

A quorum of the Administration Committee, Board of Public Works, Park Board, and/or Common Council may attend this meeting; (Although it is not expected than any official action of any of those bodies will be taken).

**CITY OF MENASHA  
REDEVELOPMENT AUTHORITY  
Council Chambers, 3<sup>rd</sup> Floor, City Hall  
140 Main Street, Menasha**

**February 3, 2015**

**5:00 PM**

**AMENDED AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
  - 1. [Minutes of the December 9, 2014 Redevelopment Authority Meeting](#)
- D. PUBLIC COMMENTS ON ANY MATTER OF CONCERN ON THIS AGENDA  
(five (5) minute time limit for each person)
- E. DISCUSSION
  - 1. RR Donnelly Update
- F. ACTION ITEMS
  - 1. [Subordination to Second Position on Mortgage from the Redevelopment Authority to the Ponds of Menasha, LLC to facilitate Phases II & III of the Ponds of Menasha Subdivision](#)
- G. ADJOURNMENT

**CITY OF MENASHA**  
**Redevelopment Authority**  
**Council Chambers, 3<sup>rd</sup> Floor, City Hall – 140 Main Street**  
**December 9, 2014**  
**DRAFT MINUTES**

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**A. CALL TO ORDER**

The meeting was called to order at 5:02 PM by Chairman Kim Vanderhyden.

**B. ROLL CALL/EXCUSED ABSENCES**

REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Ald. Jim Englebert, Chairman Kim Vanderhyden, Tim Caudill, Bob Stevens, and Gail Popp.

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Linda Kennedy and Kip Golden.

OTHERS PRESENT: CDD Keil and CA Captain.

**C. MINTUES TO APPROVE**

**1. Minutes of the September 22, 2014 Redevelopment Authority Meeting**

Motion by Ald. Englebert, seconded by Gail Popp to approve the September 22, 2014 Redevelopment Authority meeting minutes.

The motion carried 5-0.

**D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA**

(five (5) minute time limit for each person)

No one spoke.

**E. COMMUNICATIONS**

1. None.

**F. DISCUSSION ITEMS**

**1. RR Donnelley Terms for Purchase**

CDD Keil reported that he and Attorney Captain had met with outside legal council to discuss basic terms and a process for presenting an offer to RR Donnelley for its Anhaip Street property. A face to face meeting is being sought with Donnelley representatives to discuss how environmental, site acquisition and demolition may be handled.

Commissioners discussed timing of the acquisition process and financing considerations.

**G. ACTION ITEMS**

- 1. Amendment to Land Purchase and Development Agreement – Cypress Homes & Reality, Inc**  
CDD Keil reported that he and Chairman Vanderhyden had met with Mike Blank from Cypress Homes and Realty to discuss additional lot purchases and home construction by Cypress in the Lake Park Villas Phase 2 Homeowners Association (HOA). Cypress is requesting that the incentive payment due from the City of Menasha for the Cottages at Lake Park development be accelerated to facilitate the purchase of additional lots in the Phase 2 HOA. This will require another amendment to the 2011 development agreement among the city and Cypress as well as the execution of a second land purchase and development agreement among the city and RDA.

CA Captain reviewed the terms of the agreement and noted that the \$75,000.00 incentive payment

has already been earned by Cypress under the 2011 agreement, but the payment is being accelerated from the 2018 final payout date. The second agreement with the RDA commits the RDA to sell and Cypress to buy three lots in the Phase 2 HOA in 2015 and commits Cypress to build a second model home upon the sale of the existing model.

Commissioners discussed potential risks to the city and RDA and the past positive performance of Cypress in the Cottages at Lake Park and other developments.

Motion by Ald. Englebert, seconded by Kim Vanderhyden to approve the Second Amendment to the Land Purchase and Development Agreement By and Between The Redevelopment Authority of the City of Menasha and Cypress Homes and Reality, Inc.

The motion carried.

#### **G. ADJOURNMENT**

Motion by Kim Vanderhyden, seconded by Gail Popp to adjourn at 5:38 p.m.

The motion carried 5-0.

*Minutes respectfully submitted by CDD Greg Keil.*



State Bar of Wisconsin Form 21-2003  
**MORTGAGE**

Document Number

Document Name

Register of Deeds  
Calumet County, WI

Received for Record  
Date: 1/06/12 11:42  
Tamara Aiten

Ponds of Menasha, LLC

("Mortgagor," whether one or more) mortgages to The Redevelopment Authority of the City of Menasha

its successors or assigns ("Mortgagee," whether one or more), to secure payment of \$390,269.00 evidenced by a note or notes, or other obligation ("Obligation") dated October 28, 2011, executed by Jeffrey T. Marlow of Ponds of Menasha, LLC

Recording Area

Name and Return Address  
Redevelopment Authority of the City of Menasha  
140 Main Street  
Menasha, WI 54952

ENVELOPE

to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising there from, including insurance proceeds and condemnation awards, structures, improvements and fixtures located thereon, in xxxxxxx Calumet County, State of Wisconsin ("Property"):

Part of 7-1772-00

Parcel Identification Number (PIN)

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

This is a purchase money mortgage.  
(is) (is not)

SEE ATTACHED EXHIBIT "A".

**1. MORTGAGOR'S COVENANTS.**

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:

Terms and conditions of a Development Agreement between the parties dated September 7, 2011. Mortgagor will forever warrant and defend the premises against the claims of all persons whomsoever.

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee



otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 3 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. **ASSIGNMENT OF RENTS.** Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats, as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION.** Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES.** To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:**

- ☐ A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- ☐ B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are Ponds of Menasha, LLC, 1300 N. Kimps Court, Green Bay, Wisconsin, 54313;

(6) the state of organization and the organizational identification number of the debtor (if applicable) are Wisconsin; and

(7) the address of the secured party is 140 Main Street, Menasha, Wisconsin, 54952

13. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated 11/22/11.

Ponds of Menasha LLC

\_\_\_\_\_(SEAL) *Jeffrey T. Marlow* (SEAL)  
\* Jeffrey T. Marlow

\_\_\_\_\_(SEAL) \_\_\_\_\_ (SEAL)  
\* \_\_\_\_\_ \*

#### AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

\* \_\_\_\_\_

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

THIS INSTRUMENT DRAFTED BY:  
City Attorney Pamela A. Captain  
SBN 1023192

#### ACKNOWLEDGMENT

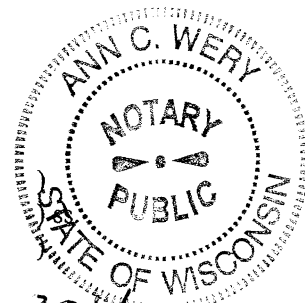
STATE OF WISCONSIN

~~Winnebago~~ Brown COUNTY

Personally came before me on 11-22-2011  
the above-named Jeffrey T. Marlow

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

*Ann C. Wery*  
\* Ann C. Wery  
Notary Public, State of Wisconsin  
My Commission (is permanent) (expires: 4-29-2012)



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

MORTGAGE NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.  
STATE BAR OF WISCONSIN FORM NO. 21-2003

\* Type name below signatures.

## EXHIBIT "A"

Lot One (1), Certified Survey Map No. 3277 filed in the Office of the Register of Deeds for Calumet County, Wisconsin on July 21, 2011 in Volume 28 on Page 73, as Document No. 466103, being all of Lot 1 CSM 3275 and all of Lot 3 CSM 3276, and All of which property being part of the Northwest 1/4 of the Northeast 1/4, part of the Northeast 1/4 of the Northeast 1/4 and part of the Southwest 1/4 of the Northeast 1/4 all located in Section Seventeen (17), Township Twenty (20) North, Range Eighteen (18) East, City of Menasha, Calumet County, Wisconsin.

The above parcels now described as Lots 1-5, inclusive, Lots 36-62, inclusive, and Lots 83-124, inclusive of the plat of THE PONDS OF MENASHA recorded on November 10, 2011.

DEVELOPMENT AGREEMENT BY & BETWEEN THE CITY OF MENASHA,  
WISCONSIN AND THE PONDS OF MENASHA, LLC

(for Phase IV) in accordance with Section 5.02.2 and before December 31, 2012, DEVELOPER shall acquire fee simple title to Lot 16 for Phase IV.

THIS SECTION → SECTION 3.01.1 CITY shall transfer Lot 1, Lot 2 and Lot 4 for Phase I, Phase II and  
OF THE DEVELOP- Phase III to DEVELOPER by warranty deed for \$17,000 per acre subject to the terms  
MENT AGREEMENT and conditions of this AGREEMENT and a separate Real Estate Purchase  
ASSIGNED FROM AGREEMENT to be executed by the parties. The Real Estate Purchase  
THE CITY TO AGREEMENT shall provide that DEVELOPER shall pay \$27,200 down at date of  
THE RDA closing and shall execute a Promissory Note in favor of CITY in the amount of the  
balance of the Purchase Price. The terms of the Note shall be zero percent (0%)  
interest until paid in full, except that in the event DEVELOPER fails to pay in full  
before January 1, 2020, then interest shall be paid at five percent (5%) per annum of  
the remaining balance assessed from the date of closing. DEVELOPER shall be  
required to make a payment of \$5,700 to CITY toward the outstanding balance of the  
Promissory Note for each Lot sold or transferred by DEVELOPER prior to or at the  
time of each closing using first proceeds for said payment. As security for said  
Promissory Note, the DEVELOPER shall give CITY a first mortgage position on  
Lot 2 and Lot 4 which CITY shall subordinate upon Phase I Development  
Improvements being completed and a second mortgage position on Lot 1, second to  
the first mortgage position of the commercial lending institution approved by  
DEVELOPER in the approximate amount of \$2,000,000 representing monies  
necessary for DEVELOPER's Public and Private Infrastructure obligations herein for  
Phase I, Phase II and Phase III. Closing shall take place on or before October 18,  
2011. Real estate shall be defined as Lot 1 (for Phase I), Lot 2 (for Phase II), Lot 4  
(for Phase III) estimated to be 41.2176 acres of land (Purchase Price estimated to be  
\$700,699.20 (\$17,000 x 41.2176)). CITY shall be responsible for any and all transfer  
taxes as well as preparation of any and all Certified Survey Maps. CITY shall further  
be responsible for obtaining the separate legal descriptions, one description for each  
respective Lot within each Phase. Certified Survey Map and legal description shall  
be provided to DEVELOPER by CITY, at CITY's sole expense, at least thirty (30)  
days prior to closing. The AGREEMENT of sale shall also provide that the CITY  
shall update all wetland studies for the Real Estate and provide a copy of said wetland  
studies to DEVELOPER at least fifteen (15) days prior to closing. The  
AGREEMENT shall further provide that the AGREEMENT is contingent upon the  
CSM mappings allowing for the development of one hundred twenty-four (124) or  
more residential real estate lots, as approved by DEVELOPER, within the real estate  
areas for Development Phase I and Development Phases II and III.

SECTION 3.01.2 Title Insurance. The CITY shall obtain and pay for a title insurance  
commitment in the amount of the purchase price. A commitment by the title  
company agreeing to issue a title policy upon the recording of proper documents as  
agreed herein shall be deemed sufficient performance. DEVELOPER may obtain  
additional title insurance at its cost. The CITY shall provide to DEVELOPER a  
preliminary commitment for title insurance not less than fifteen (15) days prior to the  
closing.

SECTION 3.01.3 Title. The CITY shall cooperate with DEVELOPER to clear up  
any defect in title that may be pertaining to the property; provided, however, the Real  
Estate shall be conveyed subject to (1) reasonable and customary easements and  
restrictions of record; (2) a reversion of title in accordance with this AGREEMENT;  
(3) requisite public and private utility easements; and (4) all other terms and



FORM NO. 985-A

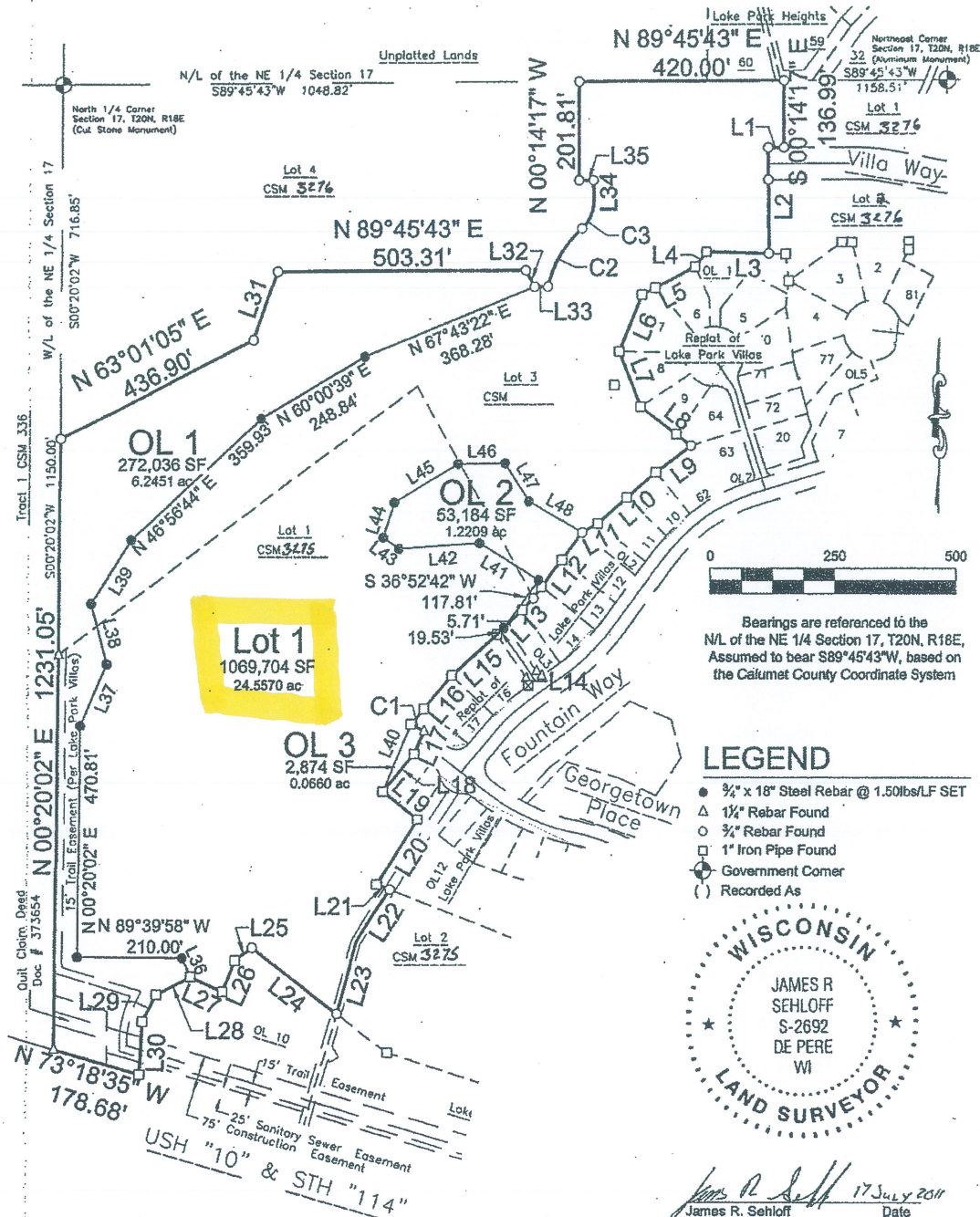


Stock No. 26273

EXHIBIT E-

## Certified Survey Map No. 3277

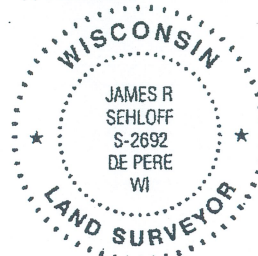
All of Lot 1 CSM 3275 and all of Lot 3 CSM 3276 being part of the Northwest 1/4 of the Northeast 1/4, part of the Northeast 1/4 of the Northeast 1/4 and part of the Southwest 1/4 of the Northeast 1/4 all located in Section 17, Township 20 North, Range 18 East, City of Menasha, Calumet County, Wisconsin.



Bearings are referenced to the N/L of the NE 1/4 Section 17, T20N, R18E, Assumed to bear S89°45'43\"W, based on the Calumet County Coordinate System

## LEGEND

- 3/4" x 18" Steel Rebar @ 1.50lbs/LF SET
- △ 1 1/4" Rebar Found
- 3/4" Rebar Found
- 1" Iron Pipe Found
- ⊙ Government Corner
- ( ) Recorded As



*James R. Sehloff* 17 July 2011  
James R. Sehloff Date  
Registered Land Surveyor No. S-2692

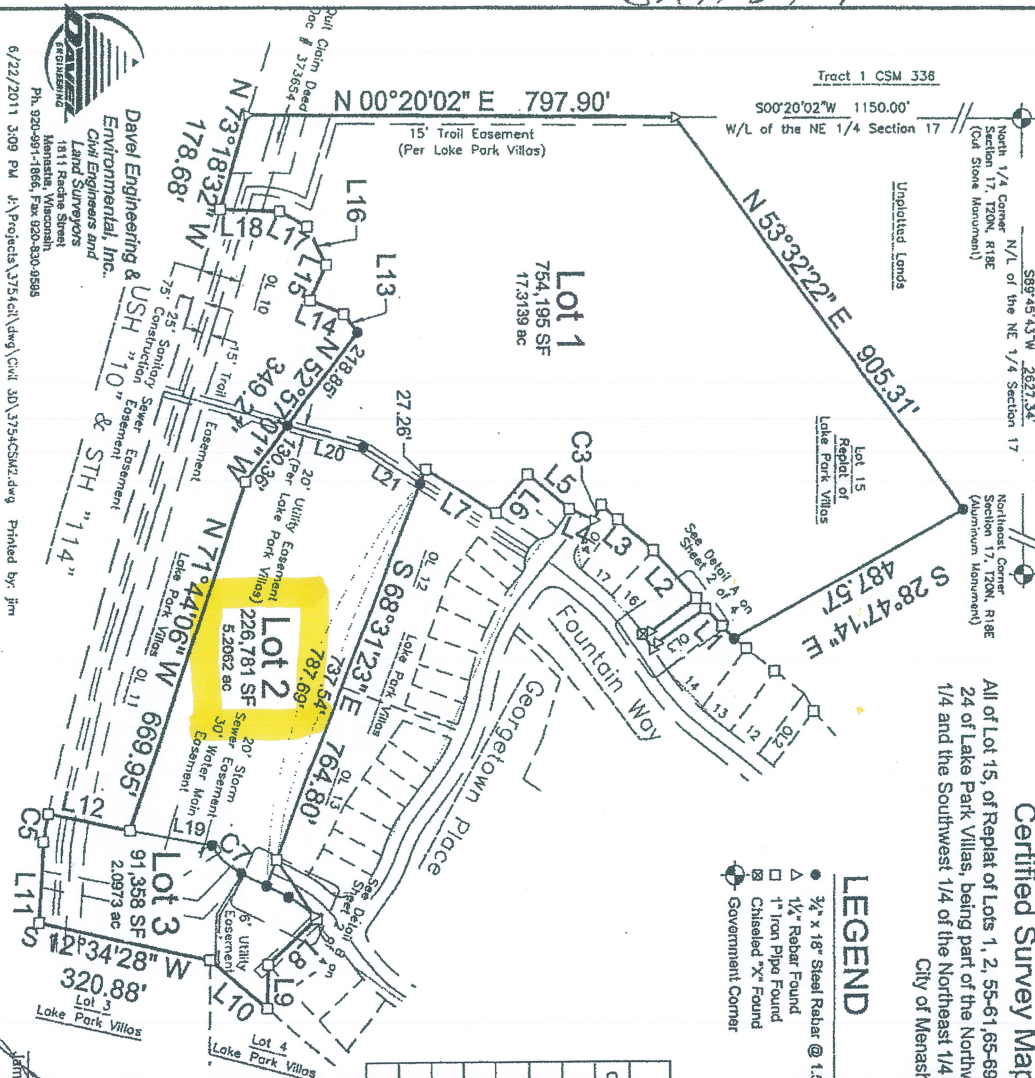


Davel Engineering &  
Environmental, Inc.  
Civil Engineers and  
Land Surveyors  
1811 Racine Street  
Menasha, Wisconsin  
Ph. 920-891-1886, Fax 920-830-9598

Survey for:  
City of Menasha  
140 Main Street  
Menasha, WI 54952

File: 3754CSM3.dwg  
Date: 06/22/2011  
Drafted By: jim  
Sheet: 1 of 4

EXHIBIT f.



Certified Survey Map No. 3275

All of Lot 15, of Replat of Lots 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, Outlots 8-9 and Outlot 24 of Lake Park Villas, being part of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 all being part of Section 17, Township 20 North, Range 18 East, City of Menasha, Calumet County, Wisconsin.

LEGEND

- 3/4" x 18" Steel Rebar @ 1.50ba/L SET
- △ 1/4" Rebar Found
- 1" Iron Pipe Found
- ⊗ Chiseled "X" Found
- ⊙ Government Corner



Bearings are referenced to the N/L of the NE 1/4 Section 17, T20N, R18E. Assumed to bear S89°45'43"W, based on the Calumet County Coordinate System

CURVE TABLE

Curve	Radius	Chord Direction	Chord Length	Arc Length	Central Angle
C1	25.00'	S 82°53'04" E	14.87'	15.09'	34°35'30"
C2	25.00'	N 17°26'27" W	15.57'	15.83'	38°17'12"
C3	475.00'	S 62°39'51" E	30.05'	30.05'	3°37'30"
C4	24.00'	N 51°34'27" E	6.93'	6.95'	16°35'53"
C5	3712.20'	N 79°19'17" W	51.88'	51.88'	0°48'03"
C6	200.00'	N 34°36'35" E	60.26'	60.49'	17°19'49"
C7	125.00'	N 43°17'22" E	74.53'	75.68'	34°41'23"



James R. Sehlhoff R.L.S. 2692  
Date 1/24/2011

Survey for:  
City of Menasha  
140 Main Street  
Menasha, WI 54952  
File: 3754CSM2.dwg  
Date: 06/22/2011  
Drafter: jlm  
Sheet: 1 of 4

Davel Engineering & Inc.  
Environmental, Inc.  
Civil Engineers and  
Land Surveyors  
1811 Radio Street  
Menasha, Wisconsin  
Ph: 920-991-1866, Fax: 920-930-9588  
6/22/2011 3:09 PM d:\Projects\3754\dwg\civil\3754CSM2.dwg Printed by: jlm



FORM NO. 985-A

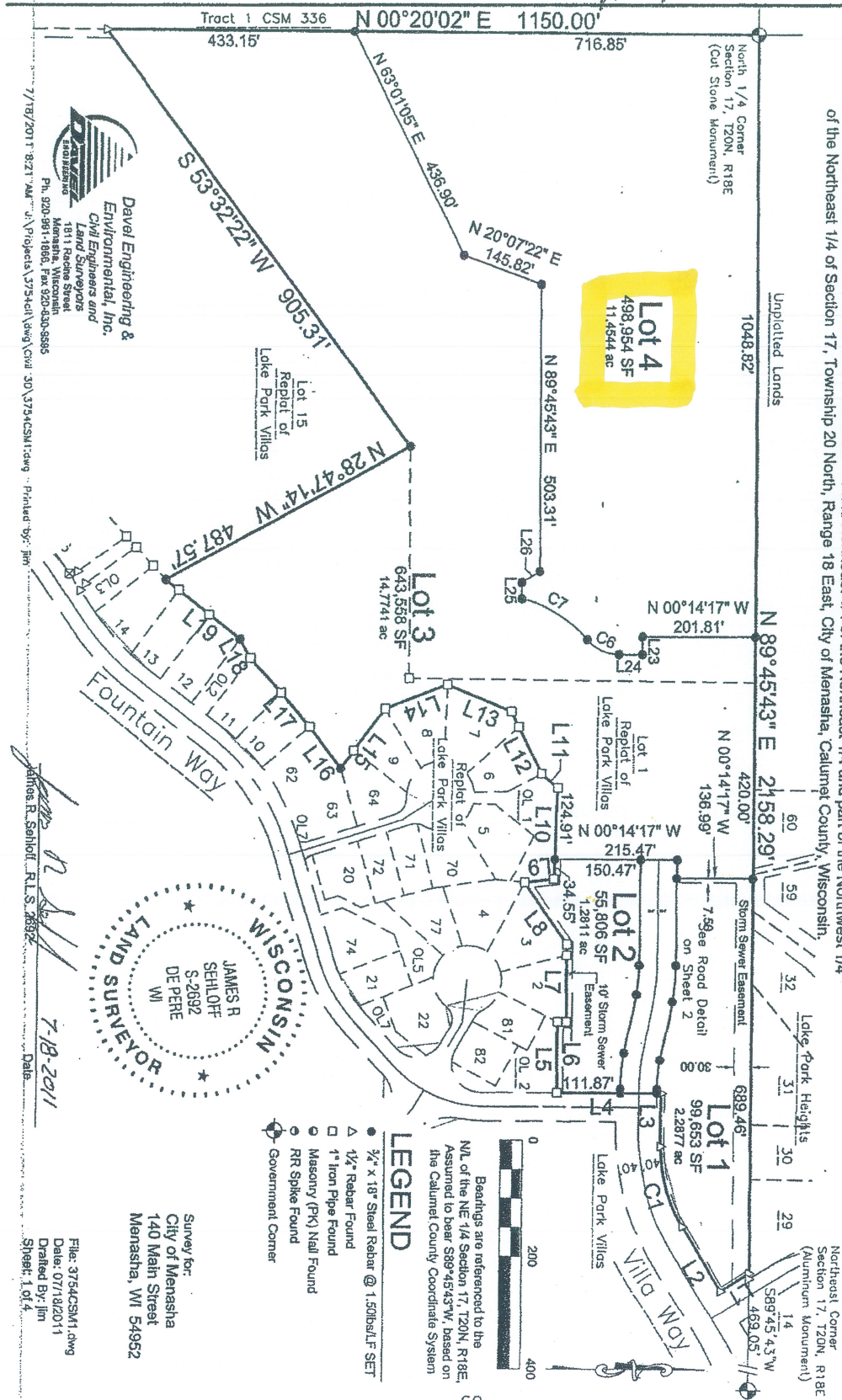


Stock No. 26273

Exhibit G

# Certified Survey Map No. 3276

All of Lot 1, of Replat of Lots 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, Outlots 4-5, Outlots 8-9 and Outlot 24 of Lake Park Villas, being part of the Northeast 1/4 of the Northeast 1/4 and Northeast 1/4 of the Northeast 1/4 and part of the Northwest 1/4 of the Northeast 1/4 of Section 17, Township 20 North, Range 18 East, City of Menasha, Calumet County, Wisconsin.



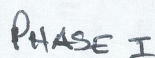


## The Ponds of Menasha

#### LOCATION MAP



Reprints: 500 reprints are included in the hard copy of *Foodborne Illnesses*. For 2009, 1143 additional reprints of each CHAPTER are available for purchase. Contact: [reprints@wiley.com](mailto:reprints@wiley.com)



### PHASE III

LPH TABLE			LPH TABLE		
LPH	Rating	Value	LPH	Rating	Value
1.0	1.0000000000	20.00	1.0	1.0000000000	100.00
1.1	1.1000000000	22.00	1.1	1.1000000000	110.00
1.2	1.2000000000	24.00	1.2	1.2000000000	120.00
1.3	1.3000000000	26.00	1.3	1.3000000000	130.00
1.4	1.4000000000	28.00	1.4	1.4000000000	140.00
1.5	1.5000000000	30.00	1.5	1.5000000000	150.00
1.6	1.6000000000	32.00	1.6	1.6000000000	160.00
1.7	1.7000000000	34.00	1.7	1.7000000000	170.00
1.8	1.8000000000	36.00	1.8	1.8000000000	180.00
1.9	1.9000000000	38.00	1.9	1.9000000000	190.00
2.0	2.0000000000	40.00	2.0	2.0000000000	200.00
2.1	2.1000000000	42.00	2.1	2.1000000000	210.00
2.2	2.2000000000	44.00	2.2	2.2000000000	220.00
2.3	2.3000000000	46.00	2.3	2.3000000000	230.00
2.4	2.4000000000	48.00	2.4	2.4000000000	240.00
2.5	2.5000000000	50.00	2.5	2.5000000000	250.00
2.6	2.6000000000	52.00	2.6	2.6000000000	260.00
2.7	2.7000000000	54.00	2.7	2.7000000000	270.00
2.8	2.8000000000	56.00	2.8	2.8000000000	280.00
2.9	2.9000000000	58.00	2.9	2.9000000000	290.00
3.0	3.0000000000	60.00	3.0	3.0000000000	300.00
3.1	3.1000000000	62.00	3.1	3.1000000000	310.00
3.2	3.2000000000	64.00	3.2	3.2000000000	320.00
3.3	3.3000000000	66.00	3.3	3.3000000000	330.00
3.4	3.4000000000	68.00	3.4	3.4000000000	340.00
3.5	3.5000000000	70.00	3.5	3.5000000000	350.00
3.6	3.6000000000	72.00	3.6	3.6000000000	360.00
3.7	3.7000000000	74.00	3.7	3.7000000000	370.00
3.8	3.8000000000	76.00	3.8	3.8000000000	380.00
3.9	3.9000000000	78.00	3.9	3.9000000000	390.00
4.0	4.0000000000	80.00	4.0	4.0000000000	400.00
4.1	4.1000000000	82.00	4.1	4.1000000000	410.00
4.2	4.2000000000	84.00	4.2	4.2000000000	420.00
4.3	4.3000000000	86.00	4.3	4.3000000000	430.00
4.4	4.4000000000	88.00	4.4	4.4000000000	440.00
4.5	4.5000000000	90.00	4.5	4.5000000000	450.00
4.6	4.6000000000	92.00	4.6	4.6000000000	460.00
4.7	4.7000000000	94.00	4.7	4.7000000000	470.00
4.8	4.8000000000	96.00	4.8	4.8000000000	480.00
4.9	4.9000000000	98.00	4.9	4.9000000000	490.00
5.0	5.0000000000	100.00	5.0	5.0000000000	500.00
5.1	5.1000000000	102.00	5.1	5.1000000000	510.00
5.2	5.2000000000	104.00	5.2	5.2000000000	520.00
5.3	5.3000000000	106.00	5.3	5.3000000000	530.00
5.4	5.4000000000	108.00	5.4	5.4000000000	540.00
5.5	5.5000000000	110.00	5.5	5.5000000000	550.00
5.6	5.6000000000	112.00	5.6	5.6000000000	560.00
5.7	5.7000000000	114.00	5.7	5.7000000000	570.00
5.8	5.8000000000	116.00	5.8	5.8000000000	580.00
5.9	5.9000000000	118.00	5.9	5.9000000000	590.00
6.0	6.0000000000	120.00	6.0	6.0000000000	600.00
6.1	6.1000000000	122.00	6.1	6.1000000000	610.00
6.2	6.2000000000	124.00	6.2	6.2000000000	620.00
6.3	6.3000000000	126.00	6.3	6.3000000000	630.00
6.4	6.4000000000	128.00	6.4	6.4000000000	640.00
6.5	6.5000000000	130.00	6.5	6.5000000000	650.00
6.6	6.6000000000	132.00	6.6	6.6000000000	660.00
6.7	6.7000000000	134.00	6.7	6.7000000000	670.00
6.8	6.8000000000	136.00	6.8	6.8000000000	680.00
6.9	6.9000000000	138.00	6.9	6.9000000000	690.00
7.0	7.0000000000	140.00	7.0	7.0000000000	700.00
7.1	7.1000000000	142.00	7.1	7.1000000000	710.00
7.2	7.2000000000	144.00	7.2	7.2000000000	720.00
7.3	7.3000000000	146.00	7.3	7.3000000000	730.00
7.4	7.4000000000	148.00	7.4	7.4000000000	740.00
7.5	7.5000000000	150.00	7.5	7.5000000000	750.00
7.6	7.6000000000	152.00	7.6	7.6000000000	760.00
7.7	7.7000000000	154.00	7.7	7.7000000000	770.00
7.8	7.8000000000	156.00	7.8	7.8000000000	780.00
7.9	7.9000000000	158.00	7.9	7.9000000000	790.00
8.0	8.0000000000	160.00	8.0	8.0000000000	800.00
8.1	8.1000000000	162.00	8.1	8.1000000000	810.00
8.2	8.2000000000	164.00	8.2	8.2000000000	820.00
8.3	8.3000000000	166.00	8.3	8.3000000000	830.00
8.4	8.4000000000	168.00	8.4	8.4000000000	840.00
8.5	8.5000000000	170.00	8.5	8.5000000000	850.00
8.6	8.6000000000	172.00	8.6	8.6000000000	860.00
8.7	8.7000000000	174.00	8.7	8.7000000000	870.00
8.8	8.8000000000	176.00	8.8	8.8000000000	880.00
8.9	8.9000000000	178.00	8.9	8.9000000000	890.00
9.0	9.0000000000	180.00	9.0	9.0000000000	900.00
9.1	9.1000000000	182.00	9.1	9.1000000000	910.00
9.2	9.2000000000	184.00	9.2	9.2000000000	920.00
9.3	9.3000000000	186.00	9.3	9.3000000000	930.00
9.4	9.4000000000	188.00	9.4	9.4000000000	940.00
9.5	9.5000000000	190.00	9.5	9.5000000000	950.00
9.6	9.6000000000	192.00	9.6	9.6000000000	960.00
9.7	9.7000000000	194.00	9.7	9.7000000000	970.00
9.8	9.8000000000	196.00	9.8	9.8000000000	980.00
9.9	9.9000000000	198.00	9.9	9.9000000000	990.00
10.0	10.0000000000	200.00	10.0	10.0000000000	1000.00

CART TABLE							
Class	Ratio	Condition	Cond Length	Size (bytes)	Dist. Length	Target Mapping	Target Mapping
1	0.000000	1	1	1	1	1	1

EXERCISES TABLE		
Exercises		
Ex 1	Res	750,00
	C PWC 100	770,00
	Res PWC 100	770,00
Ex 2	Res	770,00
	C PWC 100	780,00
Ex 3	Res	780,00
	C PWC 100	790,00
Ex 4	Res	790,00
	C PWC 100	800,00
Ex 5	Res	800,00
	C PWC 100	810,00
Ex 6	Res	810,00
	C PWC 100	820,00
Ex 7	Res	820,00
	C PWC 100	830,00
Ex 8	Res	830,00
	C PWC 100	840,00
Ex 9	Res	840,00
	C PWC 100	850,00
Ex 10	Res	850,00
	C PWC 100	860,00
Ex 11	Res	860,00
	C PWC 100	870,00
Ex 12	Res	870,00
	C PWC 100	880,00
Ex 13	Res	880,00
	C PWC 100	890,00
Ex 14	Res	890,00
	C PWC 100	900,00
Ex 15	Res	900,00
	C PWC 100	910,00
Ex 16	Res	910,00
	C PWC 100	920,00
Ex 17	Res	920,00
	C PWC 100	930,00
Ex 18	Res	930,00
	C PWC 100	940,00
Ex 19	Res	940,00
	C PWC 100	950,00
Ex 20	Res	950,00
	C PWC 100	960,00
Ex 21	Res	960,00
	C PWC 100	970,00
Ex 22	Res	970,00
	C PWC 100	980,00
Ex 23	Res	980,00
	C PWC 100	990,00
Ex 24	Res	990,00
	C PWC 100	1000,00

	PC	PC + 24	PC + 24 + 24	PC + 24 + 24 + 24
MSE	None	730.44	730.44	
	10 <sup>3</sup> PWC IN 24	730.24		
	10 <sup>3</sup> PWC to locate	731.13		
20 <sup>3</sup> P	None	730.36		
	10 <sup>3</sup> PWC IN	730.24		
PC + 2	None	730.44		
	10 <sup>3</sup> PWC IN	730.24		
PC + 4	None	730.44		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 2	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 4	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 6	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 8	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 10	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 12	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 14	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 16	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 18	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 20	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 22	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 24	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 26	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 28	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 30	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 32	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 34	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 36	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 38	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 40	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 42	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 44	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 46	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 48	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 50	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 52	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 54	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 56	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 58	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 60	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 62	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 64	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 66	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 68	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 70	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 72	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 74	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 76	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 78	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 80	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 82	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 84	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 86	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 88	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 90	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 92	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 94	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 96	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 98	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		
10 <sup>3</sup> I + 100	None	730.24		
	10 <sup>3</sup> PWC IN	730.24		

### LEGEND

- [illegible]

**SUPPLEMENTARY DATA**  
Total Area = 1,766,403 SF 41.2386 acres  
RWY Area = 539,873 SF 12.3603 acres  
Net Area = 1,475,782 SF 33.4793 acres  
Number of Lots = 125  
Average lot size = 11,806 SF  
Typical lot dimensions = 76'x 150'  
Linear feet of street = 6,043 LF  
Estimating zoning = Single Family Residential  
Proposed zoning = Same  
Approving Authorities  
City of Menasha  
Calumet County  
Coordinating Authorities  
Department of Public Works

**NOTES:**  
Utility and Drainage Easements  
will be shown on First Plat



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