



OFFICIAL NOTICE AND AGENDA

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

Meeting: **ECONOMIC DEVELOPMENT**
Date/Time: **Tuesday, May 3, 2016 at 4:30 p.m.**
Location: **Board Room, 2nd Floor, City Hall**
Members: Tom Neal, Romey Wagner, Pat Peckham, Joe Gehin and Lisa Rasmussen

AGENDA ITEMS FOR CONSIDERATION/ACTION

- 1 Select a Chairperson and Vice Chairperson for 2016-2018 Term
- 2 Establish Regular Meeting Dates and Time for 2016-2018 Term
- 3 Approval of the Minutes from 3/8/16, 4/7/16 and 4/18/16
- 4 Discussion and Possible Action on Potential Clarifications to the Development Agreement with Composite Envisions
- 5 Discussion and Possible Action on the Proposed Acquisition of 415 South First Avenue
- 6 **CLOSED SESSION** pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session
}Discussion and Possible Action on the Proposed Acquisition of 415 South First Avenue
- 7 **RECONVENE** into Open Session to Take Action on Closed Session Items, If Necessary
- 8 Discussion and Possible Action on the Proposals Received for Marketing and Communication Services
- 9 Discussion and Possible Action on Riverfront Branding
- 10 Discussion and Possible Action on the Metro Economic Development Strategy
- 11 Discussion and Possible Action on Economic Development Training
- 12 Update on the Hmong Dialogue Project

Adjournment

This notice was posted at City Hall and emailed to the media on 4/28/16

It is possible and likely that members of, and possibly a quorum of the Council and/or members of other committees of the Common Council of the City of Wausau may be in attendance at the above-mentioned meeting to gather information. **No action will be taken by any such groups.**

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids & services. For information or to request this service, contact the City Clerk at (715) 261-6620.

Other Distribution: Media, Alderpersons, Mayor, City Departments

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Tuesday, March 8, 2016 at 6:30 p.m. in the 2nd floor Boardroom at City Hall, 407 Grant Street, Wausau

ED Members Present: Bill Nagle (C), David Nutting, Lisa Rasmussen, Romey Wagner and Tom Neal (VC)

Others Present: Chris Schock, Ann Werth, Tammy Stratz, Travis Lepinski, MaryAnne Groat, Anne Jacobson, Dave Johnson, Kevin Korpela, Jeremy Ray, Karen Kellbach, other interested parties and the Media

In accordance with Chapter 19, Wisc. Stats., notice of this meeting was posted and sent to the Daily Herald in the proper manner.

CALL TO ORDER

Nagle noted there was a quorum and called the meeting to order at approximately 4:30 p.m.

PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA

No public comments were made.

APPROVAL OF THE MINUTES FROM 2/9/16 AND 2/18/16

Nutting motioned to approve minutes. Neal seconded and the motion carried unanimously 5-0.

DISCUSSION AND POSSIBLE ACTION ON THE PROPERTY DISPOSITION APPLICATIONS RECEIVED FOR 710 JEFFERSON STREET AND 919 JEFFERSON STREET

Stratz said we received two offers for properties on Jefferson St. Discussion will be done in closed session.

DISCUSSION AND POSSIBLE ACTION ON PURCHASING/DEVELOPMENT OPPORTUNITIES AND COMMITMENTS REGARDING THE PROPERTY AT 120 SCOTT STREET

Groat introduced this topic to the committee by giving them a brief history of the property. The land sale would be financed over a 10 year period with an interest only loan and a balloon payment at the end. Years 1-5 would be at an interest rate of 2.75% and years 6-10 would be 50% of the treasuries increase not to exceed 3%. Currently we are paying MCDEVCO \$15,986.00 a year for parking. Discussion will be done in closed session.

DISCUSSION AND POSSIBLE ACTION ON THE REQUEST FOR ASSISTANCE FOR THE PROPERTY AT 607 NORTH THIRD STREET

Korpela talk about an option Y which is a trimmed down version of option X. Rasmussen questioned if there is a specific ask. Korpela was just giving an update and will bring a specific ask to the next meeting.

CLOSED SESSION PURSUANT TO 19.85(1)(E) OF THE WISCONSIN STATUTES FOR DELIBERATING OR NEGOTIATING THE PURCHASE OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION

***DISCUSSION AND POSSIBLE ACTION ON THE PROPERTY DISPOSITION APPLICATIONS RECEIVED FOR 710 JEFFERSON STREET AND 919 JEFFERSON STREET**

***DISCUSSION AND POSSIBLE ACTION ON PURCHASING/DEVELOPMENT OPPORTUNITIES AND COMMITMENTS REGARDING THE PROPERTY AT 120 SCOTT STREET**

***DISCUSSION AND POSSIBLE ACTION ON THE REQUEST FOR ASSISTANCE FOR THE PROPERTY AT 607 NORTH THIRD STREET**

Rasmussen motioned to go into closed session. Neal seconded. Roll call was done; all members were present.

RECONVENE INTO OPEN SESSION TO TAKE ACTION ON CLOSED SESSION ITEMS, IF NECESSARY

Rasmussen motioned to move into open session. Wagner seconded and the motion carried unanimously 5-0.

Wagner motioned to accept the offer for 710 Jefferson St. Neal seconded and the motion carried unanimously 5-0.

Neal motioned to accept the offer as proposed for 919 Jefferson St. Wagner seconded and the motion carried unanimously 5-0.

Neal motioned to move forward on the purchase of 120 Scott St. Nutting seconded and the motion carried unanimously 5-0.

DISCUSSION AND POSSIBLE ACTION ON THE PROPOSALS RECEIVED FOR MARKETING AND COMMUNICATION SERVICES

Schock said we are currently working with Adrenaline on Live It Up Wausau marketing. At a future Economic Development meeting we will discuss future marketing needs

UPDATE ON THE EAST RIVERFRONT PROJECT

Schock showed the virtual tour of the Riverfront project from the Wausau Community and Economic Development website. He also spoke about the proposed development and its parking. The parking area will be half below grade under the building to allow for privacy on the first floor apartments and resolve some issues with totally enclosed parking. There will be one parking spot under the building and a half a spot of surface parking per apartment unit.

Werth said we are working with the Eye Clinic on a land exchange. We would take the riverfront property along the trail so we could apply for grants for the cleanup of it. This land abuts the land we received from the CDA.

DISCUSSION AND POSSIBLE ACTION ON THE ECONOMIC DEVELOPMENT COMMITTEE MEETING SCHEDULE FOR THE REMAINING TERM YEAR

Discussion was held on having Economic Development meetings on March 24th at 4:30 p.m. and April 7th at 4:30 p.m.

ADJOURN

Neal motioned to adjourn. Rasmussen seconded and the motion carried unanimously 5-0.

The meeting was adjourned at 8:20 p.m.

Respectfully Submitted,
ECONOMIC DEVELOPMENT COMMITTEE
Bill Nagle, Chairperson

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Thursday, April 7, 2016 at 4:30 p.m. in the 2nd floor Boardroom at City Hall, 407 Grant Street, Wausau

ED Members Present: Bill Nagle (C), David Nutting, Lisa Rasmussen, Romey Wagner and Tom Neal (VC)

Others Present: Chris Schock, Tammy Stratz, Travis Lepinski, MaryAnne Groat, Anne Jacobson, Dave Johnson, Kevin Korpela, Jeremy Ray, Karen Kellbach, Dave Oberbeck, Frantz Group, J. Seve Fuste, Rob Mielke, Jason Blenker, other interested parties and the Media

In accordance with Chapter 19, Wisc. Stats., notice of this meeting was posted and sent to the Daily Herald in the proper manner.

CALL TO ORDER

Nagle noted there was a quorum and called the meeting to order at approximately 4:30 p.m.

PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA

No public comments were made.

DISCUSSION AND POSSIBLE ACTION ON THE WAIVING OF THE CITY'S RIGHT TO PURCHASE PROPERTY IN THE WAUSAU BUSINESS CAMPUS IN ORDER TO ALLOW THE TITLE TRANSFER OF 7333 STEWART AVENUE FROM STEWART AVENUE HOLDINGS, LLC TO UNITED PROPERTIES INVESTMENT, LLC

This item was tabled till a future meeting due to the lack of information on the sale.

Wagner motioned to delay this item till the next meeting. Neal seconded and the motion carried unanimously 5-0.

DISCUSSION AND POSSIBLE ACTION ON THE PROPERTY DISPOSITION APPLICATION RECEIVED FOR 402 CHICAGO AVENUE

Stratz said the offer should be discussed in closed session.

CLOSED SESSION PURSUANT TO 19.85(1)(E) OF THE WISCONSIN STATUTES FOR DELIBERATING OR NEGOTIATING THE PURCHASE OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION

***DISCUSSION AND POSSIBLE ACTION ON THE PROPERTY DISPOSITION APPLICATION RECEIVED FOR 402 CHICAGO AVENUE**

Rasmussen motioned to go into closed session. Neal seconded. Roll call was done; all members were present.

RECONVENE INTO OPEN SESSION TO TAKE ACTION ON CLOSED SESSION ITEMS, IF NECESSARY

Rasmussen motioned to move into open session. Neal seconded and the motion carried unanimously 5-0.

Neal motioned to approve the sale of 402 Chicago Ave. as proposed. Nutting seconded and the motion carried 4-1 Rasmussen was the no vote.

DISCUSSION AND POSSIBLE ACTION ON THE PROPOSALS RECEIVED FOR MARKETING AND COMMUNICATION SERVICES

Schock said we are currently waiting to hear back from the marketing firms. At a future Economic Development meeting we will discuss this once we receive information back.

DISCUSSION AND POSSIBLE ACTION ON THE EAST RIVERFRONT FRANTZ COMMUNITY INVESTORS FINAL PLAN AND PROPOSAL

Frantz updated the committee on the progress of the East River Front proposal. They are currently working on getting the financials worked out for leasing and construction of the project. Tom said there is lots of interest already in the office space available and some good interest in the retail and residential part as well.

Rasmussen motioned to accept concept as plan document. And at future meetings detail analysis of financials and any asks of the City can be brought forward. Neal seconded and the motion carried unanimously 5-0.

PRESENTATION AND DISCUSSION ON THE PROPOSED GREENWOOD HILLS SENIOR LIVING COMPLEX OPPORTUNITY

There was an in-depth presentation given by J. Seve Fuste on the proposed senior living center at Greenwood Hills.

He gave a hand out and spoke about it. They are looking for TIF financing for a proposed 90 unit complex. 36 units will be independent living and 54 will be assisted living. Rents will start at \$3500 a month. Discussion will be done in closed session.

DISCUSSION AND POSSIBLE ACTION ON THE REQUEST FOR ASSISTANCE FOR THE PROPERTIES AT 601-607 NORTH THIRD STREET

Johnson said we came up with three different financing options. We did get a bank commitment today. One request of the commitment is that payments be deferred for three years and money is committed up front. Schock said we have the funds in the commercial rehabilitation account to facilitate this project. Discussion will be done in closed session.

DISCUSSION AND POSSIBLE ACTION ON THE PROPOSAL RECEIVED FOR THE RIVER EAST BROWNSTONES PROJECT (1304-1308 THIRD STREET)

Blenker said we came back with two financial options since the last meeting as requested from the committee. Discussion will be done in closed session.

CLOSED SESSION PURSUANT TO 19.85(1)(E) OF THE WISCONSIN STATUTES FOR DELIBERATING OR NEGOTIATING THE PURCHASE OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION

***PRESENTATION AND DISCUSSION ON THE PROPOSED GREENWOOD HILLS SENIOR LIVING COMPLEX OPPORTUNITY**

***DISCUSSION AND POSSIBLE ACTION ON THE EAST RIVERFRONT FRANTZ COMMUNITY INVESTORS FINAL PROPOSAL PLAN**

***DISCUSSION AND POSSIBLE ACTION ON THE REQUEST FOR ASSISTANCE FOR THE PROPERTIES AT 601-607 NORTH THIRD STREET**

***DISCUSSION AND POSSIBLE ACTION ON THE PROPOSAL RECEIVED FOR THE RIVER EAST BROWNSTONES PROJECT (1304-1308 THIRD STREET)**

Neal motioned to go into closed session. Nutting seconded. Roll call was done; all members were present.

RECONVENE INTO OPEN SESSION TO TAKE ACTION ON CLOSED SESSION ITEMS, IF NECESSARY

Neal motioned to move into open session. Nutting seconded and the motion carried unanimously 5-0.

Rasmussen motioned to accept option "C" as proposed under the current terms of the Commercial Rehab program for the project at 601-607 N. 3rd St. Neal seconded and the motion carried unanimously 5-0.

Rasmussen motioned to accept option "3" for the proposed River East Brownstones. Funds will be split from TID 2 housing stock funds and the fund account set up from the refinance of the mall. Neal seconded and the motion carried unanimously 5-0.

ADJOURN

Neal motioned to adjourn. Rasmussen seconded and the motion carried unanimously 5-0.

The meeting was adjourned at 6:40 p.m.

Respectfully Submitted,
ECONOMIC DEVELOPMENT COMMITTEE
Bill Nagle, Chairperson

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Thursday, April 18, 2016 at 4:45 p.m. in the 2nd floor Boardroom at City Hall, 407 Grant Street, Wausau

ED Members Present: David Nutting, Lisa Rasmussen, Romey Wagner and Tom Neal (VC)

Others Present: Travis Lepinski, Anne Jacobson, Ann Werth, Eric Lindman, Mayor Tipple, Joe Mella and the Media

In accordance with Chapter 19, Wisc. Stats., notice of this meeting was posted and sent to the Daily Herald in the proper manner.

CALL TO ORDER

Neal noted there was a quorum and called the meeting to order at approximately 4:45 p.m.

DISCUSSION AND POSSIBLE ACTION ON THE WAIVING OF THE CITY'S RIGHT TO PURCHASE PROPERTY IN THE WAUSAU BUSINESS CAMPUS IN ORDER TO ALLOW THE TITLE TRANSFER OF 7333 STEWART AVENUE FROM STEWART AVENUE HOLDINGS, LLC TO UNITED PROPERTIES INVESTMENT, LLC

Mella informed the committee that United Properties Investment LLC is purchasing all Graebel properties in one big sale. Graebel is selling their offices and warehouses due to them having sold their moving division last year. It is unsure what will be done with the property at this time, it may be rented out or resold in the future.

Wagner motioned to waive the City's right to purchase 7333 Stewart Ave. Rasmussen seconded and the motion carried unanimously 4-0.

ADJOURN

Wagner motioned to adjourn. Nutting seconded and the motion carried unanimously 4-0.

The meeting was adjourned at 5:00 p.m.

Respectfully Submitted,
ECONOMIC DEVELOPMENT COMMITTEE
Bill Nagle, Chairperson

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") dated as of ~~May~~^{June} 4, 2015, is entered into by and among the City of Wausau, Wisconsin ("City"), Composite Envisions LLC ("Composite") and C.E. Acquisitions LLC, ("CE").

WITNESSETH

WHEREAS, the City, Composite and CE have entered into a Development Agreement dated as of April 6, 2015 (the "Development Agreement");

WHEREAS, the City, Composite and CE desire to amend the terms of the Development Agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing recitals, the terms, conditions and covenants hereinafter set forth, and the mutual benefits to be derived therefrom, the receipt and adequacy of which are hereby acknowledged, the City, Composite and CE hereby agree as follows:

1. **Amendments.** Notwithstanding anything contained in the Development Agreement to the contrary, the Development Agreement is hereby modified and amended in all respects consistent with the following:

a. Paragraph 6D shall be deleted in its entirety and replaced with the following:

Commencing on the first anniversary date of the issuance of a certificate of occupancy for the Property for each year during the term of this Agreement that Composite operates its business at the Property and has the Equipment placed at the Property, the City shall forgive Ten Thousand and 00/100s Dollars (\$10,000.00) of the principal amount due under the Promissory Note. For the purposes of this Agreement Composite operating its business at the Property shall mean that Composite has at least four (4) workers working Full Time Jobs (as defined below) at the Property. "Full Time Jobs" shall mean workers working at least two thousand eighty (2,080) hours per year.

2. **Counterparts / Electronic Signatures.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and same Amendment. Further, this Amendment may be executed through the use of facsimile or scanned PDF signature pages, which shall be deemed originals for all intents and purposes.

3. **Continuing Validity.** Except to the extent amended hereby, the terms and provisions of the Development Agreement remain in full force and effect.

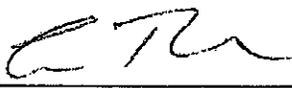
4. **Applicable Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to any choice of law provisions.

Executed effective this 4th day of ^{June}~~May~~, 2015.

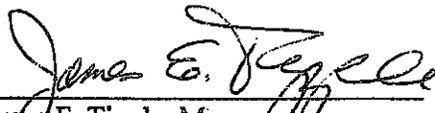
COMPOSITE ENVISIONS LLC

By: 
Cory Thorson, Authorized Member

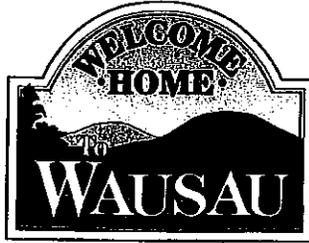
C.E. ACQUISITIONS LLC

By: 
Cory Thorson, Authorized Member

CITY OF WAUSAU

By: 
James E. Tipple, Mayor

By: 
Toni Rayala, Clerk



Office of the City Attorney

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

April 7, 2015

Toni Rayala, Clerk
City of Wausau
407 Grant Street
Wausau, WI 54403

DEVELOPMENT AGREEMENT—
COMPOSITE ENVISIONS LLC
COUNCIL FILE NO. 15-0114

Enclosed please find original, executed Development Agreement for Composite Envisions LLC.
Please file the same.

A handwritten signature in cursive script that reads "Lisa Parsch".

LISA PARSCH
LEGAL ASSISTANT

Enclosure

cc w/Enc. Maryanne Groat, Finance Director
Ann Werth, Comm. Dev. Director

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made this 6th day of April, 2015 (the “Effective Date”), by and between the City of Wausau, Wisconsin, a Wisconsin municipal corporation (“City”); Composite Envisions LLC, a Wisconsin limited liability company (“Composite”) and C.E. Acquisitions LLC, a Wisconsin limited liability company (“CE”).

RECITALS

WHEREAS, Composite desires to relocate their business operations currently located at 350 86th Avenue to approximately 4.219 acres of land located on Development Court, in the City of Wausau, County of Marathon, State of Wisconsin as legally described on the attached Exhibit A (the “Property”);

WHEREAS, the City is the owner of the Property and is willing to donate the Property to CE in consideration of Composite’s and CE’s agreement to construct improvements upon the Property consisting of a 7,500 square foot facility (the “Development Project”);

WHEREAS, Composite has also requested that the City provide Composite with a loan in the total amount of One Hundred Thousand and 00/100s Dollars (\$100,000.00) to be used in connection with the purchase of equipment to be placed into service at the Property;

WHEREAS, Economic Development Committee and the Common Council of the City have reviewed Composite’s and CE’s request to receive the Property and the loan and finds the following:

1. That Composite’s and CE’s business expansion would not occur at the Property without the financial assistance from the City financed from Tax Increment District Number Five;
2. That the transfer of the Property and the loan for equipment acquisition are eligible expenses under the tax increment financing laws;
3. That this project furthers the purposes of Tax Increment Financing and the objectives of the Tax Increment District Number Five Project Plan objectives;
4. That the transfer of the Property to CE and the City’s loan to Composite are necessary to effectuate the purposes for which Tax Increment District Number Five was created and to implement its project plan;
5. That the transfer of the Property to CE and the loan to Composite made at the discretion of the common council were listed as project plan costs within Tax Increment District Number Five;

6. That the expansion of manufacturing capabilities and product lines, and increased employment, capital and facility growth resulting from the Development Project in the long and short term is in the vital and best interest of the City and its residents and in accordance with the public purpose and conditions of applicable state and local laws and the standards under which the tax increment district was undertaken and implemented;

WHEREAS, the City has, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105, created a Tax Incremental District, the City of Wausau Tax Incremental District Five (the "TID"), and adopted a Project Plan, as amended (the "Plan") to finance certain costs to induce development within or around the TID;

WHEREAS, in order to achieve the objectives of the Plan and to make the land within the TID available for development by private enterprises for and in accordance with the uses specified in the Plan, the City has determined to provide assistance through loans from the TID and other actions, as hereinafter set forth, to permit development to proceed; and

WHEREAS, Composite and CE have proposed a development, as hereinafter described, within the TID and located on the Property. The City has determined that the proposed development by Composite and CE will promote and carry out the development objectives of the City and provide additional employment opportunities within the City.

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

1. Transfer of Property.

- A. Property Included in Transfer. Subject to the terms, covenants and conditions set forth in this Agreement, the City agrees to convey to the CE, and CE agrees to accept from the City, the City's interest in the Property. The City shall convey the Property to CE on an "As-Is With All Faults" condition, and the City shall have no further ongoing liability related to the Property as of the date of conveyance.

- B. No Cash Consideration. There shall be no cash consideration paid by Composite or CE to the City for the Property. Composite's and CE's covenant and agreement to use the Property for the development of the Development Project shall be valid and binding consideration for the City's conveyance of the Property. The City finds and agrees that the public interest or necessity demands, and will not be inconvenienced by, the conveyance of the Property to CE as contemplated by this Agreement. The City further finds and agrees that the City will receive significant value from the development of the Development Project, including the many public and community benefits.

- C. Failure of Project. In the event that Composite or CE decide not to proceed with the Development Project for any reason, Composite shall notify the City of such fact and this Agreement shall automatically terminate without cost or liability. Upon any such termination, CE shall quitclaim its interest in the Property to the City by quit claim deed if

requested to do so by the City. In the event that Composite or CE have not commenced the construction of improvements upon the Property within one (1) year of the date the Property is conveyed to CE or have not obtained an occupancy permit for such improvements within two (2) years of the date the Property is conveyed to CE, CE shall quitclaim its interest in the Property to the City by quit claim deed if requested to do so by the City.

2. Title.

A. Conditions of Title. At the Closing (as defined in paragraph 6 below), the City shall convey all of its right, title and interest in and to the Property to CE by quitclaim deed (the "Deed"). The City agrees that it will not take any action from and after the date of this Agreement to transfer all or any part of the Property to any person or entity, or take any action to create any title encumbrance, without the prior written consent of Composite or CE. CE agrees that it will drain stormwater from impervious areas on the Property to the existing storm water pond located to the north of Development Court in a manner not to erode or otherwise damage the banks of the storm water pond. In the event of erosion or other damage to the banks of the storm water pond caused by CE, CE shall remediate the same at their sole cost and expense. The obligations regarding the drainage and maintenance responsibilities set forth above shall be part of the Deed Restrictions (as defined below).

B. Responsibility for Title Insurance. CE understands and agrees that its right, title and interest in the Property shall not exceed that vested in the City, and that the City is under no obligation to furnish any policy of title insurance or survey in connection with the transfer of Property. To the extent Composite or CE desire or require title insurance or a survey in connection with the transfer of the Property these items shall be obtained by Composite or CE at Composite's or CE's sole cost and expense.

3. AS-IS Transfer; Release.

A. Composite's and CE's Independent Investigation of the Property. Composite and CE shall perform any due diligence on the Property that Composite or CE determine is necessary or appropriate, and the City agrees to give Composite and CE access to perform any such due diligence, subject to the rights of any third parties.

B. Entry and Indemnity. All entries by Composite, CE, or their agents onto the Property to perform any testing or other investigations which could affect the physical condition of the Property (including, without limitation, soil borings) or the uses thereof will be made only pursuant to the terms and conditions of a permit to enter substantially on the City's form and with such insurance and indemnity provisions as are satisfactory to the City. Composite and CE shall maintain, and shall require that its agents maintain, public liability and property damage insurance in amounts and in form and substance adequate to insure against all liability of Composite, CE, and their agents, arising out of any entry or inspection of the Property in connection with the transaction contemplated hereby, and Composite and CE shall provide the City with evidence of such insurance coverage upon request from the City.

C. As-Is Conveyance. COMPOSITE AND CE SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THE CITY IS CONVEYING AND CE IS ACCEPTING THE PROPERTY ON AN “AS-IS WITH ALL FAULTS” BASIS SUBJECT TO ALL APPLICABLE LAWS, RULES AND ORDINANCES, INCLUDING WITHOUT LIMITATION, ANY ZONING ORDINANCES, OR OTHER REGULATIONS GOVERNING THE USE, OCCUPANCY OR POSSESSION OF THE PROPERTY. COMPOSITE AND CE REPRESENT AND WARRANT THAT COMPOSITE AND CE ARE RELYING SOLELY ON THEIR INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY.

D. Release of City with Regard to Hazardous Materials. As part of its agreement to accept the Property in its “As-Is With All Faults” condition, Composite and CE, on behalf of themselves and their successors and assigns, waive any right to recover from, and forever release and discharge, City, its officers, employees, agents, contractors and representatives, and their respective heirs, successors, legal representatives and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys’ fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (i) the physical, geological or environmental condition of the Property, including, without limitation, any hazardous material in, on, under, above or about the Property, and (ii) any federal, state, local or administrative law, rule, regulation, order or requirement applicable thereto.

4. Easements to City. Upon conveyance of the Property to the City to CE, and as a condition thereto, CE shall grant a bicycle trail easement to the City in substantially the same form and substance as set forth on Exhibit B-1 (the “Trail Easement”) and a drainage easement in substantially the same form and substance as the attached Exhibit B-2 (the “Drainage Easement”).

5. Closing of Transfer of Property.

A. The closing of the transfer of the Property (“Closing”) shall take place on or before April 6, 2015 (the “Closing Date”) and shall take place at the City and at such time and on such date as mutually agreeable to City and Composite.

B. At Closing, the City shall execute and deliver the following:

i. The Deed, in recordable form; and

ii. A resolution or other evidence of authorization of the transfer of the Property acceptable to the Composite.

C. At Closing, CE shall execute and deliver to the City the fully executed Trail Easement and Drainage Easement, both in recordable form.

D. At Closing, Composite shall execute and deliver to the City a fully executed Promissory Note (as defined below) and shall cause a fully executed Mortgage (as defined below) and Guaranties (as defined below) to be delivered to the City.

E. At Closing, CE shall pay all recording fees and filing costs, all transfer taxes, and the title insurance premium for CE's owner's policy of title insurance, if obtained by CE, and the costs of the endorsements to the owner's policy of title insurance.

6. City Loan to Composite.

A. Pursuant to the terms and conditions of this Agreement, City agrees to make, and Composite agrees to accept, a loan in an amount not to exceed One Hundred Thousand and 00/100s Dollars (\$100,000.00) (the "Loan"). The proceeds of the Loan shall be used by Composite exclusively to purchase equipment to be used and placed in service at the Property (the "Equipment").

B. The proceeds of the Loan shall be made by City directly to Composite, upon Composite providing the City with documentation, to the City's reasonable satisfaction, that the Equipment has been ordered by Composite. The City shall not be obligated to disburse proceeds of the Loan until CE has commenced construction of the improvements upon the Property. The City shall not be obligated to disburse the proceeds of the Loan until Composite has executed and delivered to the City the SBSA (as defined below). The City shall not be obligated to disburse the proceeds of the Loan until such time as CE has provided the City with a reasonably acceptable storm water plan or grading plan which shall include draining storm water from impervious areas on the Property to the existing storm water pond located to the north of Development Court in a manner not to erode or otherwise damage the banks of the storm water pond.

C. The Loan shall be evidenced by a promissory note in a form reasonably acceptable to the City and Composite (the "Promissory Note"). The Promissory Note shall accrue interest at the rate of zero percent (0%) per annum with a default interest rate of eight percent (8%) per annum. The Promissory Note shall be secured by a mortgage on the Property (the "Mortgage") and a purchase money security interest in the Equipment pursuant to a selective business security agreement (the "SBSA"). The obligations under the Promissory Note shall be guaranteed by CE and Cory Thorson pursuant to a continuing, unlimited guaranty in a form reasonably acceptable to the City (collectively, the "Guaranties").

D. For each year during the term of this Agreement that Composite operates its business at the Property and has the Equipment placed at the Property, the City shall forgive Ten Thousand and 00/100s Dollars (\$10,000.00) of the principal amount due under the Promissory Note. For the purposes of this Agreement Composite operating its business at the Property shall mean that Composite has at least two (2) workers working Full Time Jobs (as defined below) at the Property at least seventy-five percent (75%) of the calendar year. "Full Time Jobs" shall mean workers working at least thirty-five (35) hours per week.

E. In the event that there exists a default under the Promissory Note the unforgiven amounts owed thereunder shall become immediately due and payable and if unpaid shall accrue interest at the default interest rate.

F. The City shall have the right to inspect the Equipment, including, without limitation the Equipment's placement at the Property, from time to time upon reasonable notice during regular business hours. The City shall also have the right to audit all financial and related records associated with the Equipment and the existence of Full-Time Jobs at the Property upon reasonable notice to Composite.

7. Real Estate Taxes. Composite agrees that prior to the date that is ten (10) years after the Effective Date (the "Termination Date"), Composite (or a successor owner of the Property as applicable) will pay, when due, all real ad valorem real estate taxes on the Property. Subject to the Deed Restrictions (as defined below) in favor of the City which encumber the City's business park of which the Property is a part, Composite may transfer the Property to an entity or third party at any time; provided, however, that the obligation of the owner of the Property to continue making ad valorem real estate tax payments shall apply through the Termination Date whether or not the entity or other third party as successor to the Property is an entity or body normally exempt from paying ad valorem real estate taxes. Upon reaching the Termination Date, all future ad valorem real estate tax payments, and applications of exemptions from ad valorem real estate taxes, shall be made in accordance with normal rules concerning the same.

8. Deed Restrictions. The Deed shall include the City's standard business park deed restrictions as set forth on the attached Exhibit C (the "Deed Restrictions"), which shall be in favor of the City and which shall encumber the Property.

9. Right of First Refusal. Upon the transfer of the Property to Composite, Composite shall grant to the City a right of first refusal to purchase the Property under the terms and conditions reasonably acceptable to Composite and the City. Such terms shall include that if at any time during the term of the Agreement, Composite receives any bona fide offer to purchase (the "Offer to Purchase") the Property, which offer Composite desires to accept, Composite shall give notice to the City in writing of such offer, and the City shall have forty (40) days after receipt of such notice within which to notify Composite of the City's election to purchase the Property upon the terms and conditions set forth in the Offer to Purchase. The notice from Composite to the City shall contain a copy of the Offer to Purchase as described in the offer. If the City elects to exercise its right of first refusal, by providing notice to Composite within the time period set forth above, Composite and the City shall proceed to close the transfer of the Property in the time period for the closing as set forth in the Offer to Purchase. In the event that the City fails to provide Composite with notice within the time period set forth above, Composite may transfer the Property free and clear of the terms of the Right of First Refusal. In the event that neither the City nor a third-party purchaser closes on the purchase of the Property pursuant to any offer to purchase, the Right of First Refusal shall renew and continue in effect with respect to subsequent Offer(s) to Purchase.

10. Miscellaneous.

A. Assignment. Composite shall not have the right to assign this Agreement to any other party without the prior written consent of City, in City's sole discretion. No assignment of this Agreement shall serve to release Composite from any liability or obligations under this Agreement.

B. Recording. Recording of this Agreement is prohibited except as allowed in this paragraph. At the request of either party, the parties shall promptly execute and record, at the cost of the requesting party, a short form memorandum describing the Property and stating restrictions related to ad valorem real estate taxes contained in paragraph seven (7) above, the Termination Date, and other information the parties agree to include.

C. Notices. All notices must be in writing and must be sent by United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified below:

Composite: Composite Envisions LLC
350 86th Avenue
Wausau, WI 54401

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

Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

D. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

E. Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin.

F. Time is of the Essence. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor.

G. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Composite.

H. Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

I. Counterparts/Electronic Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

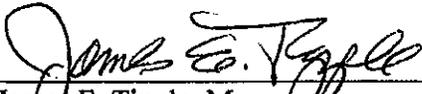
COMPOSITE ENVISIONS LLC

By: 
Cory Thorson, Authorized Member

C.E. ACQUISITIONS LLC

By: 
Cory Thorson, Authorized Member

CITY OF WAUSAU

By: 
James E. Tipple, Mayor

Attest: 
Toni Rayala, Clerk

EXHIBIT A
Legal Description of Property

Lot two (2) of Certified Survey Map No. 17044 recorded in Volume 80 of Certified Survey Maps on page 106 in the office of the Register of Deeds for Marathon County, Wisconsin; being a part of the Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4), and part of the Northeast quarter (NE 1/4) of the Southwest quarter (SW 1/4) in Section Twenty-five (25), Township Twenty-nine (29) North, Range, six (6) East, in the City of Wausau, Marathon County, Wisconsin.

EASEMENT AGREEMENT

Document Number

Document Title

THIS AGREEMENT made this 6th day of April, 2015, by and between C.E. Acquisitions LLC, a Wisconsin limited liability company, GRANTOR, and the City of Wausau, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, CITY;

WITNESSETH:

WHEREAS, City wishes to construct and maintain a bike trail for public use across land owned by GRANTOR; and

WHEREAS, GRANTOR will allow this public bike trail as a permanent easement across GRANTOR's property upon certain terms and conditions as hereinafter enumerated.

NOW, THEREFORE, the parties hereto agree as follows:

1. GRANTOR hereby grants to CITY a permanent easement across property owned by GRANTOR as hereinafter described, which easement shall be for the purpose of establishing and maintaining a bike trail, for the benefit of the public; which access shall specifically include but not be limited to individuals on foot, on bicycles, on roller blades, skateboards, motorized wheelchairs and similar methods of conveyance, and other methods of conveyance approved and allowed by CITY.
2. The easement area is described below and shown on Exhibit "A" and incorporated herein by reference.

Part of Lot 2 of Certified Survey Map No. 17044 recorded in the office of Register of Deeds for Marathon County in Volume 80 of Certified Survey Maps on page 106, being part of the NW¼ of the SW¼, and part of the NE¼ of the SW¼, Section 25, Township 29 North, Range 6 East, City of Wausau, Marathon County, Wisconsin, described as follows:

That portion of said Lot 2 lying Southeasterly of a line 25 feet Northwesterly of and parallel with the Northwesterly right-of-way of International Drive.

3. CITY shall be allowed to construct, repair and/or replace all or any portion of the bike trail and related improvements from time to time and at any time at its sole cost and expense.
4. In granting the easement, GRANTOR makes no representations or warranties of any kind whatsoever with regard thereto, it being understood and agreed that CITY shall have sole and complete liability and responsibility for the easement area and its use and operation, and all aspects thereof. CITY, by entering into this Agreement, covenants and agrees that CITY is relying on its own investigation as to the condition of the easement area and the real estate upon which it is granted, for use in the manner as contemplated herein. CITY covenants and agrees that CITY is not relying in any manner upon any representation, warranty, or statement made by GRANTOR, its employees, or its agents as to the condition of this real property. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE GRANTOR'S PROPERTY, THE EASEMENT PREMISES, OR THE TEMPORARY EASEMENT PREMISES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF FITNESS FOR GRANTEE'S EXPRESS PURPOSE UNDER THIS AGREEMENT. NO EMPLOYEE OR AGENT OF GRANTOR IS OR HAS BEEN AUTHORIZED BY GRANTOR TO AMEND OR OTHERWISE MODIFY THIS DISCLAIMER BY WRITTEN OR ORAL MEANS AND ANY SUCH AMENDMENT OR OTHER MODIFICATION IS HEREBY EXPRESSLY DENIED BY GRANTOR.

Recording Area

Name and Return Address
City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

PIN: Part of 37-291-4-2906-253-0951

5. With the exception of negligent actions or omissions by GRANTOR, its employees, agents, and officers, CITY agrees to release, indemnify and hold harmless GRANTOR, its affiliates and their respective employees, agents, and officers, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone, or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law, or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to CITY's and/or anyone else's operations, actions or omissions on the easement area; specifically included within this release, indemnification and hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced indemnified entities and/or individuals.
6. CITY shall be responsible for and shall undertake at its sole cost and expenses all upkeep and maintenance of the easement area and the improvements therein, except for snow removal. GRANTOR will be responsible for snow removal per City ordinances. If CITY fails to adequately maintain the easement area and the improvements therein, GRANTOR may provide CITY with a written notice setting forth the needed upkeep or, maintenance. If CITY does not commence such upkeep or maintenance within thirty (30) days from the date of receipt of the aforesaid written notice, and such failure to commence such maintenance or repair work is not due to a cause beyond CITY's control, then GRANTOR shall have the right, but not the obligation, to perform any such action, and the cost thereof shall be paid by CITY to GRANTOR immediately upon demand.
7. CITY agrees that the easement area will be covered under the CITY's general liability insurance policy in the same manner that public bike trail is currently covered. The costs of all premiums for such coverage shall be paid when due.
8. This agreement shall run with the land, encumbering the property encompassed by the easement area in perpetuity, and shall be binding on and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

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

CITY OF WAUSAU BY:

C.E. ACQUISITIONS LLC BY:

James E. Tipple, Mayor

Cory Thorson, Authorized Member

Toni Rayala, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 6th day of April, 2015, the above named James E. Tipple, Mayor, and Toni Rayala, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 6th day of April, 2015, the above named Cory Thorson, as Authorized Member of C.E. Acquisitions LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Scott A. Jackman
Notary Public, Wisconsin
My commission is permanent

This document was prepared by
Anne L. Jacobson, City Attorney
for the City of Wausau
407 Grant Street
Wausau, WI 54403

Document No.

EASEMENT AGREEMENT

Document Title

THIS AGREEMENT, made this 6th day of April, 2015, by and between C.E. ACQUISITIONS LLC, a Wisconsin limited liability company, Grantor, and the CITY OF WAUSAU, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair storm sewer which may be constructed through and under the lands hereinafter described.

The permanent easement and perpetual right of entry is described as follows:

Part of Lot 2 of Certified Survey Map No. 17044 recorded in the office of Register of Deeds for Marathon County in Volume 80 of Certified Survey Maps on page 106, being part of the NW¼ of the SW¼, and part of the NE¼ of the SW¼, Section 25, Township 29 North, Range 6 East, City of Wausau, Marathon County, Wisconsin, described as follows:

A 30 foot wide easement centered on the following described centerline;

Commencing at the intersection of the Northwesterly right-of-way of International Drive and the Northeasterly right-of-way of Development Court, said intersection being the Southeasterly corner of said Lot 2; thence N62°19'52"W, along said Northeasterly right-of-way, 90.72 feet to the point of beginning of said centerline;

Thence N27°40'08"E, 145.23 feet; thence N03°25'13"W, 40.61 feet to Northeasterly line of said Lot 2 and the end of said centerline.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims which may arise from the existence, use, and/or maintenance of said permanent easement. Grantee further agrees that it will attempt to return the disturbed lands subject to this easement to a similar condition which existed prior to the construction.

No buildings or structures except surface improvements such as, but not limited to, asphalt pavement, sidewalk, curb and gutter, etc. shall be constructed upon or across the permanent easement lands; nor shall large trees be planted upon the permanent easement lands, but small trees and shrubs not exceeding approximately eight feet in height at maturity are permitted.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

Recording Area

Name and Return Address
City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

PIN: Part of 37-291-4-2906-253-0951

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

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

CITY OF WAUSAU BY:

C.E. ACQUISITIONS LLC BY:

James E. Tipple, Mayor

Cory Thorson, Authorized Member

Toni Rayala, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 6th day of April, 2015, the above named James E. Tipple, Mayor, and Toni Rayala, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 6th day of April, 2015, the above named Cory Thorson, as Authorized Member of C.E. Acquisitions LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Scott A. Jackman
Notary Public, Wisconsin
My commission is permanent.

This instrument was prepared by
Anne L. Jacobson, City Attorney
for the City of Wausau
407 Grant Street
Wausau WI 54403

EXHIBIT C
Deed Restrictions

1. GRANTEE shall drain stormwater from impervious areas on the Property to the existing storm water pond located to the north of Development Court in a manner not to erode or otherwise damage the banks of the storm water pond. In the event of erosion or other damage to the banks of the storm water pond cause by the GRANTEE, the GRANTEE shall remediate the same at their sole cost and expense.

2. GRANTEE shall build within one year of the date of the conveyance of the Property to GRANTEE.

3. In the event GRANTEE fails to start construction or make substantial use of the Property within one year of the date of purchase, the City of Wausau (CITY) shall have the option of repurchasing the Property at the original sale price of zero dollars (\$0.00), plus the cost, less depreciation, if any, of any documented, mutually agreed upon improvements made to the Property. "Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.

In the event GRANTEE elects to convey all or any portion of the Property, the Property shall first be offered to CITY and CITY shall have the option of repurchasing the Property at the price and terms offered to GRANTEE by a prospective buyer.

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

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

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

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

5. All improvements placed on the Property and any alterations done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations,

and specifically, adequate provisions shall be made by the GRANTEE to comply with the setback, parking and off-street loading provisions of the Zoning Code.

6. The Property, or any part thereof, shall not be leased, assigned, transferred or sublet, in whole or in part, without the prior written consent of CITY, and only after a resolution passed by the Wausau Common Council, authorizing the action.

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

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

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

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

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

12. The Property shall not have direct access onto Stewart Avenue unless approved by CITY.

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

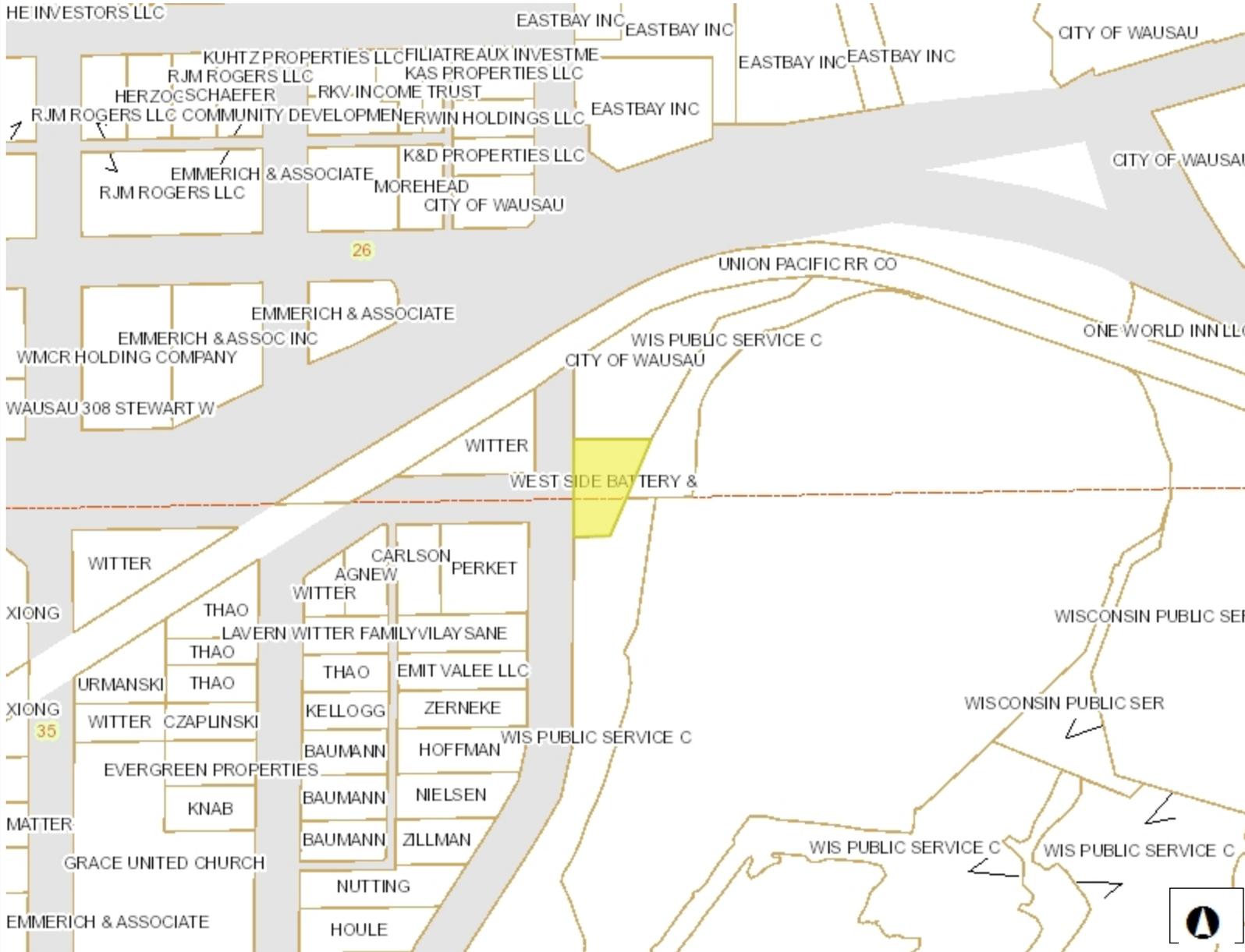
14. Before any outside area of the Property is used for storage parking of trucks, trailers, tractors and other motor vehicles, prior approval for such storage parking must be received, in writing, from CITY.

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

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

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

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



Legend

- Owner Last Names
- Parcels
- Land Hooks
- Section Lines/Numbers
- Right Of Ways

Notes



User_Defined_Lambert_Conformal_Conic

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