



OFFICIAL NOTICE AND AGENDA

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

Notice is hereby given that the CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE of the City of Wausau, Wisconsin will hold a regular or special meeting on the date, time and location shown below.

Meeting of the:	CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE OF THE CITY OF WAUSAU
Date/Time:	Thursday, February 10, 2022 at 5:15 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - COUNCIL CHAMBERS
Members:	Lisa Rasmussen (C), Lou Larson, Tom Neal, Debra Ryan, Jim Wadinski

AGENDA ITEMS FOR CONSIDERATION

1. Approval of minutes of the January 13, 2022 meeting.
2. Discussion and possible action on Preliminary Resolution to hold a public hearing to vacate excess right-of-way located on the east side of 17th Avenue, abutting the west property line of 1607 Chellis Street, the south property line of 1427 Lake Street, and a portion of the south property line of 1425 Lake Street.
3. Discussion and possible action on Alexander Davis Preliminary Plat (former Wausau Center Mall site).

Adjournment

LISA RASMUSSEN - Committee Chair

This meeting is being held in person and/or via teleconference (all public participants' phones will be muted during the meeting) by **calling 1-408-418-9388. The Access Code is: 2488 918 7269 The Password is: 021022**

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://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 lori.wunsch@ci.wausau.wi.us with "CISM 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 transmitted to the Daily Herald newsroom on 02/04/22 @ 10:30 a.m. Questions regarding this agenda may be directed to the Engineering Department at (715) 261-6740.

It is possible that members of and possibly a quorum of the Common Council and/or members of and possibly a quorum of other committees of the Common Council of the City of Wausau may be in attendance at this meeting to gather information. No action will be taken by any such groups at this meeting other than the committee specifically referred to in this notice.

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.

Distribution List: City Website, Media, Committee Members, Mayor, Council Members, Assessor, Attorney, City Clerk, Community Development, Engineering, Finance, Inspections, Park Dept., Planning, Public Works, County Planning, Police Department, Wausau School District, Becher Hoppe Associates, REI, Judy Bayba, Scholfield Group, Clark Dietz, Inc., Brown and Caldwell.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: January 13, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Lou Larson, Tom Neal, James Wadinski
(Deb Ryan joined by WebEx at 5:26 pm and listened in)

Also Present: Mayor Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Dustin Kraege, Lori Wunsch
By WebEx: Cord Buckner

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

Noting the presence of a quorum, at approximately 5:15 p.m. Chair Rasmussen called the meeting to order.

Presentation and discussion of Director's Report

There were no questions on the Director's Report.

CONSENT AGENDA

- A. Approve minutes of the December 9, 2021 meeting**
 - B. Action on Easement with Academic Enterprise LLC for sanitary sewer and forcemain at 3400 McIntosh Street, 3455 Franklin Street, and 3800 McIntosh Street**
 - C. Action on Easement with Academic Enterprise LLC for sanitary sewer, forcemain, and watermain at 3400 McIntosh Street and 3455 Franklin Street**
 - D. Action on Preliminary Resolution to vacate and discontinue the alley lying north of 410 North 6th Avenue between Oak Street, Cedar Street, 6th Avenue and 7th Avenue**
-

Larson asked to remove Item D from the consent agenda. Neal moved to approve Items A through C of the consent agenda. Larson seconded and the motion carried 4-0.

Regarding Item D, Larson believes this was the alley Alder Watson brought forward and wanted as a one-way at first. He feels vacating is better and does not feel having it one-way would solve the problem. He asked if when the alley is vacated, would the City put up some kind of barricade so traffic could not flow through. Lindman explained the City does not do that. It becomes private property, and the homeowners would become responsible.

Rasmussen asked if the curb cut would be removed in the spring. Lindman stated the City typically does not do that. The alley entrance would probably not be removed until the street is reconstructed. Larson asked if the property owners would be notified by letter that it is their responsibility to barricade the alley. Lindman indicated the City would not as it becomes private property.

Larson moved to approve Item D of the consent agenda. Neal seconded and the motion carried 4-0.

Per Rasmussen, hopefully homeowners will make it clear when the alley is vacated. If it becomes a problem, we can network with Alder Watson.

Public Hearing: Vacating and discontinuing the unpaved alley bounded by Bertha Street, Lake View Drive, Mount View Boulevard, and Elmwood Boulevard

Rasmussen opened the public hearing and asked those in attendance wishing to speak to come forward and state their name and address.

Christine Schneck, 2505 Mount View Boulevard, has lived at this property for 3½ years. She and her dog enjoy the back alley, which the public also uses to walk dogs. She understands access is still needed for WPS. She understands on paper the vacation would give 6' at the back of the properties but would like to know the benefits either way. Wesolowski stated the alley does have a sanitary sewer located in it. Property owners would not be

able to build structures or anything permanent within the easement area. In essence the alley would look the same as it does now.

Rasmussen asked if the alley is grass and Wesolowski confirmed. Traffic does not drive through it. Rasmussen stated the number one benefit of vacation is traffic would stop using it. Wesolowski added that if an alley does not have utilities, people could build within the vacated area. Because of the utilities in this alley, it would not function much differently than it does now. Rasmussen stated foot traffic should stop once the alley becomes private property. Rasmussen noted that all but one property owner along the alley signed the petition.

There were no further comments, and the public hearing was closed.

Discussion and possible action on vacating and discontinuing the unpaved alley bounded by Bertha Street, Lake View Drive, Mount View Boulevard, and Elmwood Boulevard

Rasmussen said 9 of the 10 homeowners have requested the vacation. With utilities in the alley right-of-way, Wadinski would be inclined not to vacate. However, with the number of signatures he agrees with vacation. Neal believes all the residents that about the alley are told about need for utility access. Whatever the limitations are should be made known to them.

Larson moved to approve vacating and discontinuing the unpaved alley bounded by Bertha Street, Lake View Drive, Mount View Boulevard, and Elmwood Boulevard. Wadinski seconded and the motion carried 4-0.

Public Hearing: Creation of Assessor's Plat for 901 Townline Road, 1309 Torney Avenue, 1315 Torney Avenue, and 1321 Torney Avenue

Rasmussen noted this plat is to straighten out lot lines. She opened the public hearing and asked those in attendance wishing to speak to come forward and state their name and address.

Danny Weith, 1309 Torney Avenue, is trying to understand when the lot lines changed. About 8 years ago he obtained a permit to redo his garage. With the way the yellow lines are shown on the map, his garage would be considered his neighbor's property. He asked how the lines changed without notification. Wesolowski stated the lines did not change and perhaps Inspections was unaware of the lot line issue when his permit was issued. Weith stated the red lines are where stakes were until sidewalk work was done. When concrete work was completed, the stakes were removed and were not replaced.

Wesolowski stated what the County has on record is the way the yellow lines are on the map. This plat redefines the property lines and places them where they essentially should be. This would give the City Surveyor the right to do the work and present the Assessor's Plat to the property owners.

Ann Czyzewski, 1315 Torney Ave, learned about this issue when she tried to get a permit to replace her fence in 2015. Inspections would not give her a permit and she was told to hire a surveyor. She learned she was not the only one in this situation. It would have been useful to know who to go to within the City with this problem. She did not pursue a surveyor because it involved 4 properties. She asked that Inspections be informed to refer these issues to the correct person within the City rather than suggesting a private surveyor.

There were no further comments, and the public hearing was closed.

Discussion and possible action on creation of Assessor's Plat for 901 Townline Road, 1309 Torney Avenue, 1315 Torney Avenue, and 1321 Torney Avenue

It could be a perspective when looking at the map, but Neal asked if there was also an issue with the north/south line as it appears to go through buildings. Wesolowski indicated there is not an issue with the north/south line. The east/west lines are where the issues are. Regarding Inspections referring to a private surveyor, Wesolowski explained that if there is a dispute between individual lots, the City would not survey. In that scenario the owner

would have to hire a surveyor. In this situation where the plat is incorrect, the City will survey because there are several lots involved.

Neal moved to approve the creation of an Assessor's Plat for 901 Townline Road, 1309 Torney Avenue, 1315 Torney Avenue, and 1321 Torney Avenue. Larson seconded and the motion carried 4-0.

2022 Street Reconstruction Projects: Discuss public hearing results and make recommendation

The streets proposed for reconstruction in 2022 are Bugbee Avenue from Burek Avenue to the east termini, 4th Street from McClellan Street to Scott Street, and 4th Avenue from Bridge Street to Knox Street. Wesolowski stated there were no comments on special assessments at the public hearing. One question was regarding sidewalk on Bugbee, which staff is not proposing. Ordinarily Rasmussen is an advocate for installing sidewalk but in this instance there are few homes, the Water Plant is on the north side of the street and there is low traffic volume.

Larson moved to approve the 2022 Street Reconstruction Projects. Wadinski seconded and the motion carried 4-0.

2022 Alley Paving Projects: Discuss public hearing results and make recommendation

The alley proposed for paving is bounded by Cedar Street, Spruce Street, 9th Avenue and 10th Avenue. There was one comment at the public hearing regarding traffic concerns.

Neal moved to approve the 2022 Alley Paving Project. Larson seconded and the motion carried 4-0.

Discussion and possible action on Relocation Order for 72nd Avenue, Business Campus Trail Project

Niksich stated the design of the 72nd Avenue Trail is underway. Temporary limited easements would be required mainly for grading purposes. Filing a Relocation Order allows negotiations to begin with property owners. There would be 6 temporary easements, and 4 permanent for either stormwater pipe or the trail. The permanent easements are approximately 435 sq. ft.

Neal moved to approve the Relocation Order for 72nd Avenue, Business Campus Trail Project. Wadinski seconded and the motion carried 4-0.

Discussion and possible action on amending Section 23.06.06 Off-street parking and traffic circulation

Rasmussen explained this item comes from Plan Commission and the Airport Committee. When hanger owners are at the airport engaging in aviation activities, they park their vehicles out of the way on areas that are not paved. The airport property is looking for an exemption of parking on gravel while people are using their airplane.

Neal moved to approve. Larson seconded and the motion carried 4-0.

Neal mentioned a letter and petition received from Richard LeClair regarding making the alley between Stark and Steuben Streets and 5th and 6th Streets one-way. Neal would like to see this on a future agenda. Wesolowski noted that designation of one-ways and installing stop signs was designated to the City Engineer and would not have to come to committee. Wesolowski will look at the alley and contact LeClair.

Adjourn

Larson moved to adjourn the meeting. Wadinski seconded and the motion carried unanimously 4-0. Meeting adjourned at approximately 5:45 p.m.

AGENDA ITEM

Discussion and possible action on Preliminary Resolution to hold a public hearing to vacate excess right-of-way located on the east side of 17th Avenue, abutting the west property line of 1607 Chellis Street, the south property line of 1427 Lake Street, and a portion of the south property line of 1425 Lake Street

BACKGROUND

A developer approached the city in the summer of 2021 and wanted to construct townhomes on some vacant property at 1427 Lake St & 1601-1607 Chellis St. Due to the restricted access on 17th Ave the developer would need to acquire access to the proposed development off Chellis St through the 1427 Lake St property and then cross city ROW to access 1601-1607 Chellis St. The developer requested the city consider vacating a portion of the street ROW along 17th Ave in order to widen the developable area and to provide ownership for full rights and access off of Chellis St.

City staff prepared a map showing the proposed vacation and is attached in the packet. The vacated property will revert back to Marathon County, the previous owner. The County has, through committee, agreed to sell the property once they take ownership. The vacation of ROW in this instance allows access to two properties that are essentially landlocked and will allow this area to be developed to a higher use.

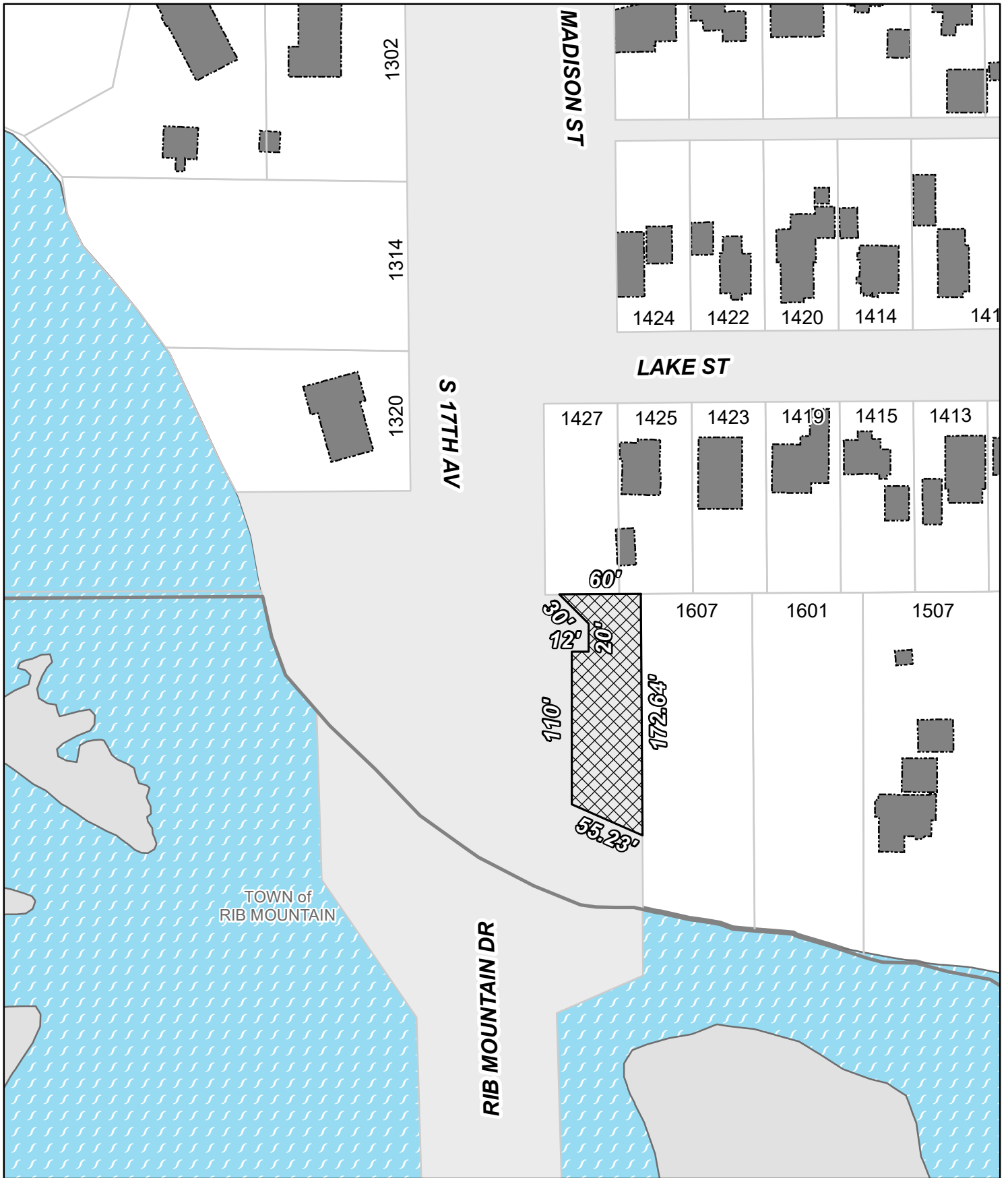
FISCAL IMPACT

Staff time to prepare documents and record parcel.

STAFF RECOMMENDATION

Staff recommends approving the vacation, this is excess ROW not needed for maintenance of the roadway.

Staff contact: Eric Lindman 715-261-6745



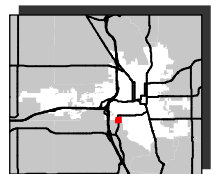
0 25 50 100 Feet
Map Date: January 19, 2022

CITY OF WAUSAU

Marathon County, Wisconsin

Legend

- Existing Building
- Existing Right-of-Way
- Proposed ROW Vacation
- Municipal Boundary





Marathon Technical Services LLC
404 Franklin
Suite 1
Wausau, WI 54403

Consulting Engineers
Municipal Infrastructure, Site Design and Commercial Building Design

Mr. James Griesbach
Marathon County Highway Department
1430 West Street
Wausau, WI 54401

RE: 1427 Lake Street, Wausau

Dear Mr. Griesbach,

We are representing Mr. Gizo Ujarmeli, Wausau Real Estate LLC, in regard to the development of his vacant parcel at 1427 Lake Street and two adjacent vacant parcels at 1601 and 1607 Chellis Street, of which he has an accepted offer to purchase. Mr. Ujarmeli proposes to develop townhomes on the parcels. The development would be aided by the addition of some surplus right of way to the west and south of these parcels, along the east side of the 17th Ave. roadway. A location map is attached showing the vacant parcels. Also attached is a sketch of a potential building location on the parcels.

As we understand the City of Wausau controls the right of way. We have had discussions with the City staff regarding the proposed development. They have drafted a map, attached, of an area that they would work with Mr. Ujarmeli on vacating. The City has determined that any vacated right of way would revert to the County.

We would request that the County, should the City vacate the parcel, affirm that they would dispose of the surplus property via their required process.

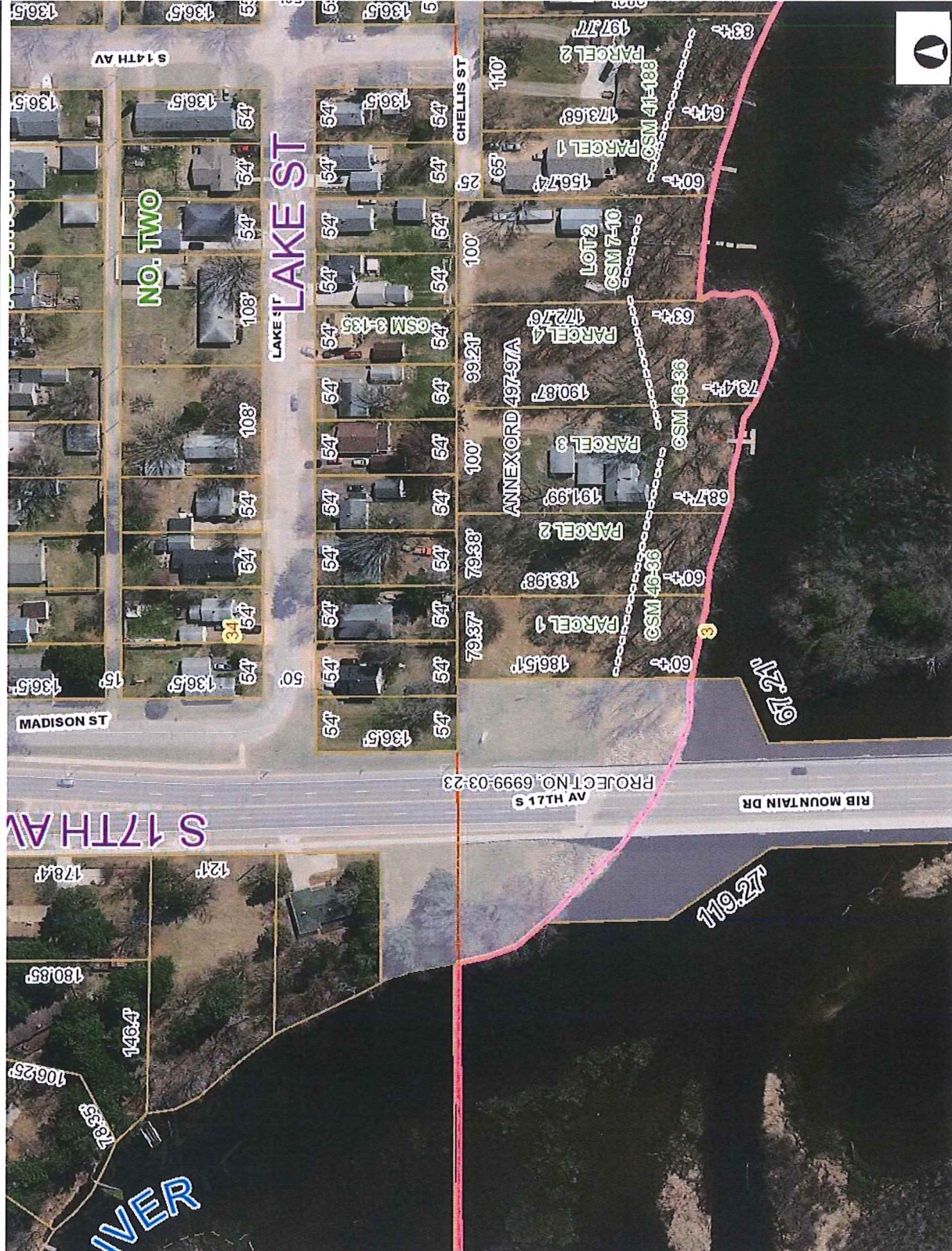
Please contact us if you have any questions.

Mark W. Thompson

CC: Eric Lindman
Gizo Ujarmeli
Nick Bancuk



Land Information Mapping System



71.81 0 71.81 Feet



NAD_1983_HARN_WISCRS_Marathon_County_Feet

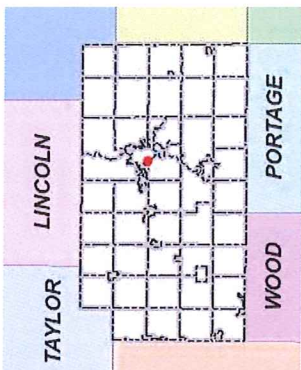
DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Legend

- Road Names
- Parcels
- Parcel Lot Lines
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Named Places
- Municipalities
- 2020 Orthos Countywide
- Red: Band_1
- Green: Band_2
- Blue: Band_3

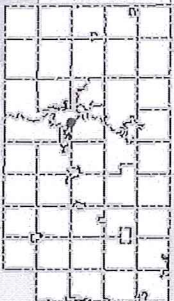




Land Information Mapping System

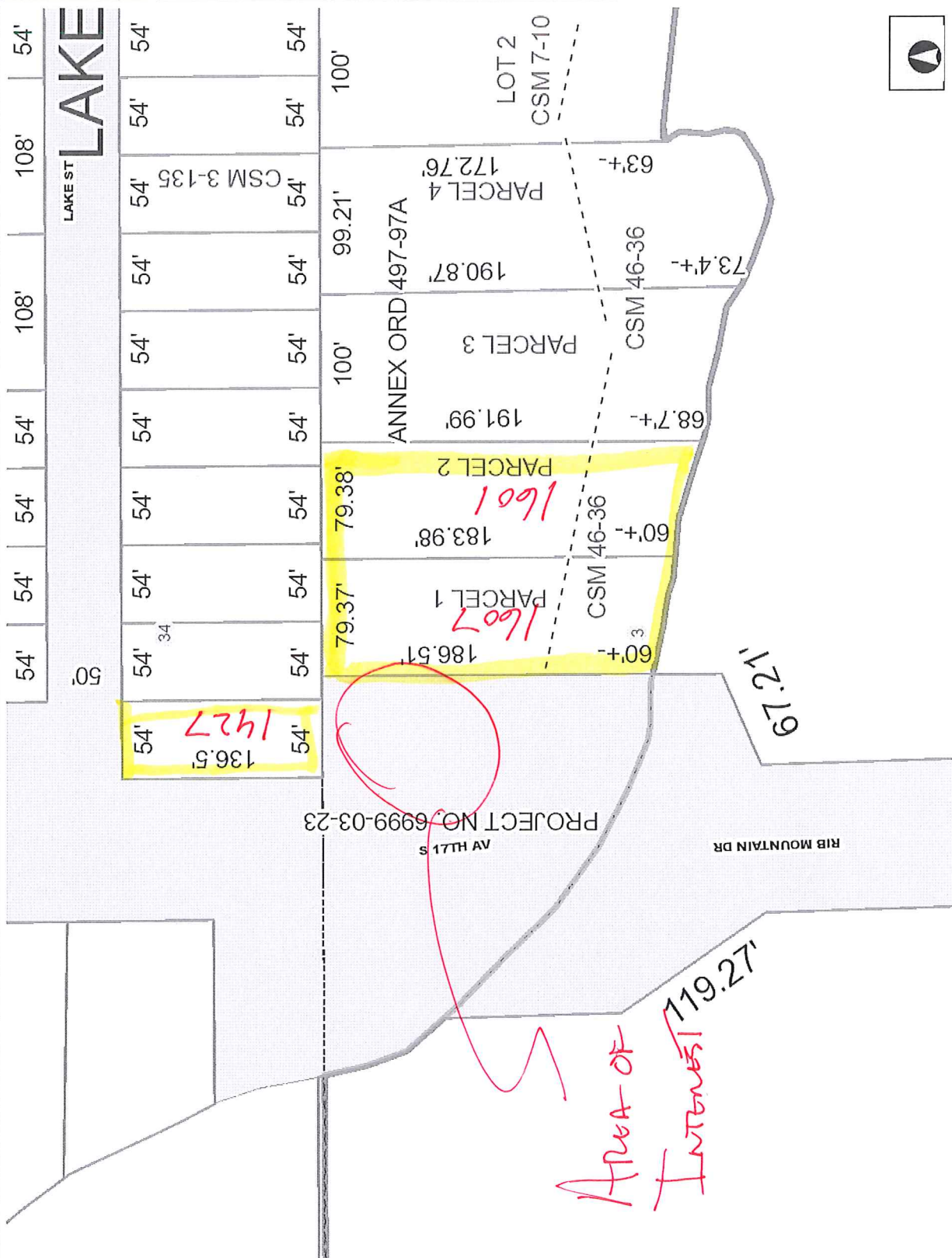
TAYLOR

LINCOLN



WOOD

PORTAGE



50.60 0 50.60 Feet



NAD_1983_HARN_WISCRS_Marathon_County_Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

- Road Names
- Parcels
- Parcel Lot Lines
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Named Places
- Municipalities

Notes

12-13-2024

S 17TH AV

201
201

201

1160

Figure 1

1186

1999

PARCEL 1

186381

66161

PARCEL 3

ANNEX B

九九

1992



+09

2009

$$182$$


WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON December 9, 2021 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Wausau Real Estate LLC

4 offers to purchase the Property known as 1601 & 1607 Chellis St

5 TAX PIN 291-2807-031-0949, 291-2807-031-0948

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7 attach as an addendum per line 686] in the City of Wausau

8 County of Marathon Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Seventy-Five Thousand

10 Dollars (\$ 75,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items:

13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following:

18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented
20 and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in
27 an addendum per line 686.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before December 10, 2021

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
35 Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on 12/30/2022 or sooner

37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
41 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
42 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money
43 transfer instructions.**

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically
48 or personally delivered within _____ days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____)

50 _____) **STRIKE THOSE NOT APPLICABLE**
51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an
53 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special
54 disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except:

80 _____ . If "Time is of the Essence" applies to a date or Deadline,
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated December 9, 2021 , which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and _____

99 _____
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.

179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a

181 lease agreement or an extension of credit from an electric cooperative.

182 ☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within 240 days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: Multi-unit Apartment Building. Zoning
252 Change from Residential To Multi Unit required through City of Wausau. Vacation and
253 Easement on adjacent city property requited.

254 [insert proposed use
255 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to
256 purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

256 xxx **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 CHECK

266 ALL THAT APPLY ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding
267 tank; ☐ other: _____

268 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 xxx **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: Vacation and Easement on adjacent city property requited.

274
275 xxx **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE:

277 ☒ electricity _____; ☒ gas _____; ☒ sewer _____;
278 ☒ water _____; ☒ telephone _____; ☒ cable _____;
279 ☐ other _____

280 xxx **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 xxx **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer/Seller) STRIKE ONE ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY ☒ rezoning; ☐ conditional use permit;
284 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within 240 days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____

293
294 STRIKE AND COMPLETE AS APPLICABLE Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
314 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
319 reported to the Wisconsin Department of Natural Resources.

320 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **■ RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.
344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 ☒ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
357 below, within 30 days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 60,000.00 for a term of not less than 15 years, amortized over not less than 15 years. Initial
359 monthly payments of principal and interest shall not exceed \$ 600.00. Buyer acknowledges that lender's

360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed n / a % ("0" if left blank) of the loan. If Buyer is using multiple loan

sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.

☒ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 3.750 %.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % ("2" if left blank) at the first adjustment and by not more than _____ % ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____ % ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or

(2) the Deadline for delivery of the loan commitment on line 357,

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) _____ [Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 ☐ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____ (name other contingencies, if any); and

447 (3) Any of the following checked below:

448 ☐ Proof of bridge loan financing.

449 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
450 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

451 Other: _____

452

453 _____
454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and _____

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

472 ☐ **xxx** The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.

475 ☐ Current assessment times current mill rate (current means as of the date of closing).

476 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478 ☐ _____

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
480 **substantially different than the amount used for proration especially in transactions involving new construction,**
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
482 **assessor regarding possible tax changes.**

483 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

495 _____
496 _____ (insert other allowable exceptions from title, if
497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
536 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

537 _____
538 _____ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If **Buyer defaults**, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If **Seller defaults**, Buyer may:

- 602 (1) sue for specific performance; or
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES**

651 Gizo Ujarmeli is principle in this transaction and is a licensed WI Real Estate
652 Broker. Buyer is purchasing property as an investment and may realize a profit from
653 subsequent resale.

654
655 All parties understand licensee Gizo Ujarmeli, serving as Real Estate agent in this
656 transaction with the consent of the Parties of the Offer, which is hereby acknowledged,
657 has an interest in the entity Wausau Real Estate, LLC

658
659 Line 357 to read: prior to closing.

660

661

662

663

664

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
 666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
 667 668-683.

668 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
 669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: SPITFIRE LLC

671 Name of Buyer's recipient for delivery, if any: GEM TEAM AMAXIMMO LLC / Gizo Ujarmeli

672 ☐ (2) **Fax**: fax transmission of the document or written notice to the following number:

673 Seller: () Buyer: ()

674 ☐ (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
 675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
 676 line 679 or 680.

677 ☒ (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
 678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller: 227223 CLIFFSIDE CT WAUSAU, WI 54401-8900

680 Address for Buyer: 101 Scott Street Wausau WI 54403

681 ☒ (5) **Email**: electronically transmitting the document or written notice to the email address.

682 Email Address for Seller: SPITFIRE LLC

683 Email Address for Buyer: GEM TEAM AMAXIMMO LLC / Gizo Ujarmeli

684 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
 685 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

686 ☒ **ADDENDA**: The attached Vacant Land Disclosure Report is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] G.Ujarmeli/E.Naschke-GEM TEAM

688 AMAXIMMO, First Class in Real Estate

689 (x) December 9, 2021
 690 Buyer's Signature ▲ Print Name Here ► Wausau Real Estate LLC Date ▲

691 (x) _____ Date ▲
 692 Buyer's Signature ▲ Print Name Here ► _____

693 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
 694 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
 695 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
 696 **COPY OF THIS OFFER.**

697 (x) John P. Kordus 12-13-21
 698 Seller's Signature ▲ Print Name Here ► _____ Date ▲

699 (x) _____ Date ▲
 700 Seller's Signature ▲ Print Name Here ► _____

701 This Offer was presented to Seller by [Licensee and Firm] Amaximmo - GEM Real Estate

702 Gizo Ujarmeli on December 9, 2021 at _____ a.m./p.m.

703 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

VACANT LAND DISCLOSURE REPORT

DISCLAIMER

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT 1601 & 1607 Chellis St
IN THE City
(CITY) (VILLAGE) (TOWN) OF Wausau, COUNTY OF Marathon
STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF December (MONTH) 9th (DAY), 2021 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate that does not include any buildings is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

B. ENVIRONMENTAL

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| B1. Are you aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property? | ☐ | ☒ | ☐ |
| B2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in soil, or other potentially hazardous or toxic substances on the property? | ☐ | ☒ | ☐ |
| B3. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property? | ☐ | ☒ | ☐ |
| B4. Are you aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems? | ☐ | ☒ | ☐ |
| B5. Are you aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties? | ☐ | ☒ | ☐ |
| B6. Are you aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program? | ☐ | ☒ | ☐ |
| B7. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

C. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| C1. Are you aware of underground storage tanks presently or previously on the property for storage of flammable or combustible liquids, including, but not limited to, gasoline or heating oil? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Wisconsin Department of Agriculture, Trade and Consumer Protection regulations may require the closure or removal of unused tanks.) | ☐ | ☒ | ☐ |
| C2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. | ☐ | ☒ | ☐ |
| C3. Are you aware of defects in a well on the property or a well that serves the property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see s. NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations? | ☐ | ☒ | ☐ |
| C4. Are you aware of a joint well serving this property? | ☐ | ☒ | ☐ |
| C5. Are you aware of a defect relating to a joint well serving this property? | ☐ | ☒ | ☐ |
| C6. Are you aware of defects in any septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? | ☐ | ☒ | ☐ |
| C7. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

- | | YES | NO | N/A |
|---|--------------------------|-------------------------------------|--------------------------|
| D1. Have you received notice of a property tax increase, other than normal annual increases, or are you aware of a pending property tax reassessment? | ☐ | ☒ | ☐ |
| D2. Are you aware of pending special assessments? | ☐ | ☒ | ☐ |
| D3. Are you aware of the property being located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district? | ☐ | ☒ | ☐ |
| D4. Are you aware of any land division involving the property for which required state or local permits were not obtained? | ☐ | ☒ | ☐ |
| D5. Are you aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence? | ☐ | ☒ | ☐ |
| D6. Are you aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property? | ☐ | ☒ | ☐ |
| D7. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

E. LAND USE

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| E1. Are you aware of the property being part of or subject to a subdivision homeowners' association? | ☐ | ☒ | ☐ |
| E2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others? | ☐ | ☒ | ☐ |
| E3. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area under local, state or federal law? | ☐ | ☒ | ☐ |
| E4. Are you aware of any zoning code violations with respect to the property? | ☐ | ☒ | ☐ |
| E5. Are you aware of nonconforming uses of the property?
A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance. | ☐ | ☒ | ☐ |
| E6. Are you aware of conservation easements on the property?
A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes. | ☐ | ☒ | ☐ |
| E7. Are you aware of restrictive covenants or deed restrictions on the property? | ☐ | ☒ | ☐ |
| E8. <i>Other than public rights of ways</i> , are you aware of nonowners having rights to use part of the property, including, but not limited to, <i>private</i> rights-of-way and easements other than recorded utility easements? | ☐ | ☒ | ☐ |
| E9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county? | ☐ | ☒ | ☐ |
| E10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486. | | | |
| a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)? | ☐ | ☒ | ☐ |
| b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2)) | ☐ | ☒ | ☐ |
| c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4)) | ☐ | ☒ | ☐ |

YES ☐ NO ☒ N/A ☐

- E11. Is all or part of the property subject to or in violation of a farmland preservation agreement?

Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit

https://datcp.wi.gov/Pages/Programs_Services/FPAgreements.aspx for more information.

- E12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?

- E13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)

- E14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property?

Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping.

Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses.

- E15. Are you aware there is not legal access to the property?

- E16. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See <http://dnr.wi.gov/topic/waterways> for more information.

- E16m. Are you aware of a written agreement affecting riparian rights related to the property?

- E16n. Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator?

Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132 (1) (b), may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway.

- E17. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information).

- E18. Are you aware of archeological artifacts, mineral rights, orchards, or endangered species on the property?

- E19. Are you aware of existing or abandoned manure storage facilities located on the property?

- E20. Are you aware that all or part of the property is enrolled in the managed forest land program?

The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit <http://dnr.wi.gov/topic/forestry.html>.

- E21. Explanation of "yes" responses _____

F. ADDITIONAL INFORMATION

YES ☐ NO ☒ N/A ☐

- F1. Are you aware of high voltage electric (100 kilo volts or greater) or steel natural gas transmission lines located on, but not directly serving, the property?

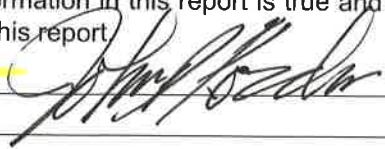
	YES	NO	N/A
F2. Are you aware of flooding, standing water, drainage problems, or other water problems on or affecting the property?	☐	☒	☐
F3. Are you aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide?	☐	☒	☐
F4. Are you aware of significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property?	☐	☒	☐
F5. Are you aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the property or neighboring property?	☐	☒	☐
F6. Utility Connections. Are you aware that the property is connected to the following utilities on the property or at the lot line? (If "yes," indicate where the utility is located.)	☐	☒	☐
a. Electricity _____	☐	☒	☐
b. Municipal water _____	☐	☒	☐
c. Telephone _____	☐	☒	☐
d. Cable television _____	☐	☒	☐
e. Natural gas _____	☐	☒	☐
f. Municipal sewer _____	☐	☒	☐
F7. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?	☐	☒	☐
F8. Are you aware of other defects affecting the property? Other defects may include items such as animal, reptile, or insect infestation; drainage easement or grading problems; excessive sliding; or any other defect or material condition.	☐	☒	☐
F9. Are you aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition?	☐	☒	☐
F9m. Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g. a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.) Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment In Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer.	☐	☒	☐
F10. The owner has owned the property for <u>20</u> years.			
F11. Explanation of "yes" responses _____			

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830.

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report

Owner  Date 12-17-21
 Owner _____ Date _____
 Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____

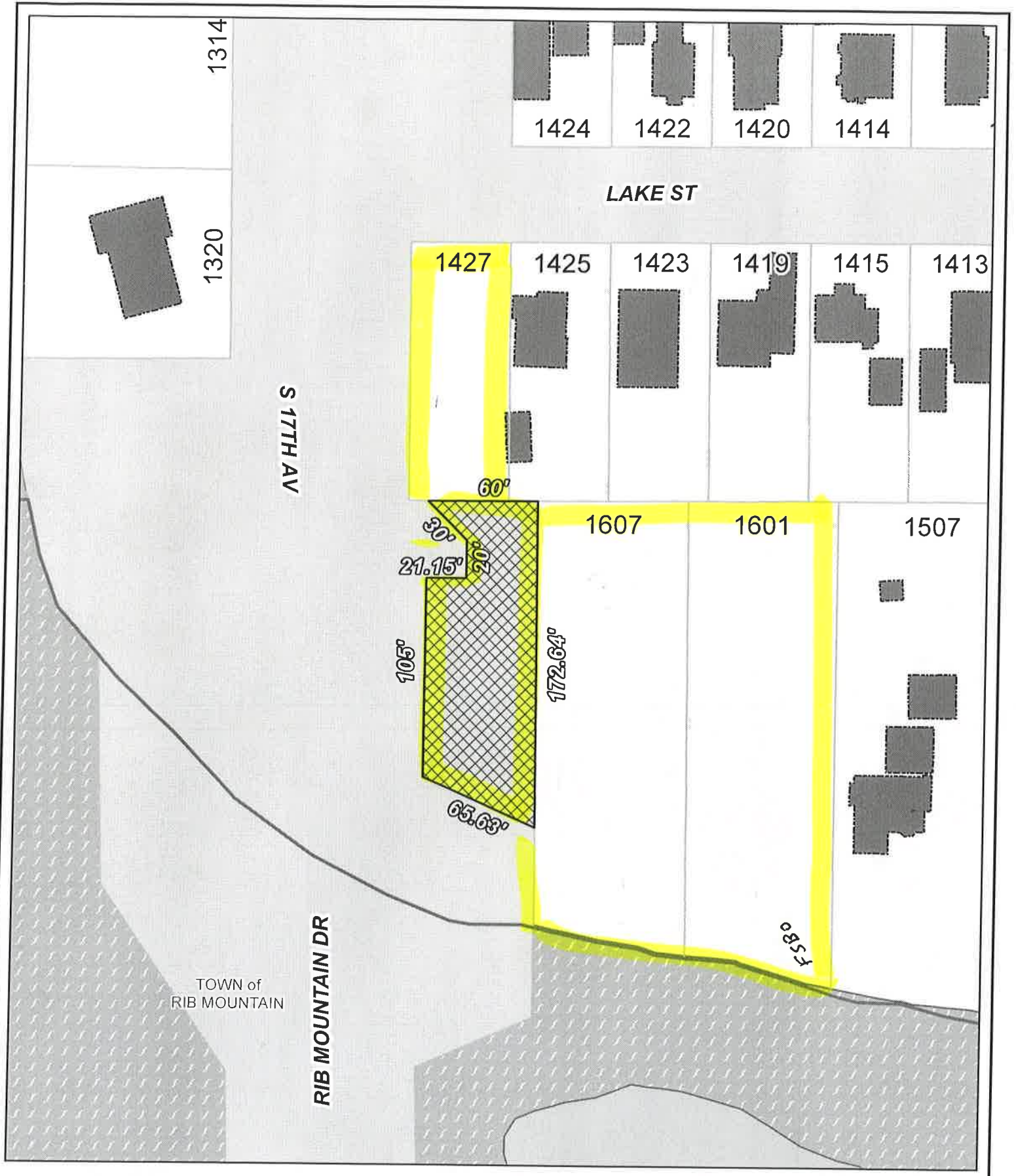
BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

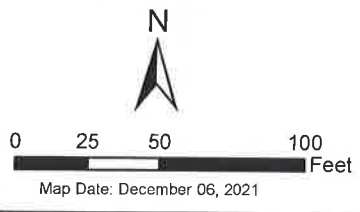
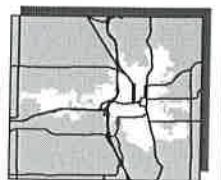


CITY OF WAUSAU

Marathon County, Wisconsin

Legend

- Existing Building
- Existing Right-of-Way
- Proposed ROW Vacation
- Municipal Boundary





MARATHON COUNTY INFRASTRUCTURE COMMITTEE AGENDA

Date & Time of Meeting: **Thursday, January 6, 2022, 9:00 a.m.**

Meeting Location: **Marathon County Courthouse, Assembly Room, 500 Forest Street, Wausau, WI**

Members: Randy Fifrick, Chair; Sandi Cihlar, Vice-Chair; Chris Dickinson, Jeff Johnson, Richard Gumz, John Robinson, Alan Christensen

Marathon County Mission Statement: *Marathon County Government serves people by leading, coordinating, and providing county, regional, and statewide initiatives. It directly, or in cooperation with other public and private partners, provides services and creates opportunities that make Marathon County and the surrounding area a preferred place to live, work, visit, and do business.*

Committee Mission/Purpose: *Provide leadership for the implementation of the Strategic Plan, monitoring outcomes, reviewing and recommending to the County Board policies related to technology and infrastructure initiatives of Marathon County, which includes, but is not limited to, highways, airways, waterways, etc.*

The meeting site identified above will be open to the public. However, due to the COVID-19 pandemic and associated public health directives, Marathon County encourages Infrastructure Committee members and the public to attend this meeting remotely. Instead of attendance in person, Committee members and the public may attend this meeting by **telephone conference**. If Committee members or members of the public cannot attend remotely, Marathon County requests that appropriate safety measures, including adequate social distancing, be utilized by all in-person attendees. **Persons wishing to attend the meeting by phone may call into the telephone conference beginning five (5) minutes prior to the start time indicated above using the following number:**

Phone#: 1-408-418-9388

Access Code: 146 214 4155

Please Note: If you are prompted to provide an "Attendee Identification Number" enter the # sign.
No other number is required to participate in the telephone conference.

When you enter the telephone conference, **PLEASE PUT YOUR PHONE ON MUTE!**

The meeting will also be broadcast on Public Access or at <https://tinyurl.com/MarathonCountyBoard>

1. **Call Meeting to Order**
2. **Public Comment** *(Any person who wishes to address the County Board, or one of its committees, during the "Public Comment" portion of meetings, must provide his or her name, address, and the topic he or she wishes to present to the Marathon County Clerk, or chair of the committee, no later than five minutes before the start of the meeting. Limit 15 Minutes)*
3. **Approval of the Minutes of the November 4, 2021, Infrastructure Committee Meeting.**
4. **Policy Issues Discussion and Potential Committee Determination:**
 - A. Potential Sale of Excess Right-of-Way, 1427 Lake Street (17th Avenue, North of Lake Wausau)
 - B. Potential Purchase of Land, 713 N. 30th Avenue, Wausau WI (Kraimer Addition, Lot 10, Block 2)
5. **Operational Functions required by Statute, Ordinance, Resolution or Policy: N/A**
6. **Educational Presentations and Committee Discussion:**
 - A. Demonstration from Subsurface (Mark Aure)
 - B. Broadband Update (Robinson)
 - C. Updates from Highway Commissioner (Griesbach)
 - D. Updates from CCIT Director (Klein)
 1. Multi-Factor Authentication Implementation Project Overview
 2. ERP Project Update
7. **Announcements:**
 - A. Future meetings and agenda items:
 1. February 3, 2022, Monthly Committee Meeting
8. **Adjournment**

**Any person planning to attend this meeting who needs some type of special accommodation in order to participate should call the County Clerk's Office at 261-1500 or e-mail countyclerk@co.marathon.wi.us one business day before the meeting*

SIGNED /s/ Randy Fifrick, Presiding Officer or Designee

FAXED TO: Wausau Daily Herald, City Pages,

FAXED TO: and Other Media Groups

FAXED BY: K Pergolski

FAXED DATE: 12/30/21 1:20 pm

NOTICE POSTED AT COURTHOUSE

BY: _____

DATE: _____

TIME: _____



MARATHON COUNTY INFRASTRUCTURE COMMITTEE MEETING MINUTES

Thursday, January 6, 2022, 9:00 a.m.
Marathon County Courthouse, Wausau, WI

Attendance:	Present	Excused	Absent
Randy Fifrick, Chair	X		
Sandi Cihlar, Vice-Chair	X		
John Robinson	X		
Jeff Johnson	X		
Alan Christensen	X		
Richard Gumz	X		
Chris Dickinson	X		

Also Present: James Griesbach, Kendra Pergolski, Kevin Lang, Michael Puerner, Darryl Landeau, Brian Grefe, Dave Mack, Jean Maszk, Kurt Gibbs, John Thompson

1. **Call Meeting to Order:** The meeting was called to order by Chair Fifrick at 9:00 a.m.
2. **Public Comment:** N/A
3. **Approval of the Minutes of the October 13, 2021, Infrastructure Committee Meetings**
MOTION BY CHRISTENSEN, SECOND BY DICKINSON, TO APPROVE THE MINUTES OF THE NOVEMBER 4, 2021, INFRASTRUCTURE COMMITTEE MEETING. MOTION CARRIED.

4. **Policy Issues Discussion and Potential Committee Determination:**

A. Potential Sale of Excess Right-of-Way, 1427 Lake Street

Discussion: Griesbach discussed the request for sale regarding the above referenced parcel of land.

Action: MOTION BY CHRISTENSEN, SECOND BY GUMZ, TO AUTHORIZE SALE OF PARCEL AND MOVE TO HR/FINANCE COMMITTEE. MOTION CARRIED.

Follow through: N/A

B. Potential Purchase of Land, 713 N. 30th Avenue, Wausau WI

Discussion: Griesbach discussed the request for purchase regarding the above referenced parcel of land.

Action: MOTION BY GUMZ, SECOND BY ROBINSON, TO DIRECT STAFF TO BEGIN THE PURCHASE PROCESS REGARDING THE ABOVE REFERENCED PARCEL. MOTION CARRIED.

Follow through: N/A

5. **Operational Functions required by Statute, Ordinance, or Resolution:** N/A

6. **Educational Presentations and Committee Discussion:**

A. Demonstration of Subsurface

Discussion: N/A

B. Broadband Update

Discussion: Robinson updated the committee on the sale of bonds, location of towers, and continuing relationship between other service providers.

C. Updates from Commissioner

Discussion: Report provided.

D. Updates from CCIT Director

Discussion: Report provided. Klein recapped the multi-authentication process: timeline, requirements, integration. Klein also updated the committee regarding the new financial system implementation.

7. Announcements:

A. Future meetings and location, agenda topics
February 3, 9:00 AM, Marathon County Courthouse

8. Adjourn

**MOTION TO ADJOURN BY CHRISTENSEN, SECOND BY DICKINSON. MOTION CARRIED.
MEETING ADJOURNED AT 9:45 AM.**

Minutes prepared

By Kendra Pergolski on January 27, 2022.



MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING AGENDA

Date & Time of Meeting: Tuesday, January 11, 2022 3:30 p.m.

Meeting Location: Marathon County Courthouse, County Board Assembly Room 500 Forest Street, Wausau WI 54403

Members: John Robinson, Chair; Alyson Leahy, Vice-Chair; Craig McEwen, Kurt Gibbs, Yee Leng Xiong, Jonathan Fisher, Jennifer Aarrestad

Marathon County Mission Statement: Marathon County Government serves people by leading, coordinating, and providing county, regional, and statewide initiatives. It directly, or in cooperation with other public and private partners, provides services and creates opportunities that make Marathon County and the surrounding area a preferred place to live, work, visit, and do business. (Last updated: 12/20/05)

Human Resources, Finance & Property Committee Mission/Purpose: Provide leadership for the implementation of the County Strategic Plan, monitoring outcomes, reviewing and recommending to the County Board policies related to the human resources initiatives, finance and property of the County.

The meeting location identified above will be open to the public. However, due to the COVID-19 pandemic and associated public health directives, Marathon County encourages Human Resources, Finance and Property Committee members and the public to attend this meeting remotely. To this end, instead of attendance in person, Committee members and the public may attend this meeting by telephone conference. If Committee members or members of the public cannot attend remotely, Marathon County requests that appropriate safety measures, including adequate social distancing, be utilized by all in-person attendees.

Persons wishing to attend the meeting by phone may call into the telephone conference beginning five (5) minutes prior to the start time indicated above using the following number: 1-408-418-9388 Access Code: 146 078 0067 Password: none

If you are prompted to provide an "Attendee Identification Number," enter the "#" sign. No other number is required to participate in the telephone conference. When you enter the telephone conference, **PLEASE PUT YOUR PHONE ON MUTE!**

1. Call to Order-Please silence your cellphones
2. Public Comment Period
3. Approval of the Minutes of the December 8, 2021 Human Resources, Finance and Property Committee Meeting
4. Educational Presentations/Outcome Monitoring Reports-None
5. Operational Functions required by Statute, Ordinance, or Resolution:
 - A. Discussion and Possible Action by Human Resources and Finance and Property Committee
 1. Approval of the December 2021 Claims and Questioned Costs-Palmer
 2. Interdepartmental Budget Transfers
 3. Potential Sale of Excess Right-of-Way, 1427 Lake Street (17th Avenue, North of Lake Wausau)
 4. Tax Deed Properties
 - a) Reconsideration of Bid Acceptance-234495 Fire Station Road Wausau, WI (Bid Originally Accepted on December 8, 2021)
 - b) Bid Opening for Tax Deed Property 2019-3
 - c) Review of Appraisals for 1308 and 1312 N 16th Ave, Wausau, WI and potential of combining the parcels for sale
 - B. Discussion and Possible Action by Committee to Forward to the County Board for its consideration
 1. Conservation, Planning and Zoning Department – Zoning and Regulatory Program Staffing Restructure-Miskimins
 2. Discussion of criteria, process, and timelines for distributions of American Rescue Plan Act (ARPA) funding
 - a) Consideration of authorizing expenditure of ARPA funding for leasing space within Community Partner Campus
 - b) Consideration of authorizing expenditure of ARPA funding for Uniquely Wisconsin program offered by Wisconsin Counties' Association and Discover Wisconsin
6. Policy Issues Discussion and Committee Determination
 - A. Proposed Financing Schedule Series 2022 V1 for 2022 Capital Improvement Plan
7. Announcements:

Next Meeting Date-January 25, 2022 at 4:00 p.m.
8. Adjourn

Any person planning to attend this meeting who needs some type of special accommodation in order to participate should call the County Clerk's Office at 715 261-1500 or e-mail infomarathon@mail.co.marathon.wi.us one business day before the meeting.

Faxed to: Wausau Daily Herald
Faxed to: City Pages
Faxed to: Record Review
Faxed by/time: K Palmer 1/7/2022 3:30 pm
Posted to the County Website:

SIGNED J Robinson/s/K Palmer
Presiding Officer or Designee

NOTICE POSTED AT THE COURTHOUSE
By/Date/Time: K Palmer 1/7/2022 3:30 pm
www.co.marathon.wi.us



MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING MINUTES

Date & Time of Meeting: Tuesday, January 11, 2022 3:30 p.m. DRAFT MINUTES

Meeting Location: Marathon County Courthouse, County Board Assembly Room 500 Forest Street, Wausau WI 54403

Members	Present/Web-Phone	Absent
Chair John Robinson	P	
Vice Chair Alyson Leahy	P	
Craig McEwen	P	
Kurt Gibbs	E	
Yee Leng Xiong	W	
Jonathan Fisher	P	
Jennifer Aarrestad	P	

Also Present: Lance Leonhard, Kim Trueblood, James Griesbach, Noor Ali Hassan, Molly Adzic, , Michael Puerner. Marissa Reynolds, Laurie Miskimmins, Diane Hanson, Mr. Witzeling

VIA Web or Phone: Kristi Palmer, Connie Beyersdorff, Jean Maszk, Paul Daigle, Stephanie Martell, Dejan Adzic, Terry Kaiser

1. Call to Order at 3:30 by Chair Robinson
2. Public Comment Period
3. Approval of the Minutes of the December 8, 2021 Human Resources, Finance and Property Committee Meeting
Motion by McEwen and seconded by Fisher to approve the minutes from December 8, 2021 ; vote unanimous
4. Educational Presentations/Outcome Monitoring Reports-None
5. Operational Functions required by Statute, Ordinance, or Resolution:
 - A. Discussion and Possible Action by Human Resources and Finance and Property Committee
 1. Approval of the December 2021 Claims and Questioned Costs
Motion by Leahy and seconded by McEwen to approve the ; vote unanimous
 2. Interdepartmental Budget Transfers
Motion by Fisher and seconded by McEwen to accept and approve transfers; vote unanimous
 3. Potential Sale of Excess Right-of-Way, 1427 Lake Street (17th Avenue, North of Lake Wausau)
Motion by Fisher and seconded by Aarrestad to move forward with getting an appraisal and potential sale; vote unanimous
 4. Tax Deed Properties
 - a) Reconsideration of Bid Acceptance-234495 Fire Station Road Wausau, WI (Bid Originally Accepted on December 8, 2021)
There have been additional facts that have come to light and will be discussed today and due to additional information presented to the committee, the bid acceptance has been delayed. The committee can reconsider and proceed based on the motions passed today.
Motion by McEwen and seconded by Fisher to reconsider of the action taken on December 8, 2021; vote unanimous
Mike Witzeling spoke and stated that he is the neighboring property owner and put in a bid in on December 8, 2021. He is concerned that if the current "owner" to buys it back; it may be kept its poor condition. Mr. Witzeling intends to clean up the property.
Motion by Leahy and seconded by Fisher to accept the highest bid from Jeffrey Boorse on December 8, 2021 and direct appropriate county officials to create an agreement with the winning bidder that the special assessments to the Town of Wausau are paid in full by January 21, 2022 and the development of a clean up plan is agreed to by a date to be determined; motion passes not unanimous
Final payment on the remaining bid amount is due on January 21, 2022



MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING MINUTES

Date & Time of Meeting: Tuesday, January 11, 2022 3:30 p.m

page 2

b) Bid Opening for Tax Deed Property 2019-3

The bid is for \$1,000. Previously, the committee has directed the County Clerk to get an appraised value on this property. The appraisal is for \$4,000 (the next agenda item). Tax deed property sale price was listed as \$1,900 based on the assessment when the property was listed in 2019

Motion by McEwen and seconded by Fisher to accept the bid for \$1,000; vote unanimous

c) Review of Appraisals for 1308 and 1312 N 16th Ave, Wausau, WI and potential of combining the parcels for sale

Neither of these properties are buildable and the Committee just sold the on of the properties on the last motion.

Motion by Fisher and seconded Leahy to direct the Clerk to list the property at 1312 N 16th Ave for sale; vote unanimous

B. Discussion and Possible Action by Committee to Forward to the County Board for its consideration

1. Conservation, Planning and Zoning Department – Zoning and Regulatory Program Staffing Restructure

Motion by Fisher and seconded by McEwen to move forward with the restructure; vote unanimous

2. Discussion of criteria, process, and timelines for distributions of American Rescue Plan Act (ARPA) funding

County Administrator Leonhard provides a draft form for ARPA requestors to fill out and a timeline for the awarding of grant funds. A draft form was reviewed by the committee and discussion was held.

a) Consideration of authorizing expenditure of ARPA funding for leasing space within Community Partner Campus

This is a discussion items only at this meeting. No formal action is taken

b) Consideration of authorizing expenditure of ARPA funding for Uniquely Wisconsin program offered by Wisconsin Counties' Association and Discover Wisconsin

This is a discussion items only at this meeting. No formal action is taken

County Administrator will also propose as an ARPA request, eliminating the added PTO balances that employees have incurred over the regular maximum hours allowed. This is a discussion items only at this meeting. No formal action is taken

Chair Robinson is requesting that the Committee add a special meeting in January to further discuss ARPA projects and processes. The meeting date will be Tuesday, January 18 at 3:30 pm in the Assembly Room

6. Policy Issues Discussion and Committee Determination

A. Proposed Financing Schedule Series 2022 V1 for 2022 Capital Improvement Plan

This is a discussion items only at this meeting. No formal action is taken

7. Announcements:

Next Meeting Dates-January 18, 2022 at 3:30 pm and January 25, 2022 at 4:00 pm

8. Adjourn-**Motion by Aarrestad and seconded by Leahy to adjourn at 5:10 pm**

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

**INITIAL RESOLUTION OF THE CAPITAL IMPROVEMENTS AND STREET
MAINTENANCE COMMITTEE**

Setting a public hearing regarding vacating and discontinuing excess public right-of-way located on the east side of 17th Avenue, abutting the west property line of 1607 Chellis Street, the south property line of 1427 Lake Street, and a portion of the south property line of 1425 Lake Street.

Committee Action:

Fiscal Impact: None

File Number:

Date Introduced:

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, pursuant to Wis. Stats. §66.1003(4)(a), it is declared that since the public interest requires it, the following described public right-of-way, all of which is located in the City of Wausau be vacated and discontinued:

Part of the Northeast ¼ of the Northeast ¼, Section 3, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Section 3; thence N 90°00'0" W, along the North line of said Northeast ¼, 1183.94 feet to the Northwest corner of Parcel 1 of Certified Survey Map No. 10984 recorded in the Office of Register of Deeds for Marathon County in Volume 46 of Certified Survey Maps on Page 36, said corner being on the Easterly right-of-way of S. 17th Avenue, the point of beginning;

Thence continuing N 90°00'0" W, along said North line and along said Easterly right-of-way, 60.00 feet; thence S 45°00'00" E, 30.00 feet; thence S 00°09'50" E, parallel to the West line of said Parcel 1, 20.00 feet; thence N 90°00'0" W, parallel to said North line of the Northeast ¼, 12.00 feet; thence S 00°09'50" E, parallel to said West line of Parcel 1, 110.00 feet; thence S 67°10'29" E, 55.23 feet to a meander corner on said West line of Parcel 1; thence N 00°09'50" W, along said West line, 172.64 feet to said Northwest corner of Parcel 1, the point of beginning.

WHEREAS, the above legally described right-of-way is further depicted on Exhibit 1 attached hereto; and,

WHEREAS, the Capital Improvements and Street Maintenance Committee at its February 10, 2022, meeting recommended that a hearing be held.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that a hearing on the passage of the foregoing resolution shall be held before the Capital Improvements and Street Maintenance Committee of the City of Wausau in the Council Chambers of City Hall, 407 Grant Street, Wausau, Marathon County, Wisconsin, on the 14th day of April, 2022, at 5:15 p.m., on said day, and the proper City officials are hereby authorized and directed to give notice of said hearing by personal service and publication of said hearing as provided by law.

Approved:

Katie Rosenberg, Mayor

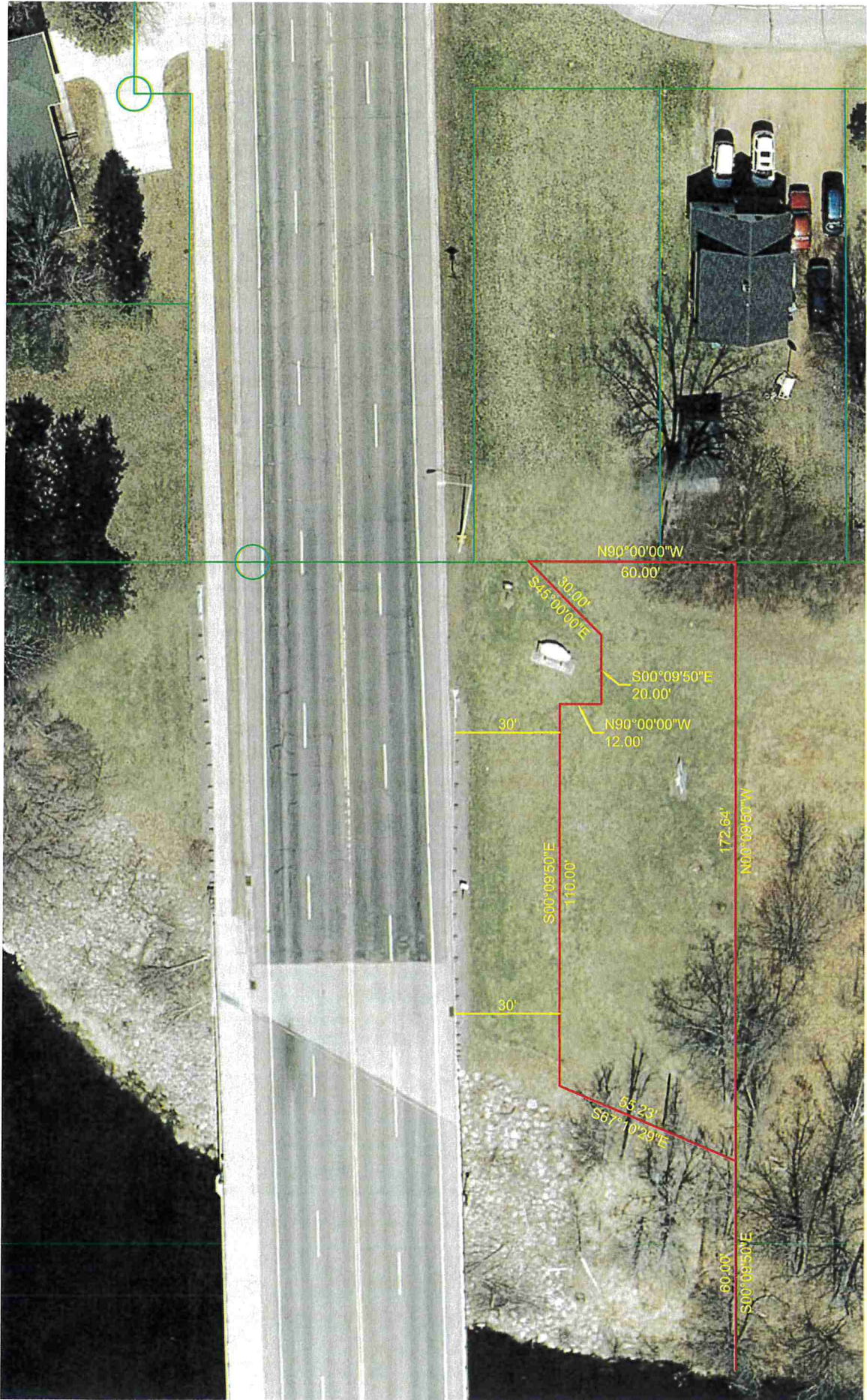


EXHIBIT 1.

AGENDA ITEM
Discussion and possible action on Alexander Davis Preliminary Plat (former Wausau Center Mall site)
BACKGROUND
The City of Wausau and WOZ have hired REI to prepare a plat for the lands that formerly occupied the mall. The purpose of the plat is to delineate lot lines and ownership so the parcels can be sold and developed. The plat includes the areas to be delineated as right-of-way for future streets. The plat also includes several outlots. Tom Radenz, a representative of REI will be at the CISM meeting to discuss the preliminary plat and answer any questions.
FISCAL IMPACT
The plat will allow WOZ to sell their parcels and to begin the redevelopment.
STAFF RECOMMENDATION
Recommend approval.
Staff contact: Allen Wesolowski 715-261-6762



January 21, 2022

City of Wausau

Attn: Allen Wesolowski
City of Wausau City Engineer
407 Grant St.
Wausau, WI 54403



Subject:

Review and approval of the Preliminary Plat of Alexander Davis Plat, the former Wausau Center Mall property.

Dear Allen,

We are submitting the enclosed Preliminary Plat on behalf of Wausau Opportunity Zone (WOZ) for review and approval at the February 2022 Capital Improvements Street Maintenance, Planning Commission, and City Council meetings. As you are aware, our team has been working closely with City staff to pull this document together for this submittal.

Enclosed you will find the following documents for review and approval:

- 3 hard copies of the Preliminary Plat of Alexander Davis
- Completed City of Wausau Preliminary Plat Application
- \$100 check for Preliminary Plat Fees per the City Fee Schedule

Please contact us if you need any additional information to complete the review and approval of this request. Thanks in advance for your help and cooperation with this matter.

Sincerely,
REI Engineering, Inc.

A handwritten signature in black ink that reads "Thomas A. Radenz".

Tom Radenz, PLS
Vice President/Senior Consultant

cc. Chuck Ghidorzi, WOZ, Suite 300, 2100 Stewart Avenue, Wausau, WI 54401
Dave Eckman, WOZ, 200 Washington St., Suite 120, Wausau, WI 54403

CITY OF WAUSAU FORMAL APPLICATION FOR APPROVAL OF A PRELIMINARY PLAT

Note: Section 21.12.020 of the *Wausau Municipal Code* requires subdividers to provide the City Engineer with a letter of intent and sketch of the proposed subdivision at least 30 days before a preliminary plat is submitted. Additional information on the letter of intent and sketch plan can be obtained from the City Engineering Department.

Instruction: This application should be completed and returned to the City Engineer with six (6) copies of a preliminary plat (at least one copy should be 11"X17" or smaller). The preliminary plat should be prepared in accordance with the requirements of Chapter 21.24 of the *Wausau Municipal Code*. A copy of Chapter 21.24 is available in the City Engineering Department and on the City's Website at: www.ci.wausau.wi.us (under the sub-heading *Government: Municipal Code*).

SECTION I. Applicant Information

1) Are you the Owner of the subdivision or the Owner's Agent? ☐ Owner ☒ Agent

2) Your Name: Tom Radenz - REI Engineering, Inc.

3) Your Mailing Address: 4080 North 20th Avenue
Wausau, WI 54401

4) Your Contact Information: 715-675-9784 (Phone Number) (Fax Number)
tradenz@reiengineering.com
(E-mail address and/or alternate phone number, if available)

5) If you are the Owner's Agent, list any OTHER owners of land within the subdivision:

<u>Wausau Opportunity Zone Inc.</u> (Name)	<u>City of Wausau</u> (Name)
<u>500 N. 1st St.</u> (Street Address)	<u>407 Grant St.</u> (Street Address)
<u>Wausau, WI 54403</u> (City, State, Zip Code)	<u>Wausau, WI 54403</u> (City, State, Zip Code)
<u>715-845-6231</u> (Phone Number)	<u>715-261-6500</u> (Phone Number)

7) Name of Surveyor & Business Name (if different from above):

Josh Prentice
(Surveyor's Name)
REI Engineering, Inc.
(Surveyor's Business Name)

8) Address of Surveyor: 4080 North 20th Avenue
(Surveyor's Street Address)
Wausau, WI 54401
(City, State, Zip Code)

9) Surveyor Contact Information: 715-675-9784 (Phone Number) (Fax Number)
jprentice@reiengineering.com
(E-mail address and/or alternate phone number, if available)

10) Name of Engineer & Business Firm that will be doing the stormwater management plan and other engineering work (sanitary sewers, water mains, streets, etc.) related to the plat:

City of Wausau - TJ Niksch

(Name)

(Phone Number)

(Business Name)

(FAX Number)

(Street Address)

(E-mail Address)

(City, State, Zip Code)

NOTE: Name, Address, and Telephone Number of technician responsible for subdivision design and of the surveyor responsible for surveys should also be shown on the preliminary plat as submitted.

Tom Radenz, REI Engineering

SECTION II. Subdivision Information — Plat and Street Names

11) Proposed Name of Subdivision: Alexander Davis Plat

(Please call the Marathon County Register of Deeds Office at 715-261-1470 to select a unique plat name.)

12) Street Names: *To ensure proper emergency response, all new street names must follow standard guidelines established by the City of Wausau and Marathon County. Please call the Marathon County Department of Conservation, Planning, and Zoning (at 715-261-6040) to select unique road names. **Attach a written response from that office with a listing of approved street names.***

Proposed Street Names: 2nd St., 3rd St., Washington St., Jackson St.

☒ Check this box if you have no preferred street names and agree to allow the City of Wausau to determine appropriate names.

SECTION III. Subdivision Information — Basic Facts and Proposals

13) Location and Description of Property (government lot, section, township, range and town or city):

Part of CSM 2264, Blocks 9, 10, 11, 12, 19, 20, 23 and 24, Original Plat of the City of Wausau,

being part of Government Lot 1 of Section 36, 29-7E

14) Size of tract in acres and/or of existing lots, if any, in square feet: Average 1 - 2 acres

15) Existing zoning classification of property: PUD

16) Will any rezoning be proposed? If so, please describe: No rezoning required

17) Number of lots proposed in subdivision: 7 Lots, 6 Outlots

18) Area of lots proposed: Minimum 15,481 sq. ft Average 59,000 Maximum 103,565 sq. ft.

19) Briefly describe proposed sanitary facilities:

Water: Within the extension of 2nd and 3rd Streets

Sewage Disposal: Within the extension of 2nd and 3rd Streets

20) How do you propose to handle stormwater runoff from the subdivision in order to comply with Chapter 15.56 of the *Wausau Municipal Code*?

Underground stormwater detention is anticipated - See City Engineering

21) Have you contacted the U.S. Army Corps of Engineers and/or Wisconsin Department of Natural Resources about wetland and navigable water issues? ☒ Yes ☐ No

22) How do you propose to handle parkland dedication/fee requirements? Please describe:
To be Determined

23) List existing covenants on the property, if any: No existing covenants

24) List covenants proposed for the property, if any: No covenants anticipated

Completed by: Tony Raszcz

Today's Date: 1/21/2022

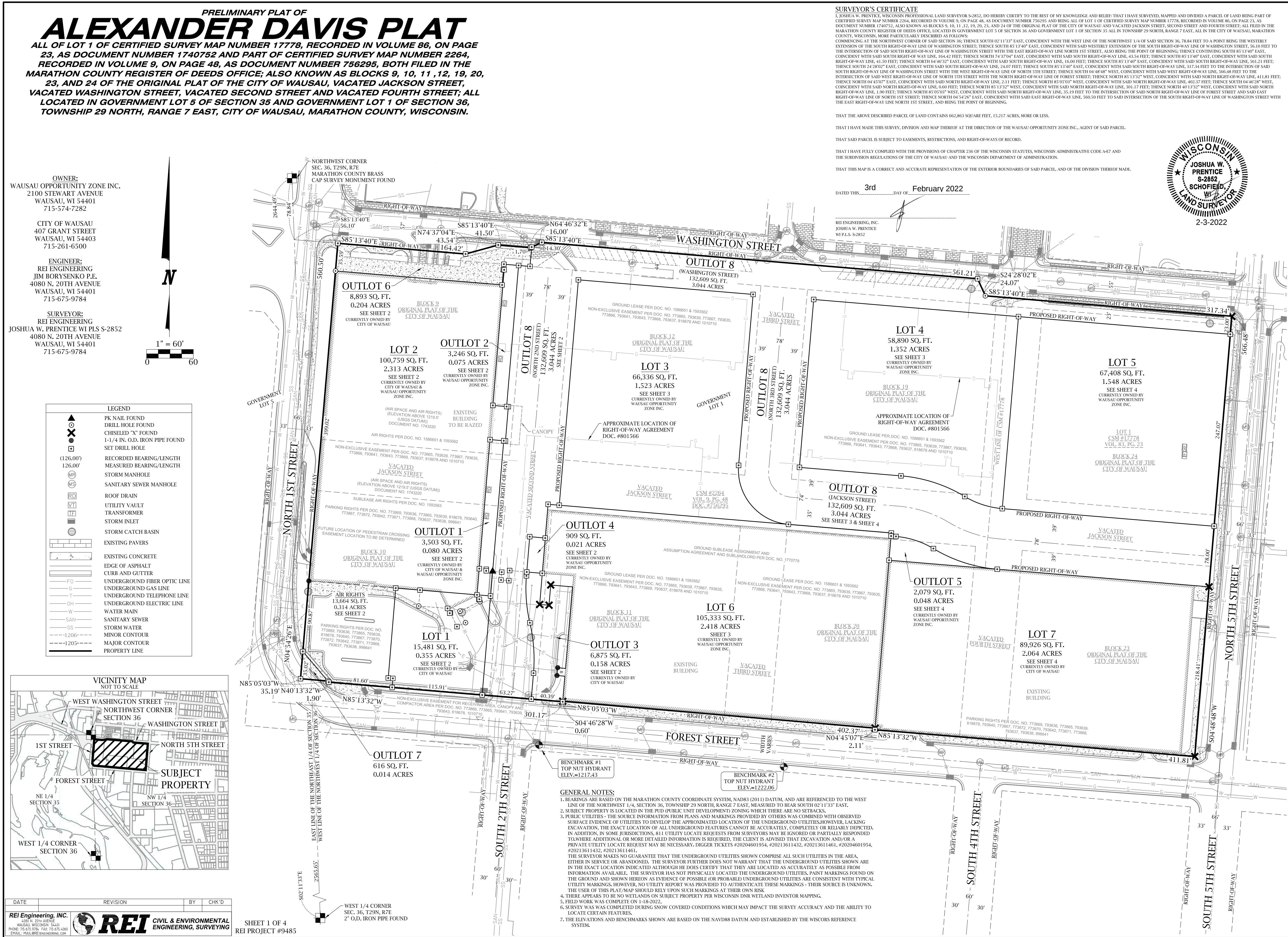
Tom Raczka

(Your Signature)

NOTE 1: If you wish to submit additional information, attach extra pages to this form.

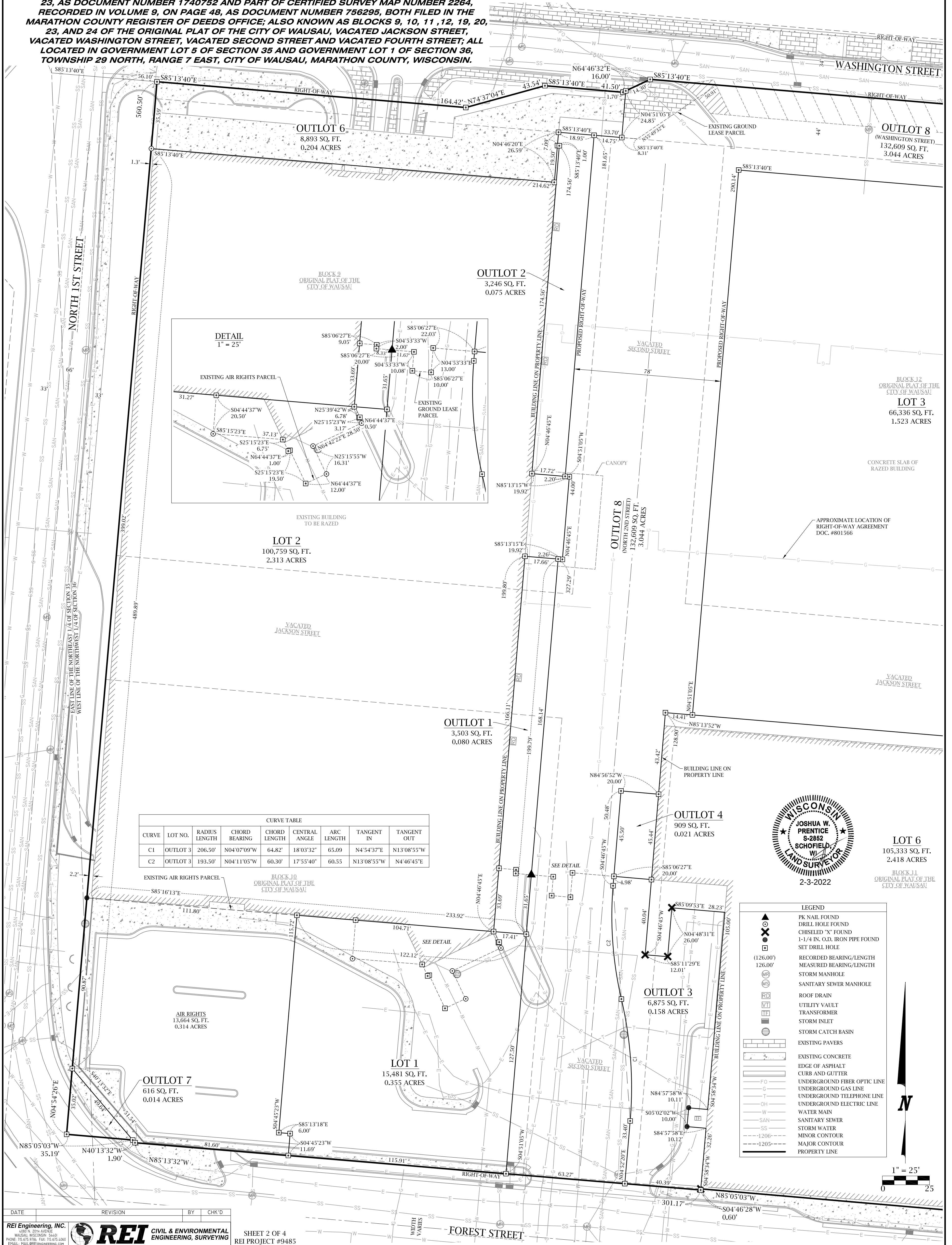
NOTE 2: Please keep a copy of this form for your records.

NOTE 3: Please inform the City Engineering Department, in writing, of any changes in surveyor, engineering firm, etc. that occur after submittal of this application.



PRELIMINARY PLAT OF
ALEXANDER DAVIS PLAT

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 17778, RECORDED IN VOLUME 86, ON PAGE 23, AS DOCUMENT NUMBER 1740752 AND PART OF CERTIFIED SURVEY MAP NUMBER 2264, RECORDED IN VOLUME 9, ON PAGE 48, AS DOCUMENT NUMBER 756295, BOTH FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; ALSO KNOWN AS BLOCKS 9, 10, 11, 12, 19, 20, 23, AND 24 OF THE ORIGINAL PLAT OF THE CITY OF WAUSAU, VACATED JACKSON STREET, VACATED WASHINGTON STREET, VACATED SECOND STREET AND VACATED FOURTH STREET; ALL LOCATED IN GOVERNMENT LOT 5 OF SECTION 35 AND GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



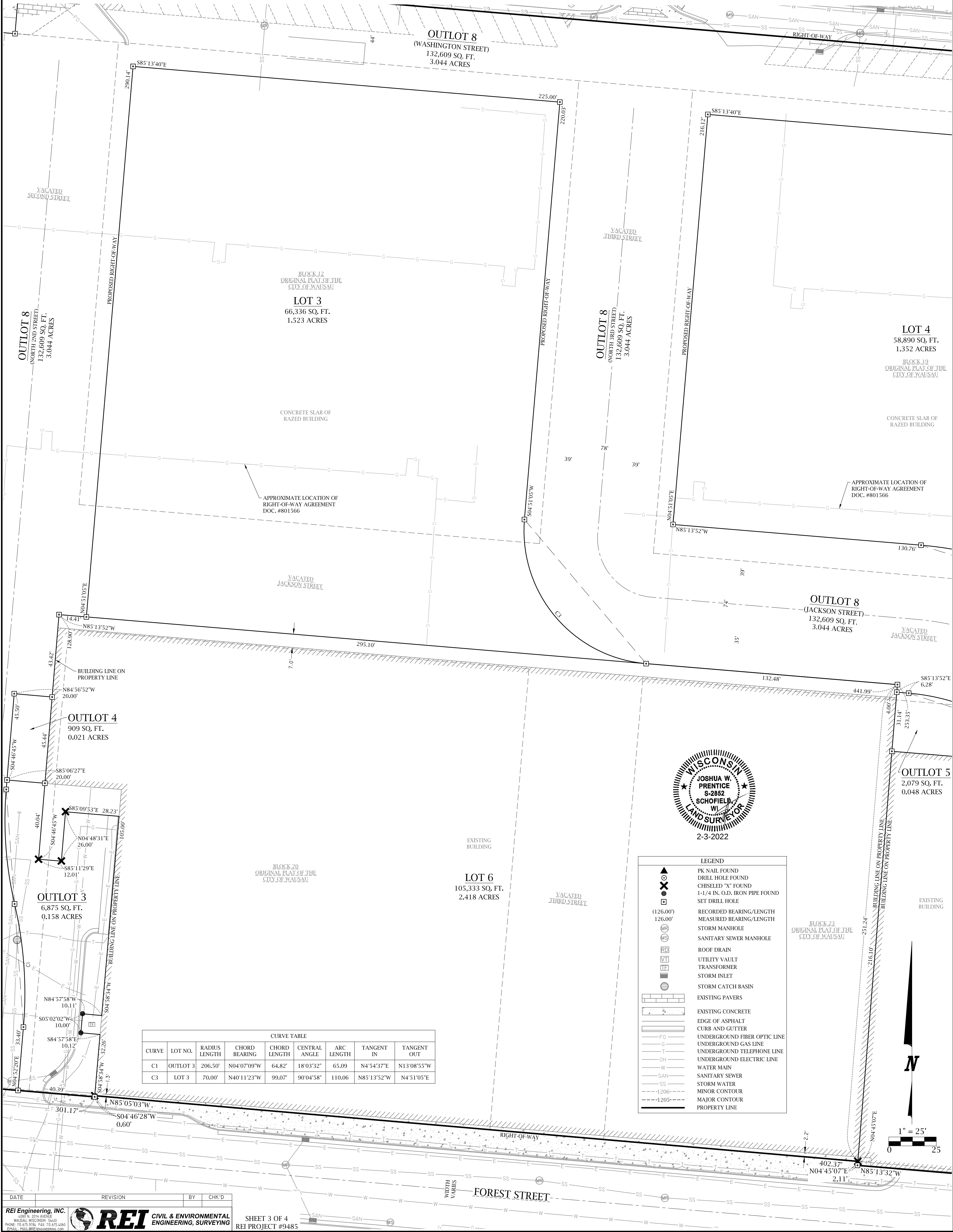
CURVE TABLE							
CURVE	LOT NO.	RADIUS LENGTH	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE	ARC LENGTH	TANGENT IN TANGENT OUT
C1	OUTLOT 3	206.50'	N04°07'09"W	64.82'	18°03'32"	65.09	N4°54'37"E N13°08'55"W
C2	OUTLOT 3	193.50'	N04°11'05"W	60.30'	17°55'40"	60.55	N13°08'55"W N4°46'45"E

DATE	REVISION	BY	CHK'D
REI Engineering, INC. 4080 N. 20th AVENUE WAUSAU, WISCONSIN 54401 PHONE: 715.675.9784 FAX: 715.675.4080 EMAIL: MAIL@REIENGINEERING.COM			
		CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING	

SHEET 2 OF 4
REI PROJECT #9485

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