wisconsin cities:

1. First, the reclassification from Metropolitan to Micropolitan could impact cities in the investment arena. Companies looking at desirable places to locate often look to MSAs. Therefore, the loss of this status, could have impacts on attracting new businesses to a city. This impact will be intensified as communities recover and rebuild their local economies. How can Congress and President Biden move to provide needed relief directly to municipalities and then allow the removal of a critical economic development tool used to attract new business right on the heels of a pandemic and subsequent recovery? As a ‘nonstatistical use’ this unintended consequence seems to heavily outweigh any benefit derived from the redesignation.
2. In addition, we have heard that there is a strong possibility that municipal hospitals might receive lower reimbursement rates from Health and Human Services (HHS) if they are no longer in an

YOUR VOICE. YOUR WISCONSIN.

MSA. Again, our health care industry, especially hospitals caring for our most fragile citizens, will be dealt another blow immediately following the vaccine distribution gaining momentum and the industry beginning to recover. Not to mention, reduced reimbursement rates would be a long-term impact of the statistical designation that our health care industry in impacted communities has not had time to financially plan and prepare to accommodate.

3. Finally, several cities, including Fond Du Lac, Janesville, Oshkosh, Sheboygan, and Wausau in Wisconsin, have concerns that they might lose their eligibility for Community Development Block Grant (CDBG) funds. According to the National Community Development Organization, this recommended redesignation would result in communities becoming ineligible for CDBG funding.

Several of our local elected leaders have used CDBG funds for improving housing, affordable housing accessibility, public facility improvements in low-income areas, assistance to non-profits working with very low-income clientele, and job creation just to name a few. The work that communities can accomplish using CDBG funding should be supported as it elevates neighborhoods. The ability for these communities to compete for critical funding should not end as the result of an ill-advised statistical determination.

It is noteworthy that the American Rescue Plan just required direct payments to municipalities above 50,000 in population to be calculated using the CDBG formula which links to the Metropolitan Statistical Area determinations. Whether the Office of Management and Budget condones the practice, the MSA designations have a much greater impact on municipalities than mere statistical information generation. The MSA is used as a general-purpose geographic framework applied for nonstatistical activities and utilized in program funding formulas. Please keep that in mind as you deliberate.

Thank you for considering our thoughts and recommendations as you review the recommended modification to the Metropolitan Statistical Area. We strongly urge you to continue to utilize the current population parameters for determining MSA's. If you have questions or need more information about Wisconsin cities and villages, please contact Curt Witynski, League Deputy Executive Director, at 608-354-3003 or witynski@lwm-info.org or Toni Herkert, Director of Government Affairs, at therkert@lwm-info.org

Sincerely,

A handwritten signature in dark ink, appearing to read "Jerry Deschane", with a long, sweeping horizontal line extending to the right.

Jerry Deschane,
Executive Director
League of Wisconsin Municipalities