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 Menasha City Center December 8, 2020

5:15 PM

AGENDA

A. CALL TO ORDER

- B. ROLL CALL/EXCUSED ABSENCES
- C. PUBLIC HEARING
- D. MINUTES TO APPROVE
 - 1. Minutes of the October 6, 2020, 2020 Redevelopment Authority Meeting
- E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN ON THIS AGENDA (five (5) minute time limit for each person)
- F. DISCUSSION / ACTION ITEMS
 - 1. Banta Redevelopment Update- YBR Properties LLC
 - 2. Land Acquisition Lawson Canal
 - 3. NAI Listing Agreement Provence Terrace Lots
 - 4. Land Acquisition 100 River Street and 2011 Manitowoc Road
 - 5. 2021 Redevelopment Authority Meeting Schedule
 - The RDA may adjourn into Closed Session pursuant to Wis. Statute 19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Land Acquisition 100 River Street and/or 2011 Manitowoc Road)
 - 7. The RDA may adjourn into Open Session to take action on items discussed in closed session.
 - 8. Set Next Meeting
- G. ADJOURNMENT

If you have questions, please call the Community Development Department at (920) 967-3650 between 8:00 AM – 4:00 PM, Monday through Friday.

CITY OF MENASHA Redevelopment Authority Menasha City Center 100 Main Street, Room 133 October 6, 2020 DRAFT MINUTES

A. CALL TO ORDER

Chairman Vanderhyden called the meeting to order at 5:15 PM.

B. ROLL CALL/EXCUSED ABSENCES

REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Chairperson Kim Vanderhyden, Alderperson Nichols, Matt Vanderlinden, Bob Stevens, Shane Correll and Gail Popp.

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Kip Golden

OTHERS PRESENT: CDD Schroeder, PP Stephenson, and Kevin Weber (Lunda Construction)

C. PUBLIC HEARING

No public hearing at this time.

D. MINUTES TO APPROVE

1. Minutes of the September 15, 2020 Redevelopment Authority Meeting A motion was made by Comm. Vanderlinden to approve the minutes of September 15, 2020 Redevelopment Authority Meeting. The motion was seconded by Comm. Correll.

Comm. Popp. noted a correction.

The motion carried with the correction.

E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN ON THIS AGENDA

(five (5) minute time limit for each person) No Comments.

F. DISCUSSION / ACTION ITEMS

1. Residential Lot Sale Update – Lake Park Villas (Gail Popp)

Gail Popp, Coldwell Banker, provided the RDA an update on the real estate activity of Lake Park Villas. No action was taken.

2. Banta Property – 460 Ahnaip Street

a. Acquisition of Temporary Access and Use by Lunda Construction – Racine Street Bridge Construction

CDD Schroeder provided the RDA an overview of the request by Lunda Construction to construct a temporary bridge across the Lawson Canal and gain temporary use and access of the Banta peninsula from the RDA. The proposed use and access would remain in place through the project or August of 2022. Lunda Construction estimates roughly 32,000 square feet of use and offered to compensate the RDA \$0.40 per square foot.

General discussion ensued including: temporary bridge design and construction, field office, timeline, removal of trees, parking, public access, Banta development, permanent Oak Street bridge, and DOT plans.

Kevin Weber with Lunda Construction answered additional questions.

Ald. Nichols motioned to approve the temporary access and use request by Lunda Construction as described within the submitted letter and map dated September 30, 2020 agreeing to the terms set forth within the letter with the compensation of \$0.40 per square foot. Motion was seconded by Comm. Vanderlinden. The motion carried.

3. Option to Purchase and First Right of Refusal of Lots 1-4 of CSM 2953 and Lots 1-3 of CSM 3511 – Lake Park Villas – Cypress Homes

CDD Schroeder provided the RDA a summary of the proposed Option to Purchase and First Right of Refusal drafted between the RDA and Cypress Homes for the purchase of 7 additional Lake Park Villas lots.

General discussion ensued including minor recommended changes.

Ald. Nichols motioned to approve the option to purchase and first right of refusal between the Redevelopment Authority and Cypress Homes as presented with minor modifications. Motion was seconded by Comm. Popp. The motion carried.

4. Set Next Meeting

The next meeting was set for December 8, 2020 at 5:15 PM with the possibility of a special meeting.

G. ADJOURNMENT

A motion was made by Comm. Vanderhyden to adjourn the meeting at 6:46 PM. The motion was seconded by Comm. Correll. The motion carried.

Minutes respectfully submitted by CDD Schroeder.



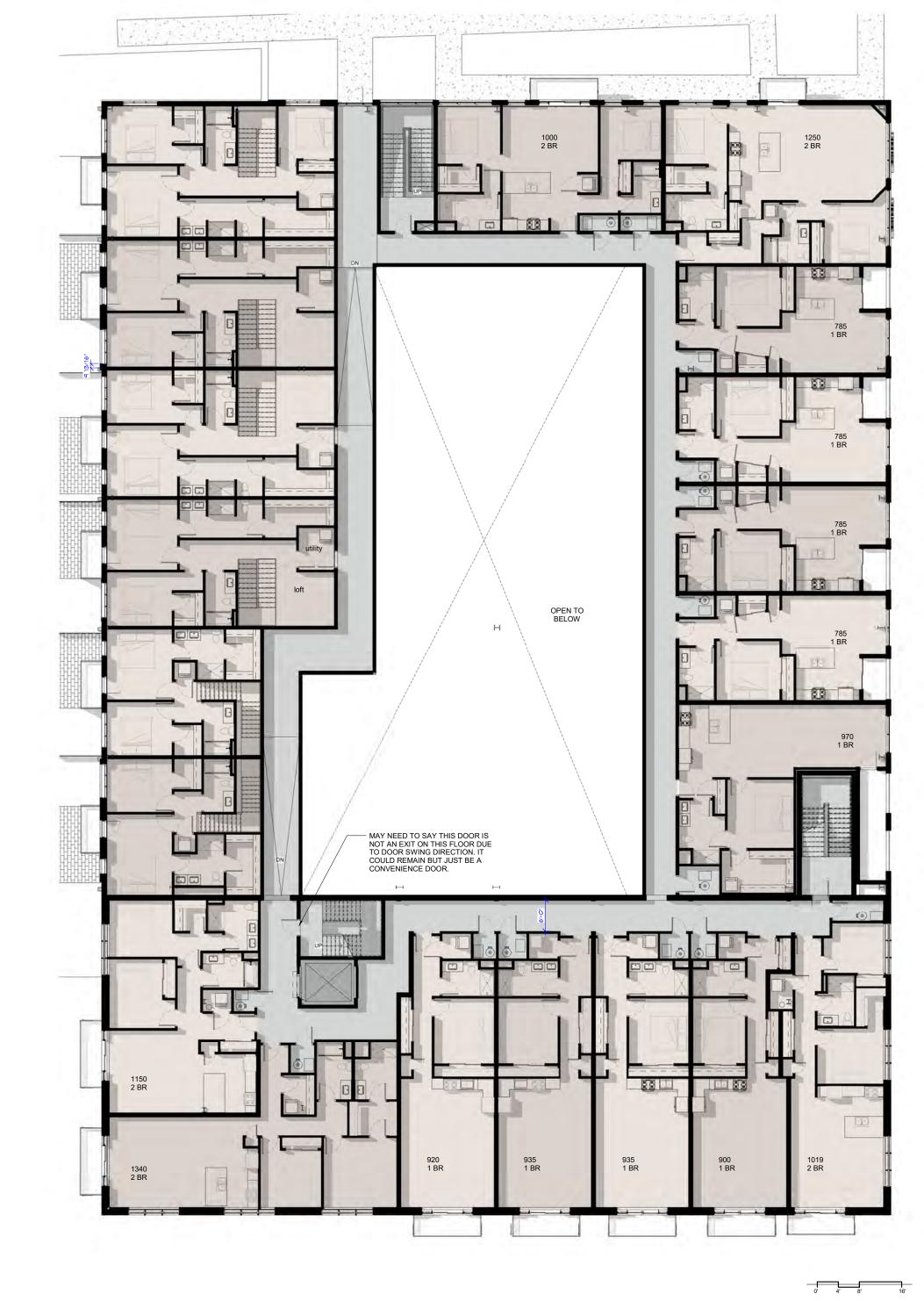
FIRST FLOOR

SCALE: 1/8" = 1'-0"



BANTA - Phase 1 SCHEMATIC DESIGN





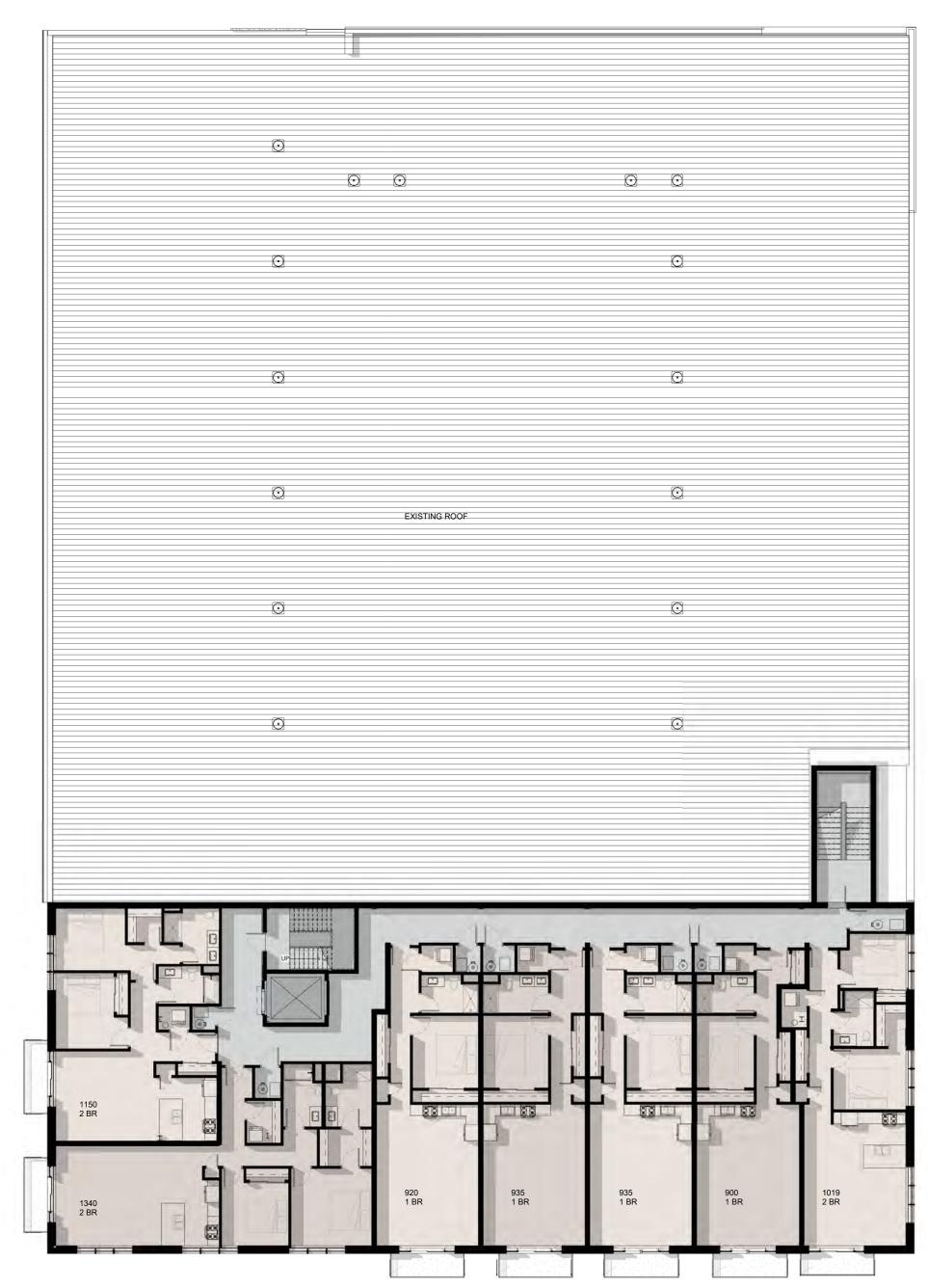
SECOND FLOOR

SCALE: 1/8" = 1'-0"



BANTA - Phase 1 SCHEMATIC DESIGN





GROSS FLOOR: 9482 = 48 OCC. =STAIRWELL DOORSWINGS AS SHOWN OK

THIRD FLOOR

SCALE: 1/8" = 1'-0"



BANTA - Phase 1 SCHEMATIC DESIGN



Gries Architectural Group Inc. 16'

4' 8'

--F



GROSS FLOOR: 9482 = 48 OCC. =STAIRWELL DOORSWINGS AS SHOWN OK

4' 8'

--F

FOURTH FLOOR

SCALE: 1/8" = 1'-0"



6

5

4

BANTA - Phase 1 SCHEMATIC DESIGN

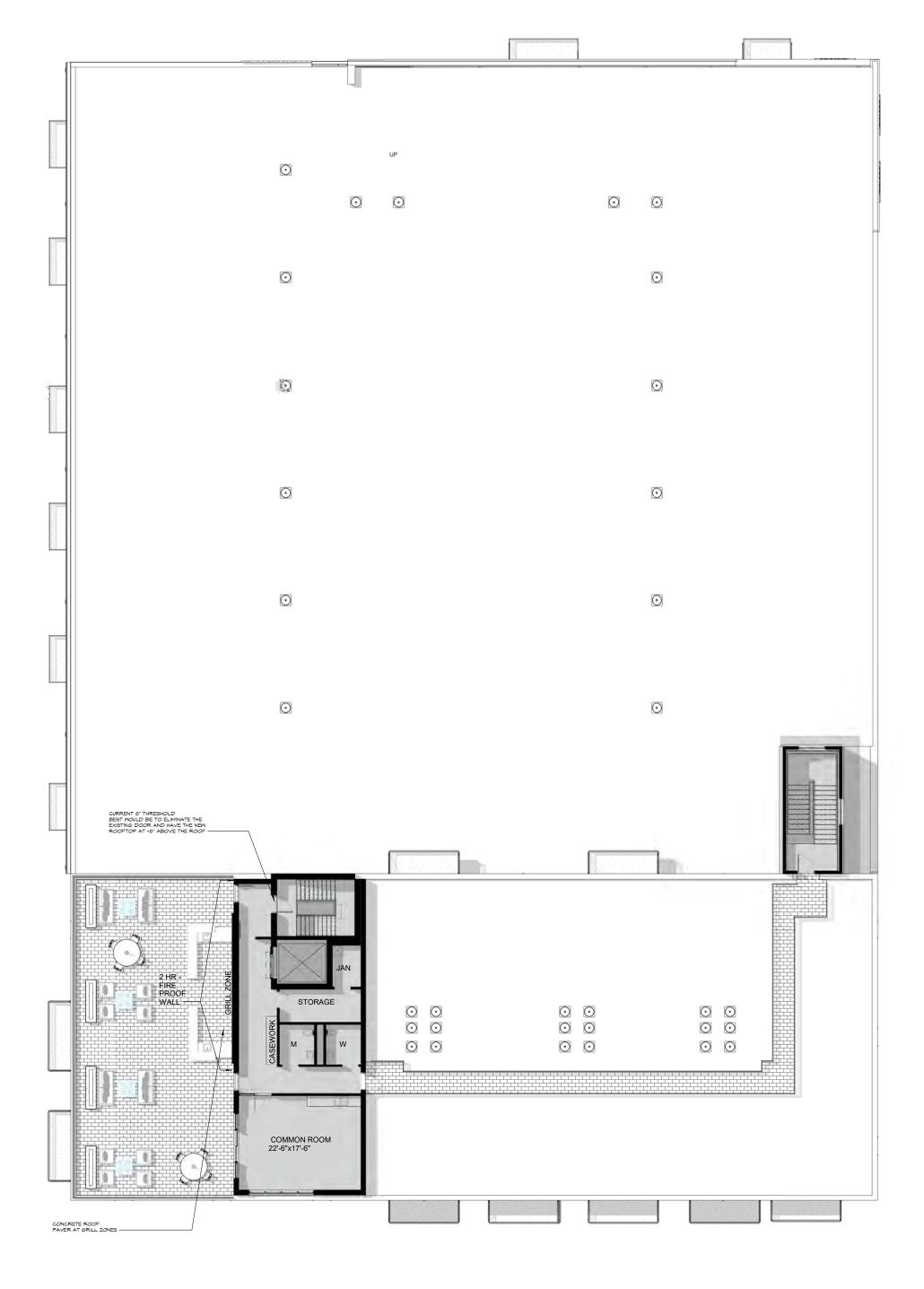


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1

Gries Architectural Group Inc. 16'





SCALE: 1/8" = 1'-0"



BANTA - Phase 1 SCHEMATIC DESIGN



Gries Architectural Group Inc. 16'

-<mark>-</mark>-

4' 8'





0' 40' 20' 10'





BANTA - Phase 1 SCHEMATIC DESIGN

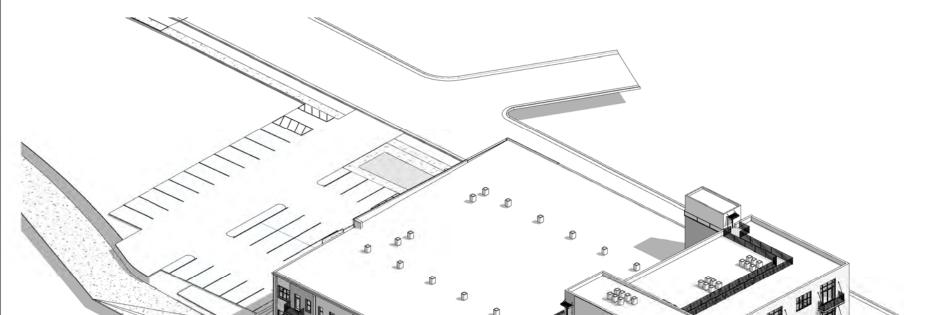




NORTHWEST PERSPECTIVE



SOUTHWEST PERSPECTIVE



PERSPECTIVES



BANTA - Phase 1 SCHEMATIC DESIGN

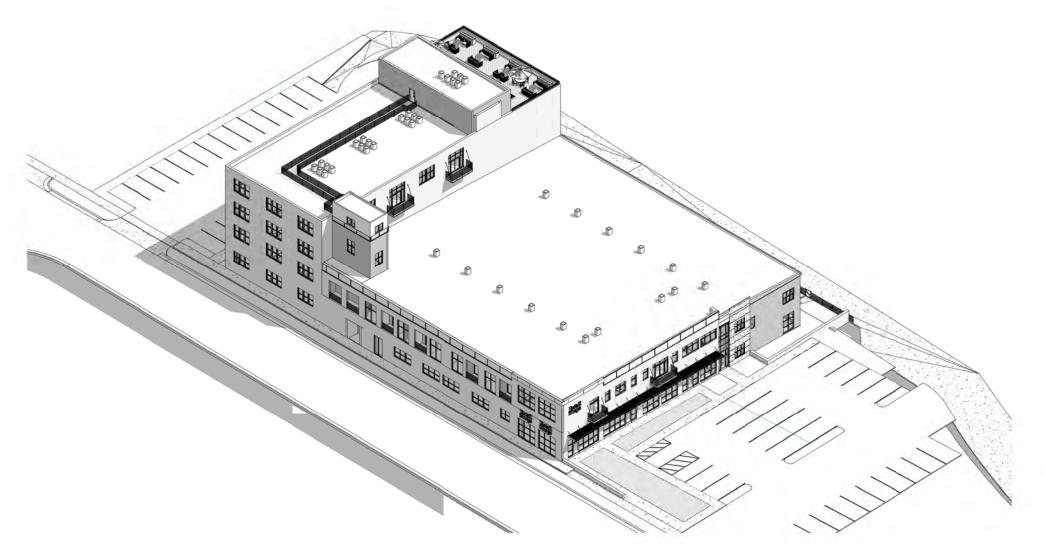




SOUTHEAST PERSPECTIVE









PERSPECTIVES

SCALE:



BANTA - Phase 1 SCHEMATIC DESIGN





METAL CAP TO REDUCE THE ADDITIONAL MASONRY AND PROVIDE A STEPPING OF THE TWO STORY BUILDING



- MAIN RESIDENTIAL ENTRANCE CANOPY CONCEPT



RETAIL CANOPY CONCEPT -



PUNCHED RETAIL OPENINGS COULD BE OUTFITTED WITH MULTIPURPOSE OVERHEAD DOORS





TOWNHOMES COULD USE STUCCO AS ONE OF THE MATERIAL FINISHES

ADDITIONAL EXTERIOR MATERIALS: CREAM BRICK HORIZONTAL AND/OR VERTICAL METAL PANELS



PRECEDENT PROJECTS

SCALE:



BANTA - Phase 1 SCHEMATIC DESIGN





MEMORANDUM

Date: December 3, 2020

To: The Redevelopment Authority of the City of Menasha (RDA) From: Pamela A. Captain, City Attorney

Re: Lawson Canal Acquisition

Counsel for Neenah & Menasha Water Power Company provides the attached Purchase Agreement for RDA consideration for acquisition of the Lawson Canal property. The agreement is pretty basic. There are, however, a few recommended changes:

- 1. Buyer to be RDA.
- 2. Delete paragraph 5 except with respect to real estate taxes payable on or after the closing date.
- 3. Delete paragraph 9 since RDA (and City) as governmental entities are subject to open meetings laws.

These recommended changes have been provided to Attorney Jackson, Vice President and Secretary of the Neenah & Menasha Water Power Company, and we are awaiting response.

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is between Neenah & Menasha Water Power Company (the "Seller") and the City of Menasha (the "Buyer") for the purchase of Seller's property identified in attached Exhibit A and located in the city of Menasha, Winnebago County, Wisconsin (the "Parcel").

1. This Agreement is contingent upon appropriate approval as required by Seller.

2. The purchase price for the Parcel shall be one dollar (\$1.00).

3. Closing for this transaction shall occur on or before December 31, 2020 or such other date agreeable to the parties, at a location or in a manner mutually agreeable to the Buyer and Seller.

4. Seller will transfer the Parcel free and clear of any liens and Buyer agrees to take the Parcel as is. Seller makes no representations as to the condition of the Parcel or the improvements thereon. Seller disclaims all other implied warranties. Buyer releases Seller and its affiliated entities, and their respective directors, officers, employees, successors and assigns, from any future claims attributable to the Parcel and this release expressly survives the closing.

5. Buyer agrees to assume any liabilities that run with the Parcel. Buyer will indemnify Seller and its affiliated entities, and their respective directors, officers, employees, successors and assigns, against any losses relating to the Parcel, specifically: (i) Buyer's breach of this Agreement or any reps/warranties contained in the Agreement, (ii) damage to personal property or personal injury occurring after the closing date, (iii) real estate taxes payable on or after the closing date, or (iv) environmental liabilities.

6. Upon payment of the purchase price, Seller shall convey the Parcel by Quit Claim Deed (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easement for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year closing. Buyer shall be responsible for obtaining any desired title insurance policy prior to closing.

7. If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable or unwilling to remove said objections, Buyer shall have five days from the receipt of notice thereof, to deliver written notice

waiving the objections, and the time for closing shall be extended accordingly. If the Buyer does not waive the objections, this offer shall be null and void.

8. Each party is responsible for its own expenses in connection with the negotiation of this Agreement. Buyer shall be solely responsible for all expenses in connection with the recording of the Quit Claim Deed (recording fees, transfer taxes, etc.)

9. Both parties agree to not issue any public announcements regarding this Agreement without the prior written consent of the other party.

10. This Agreement shall be governed by Wisconsin law.

11. This offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this offer. This Agreement binds and inures to the benefit of the parties to this offer and their successors in interest.

12. Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this offer. Neither Seller nor Buyer have used a broker in connection with this transaction. A material failure to perform any obligations under this offer is a default which may subject the defaulting party to liability for damages or other legal remedies. In the event of default, either party may terminate this Agreement.

Dated this ____ day of November, 2020.

[SIGNATURE PAGE FOLLOWS]

Neenah & Menasha Water Power Company

By: _____ Printed Name: Travis Jackson Title: Vice President and Secretary

STATE OF GEORGIA

_____ COUNTY

Personally came before me this _____ day of ______, 2020, to me known to be the person/s who executed the foregoing instrument and acknowledged the same in their capacity and for the purposes therein intended.

Printed Name: _____ Notary Public, State of Georgia My commission expires: _____

City of Menasha

By: _____ Printed Name: Title:

STATE OF WISCONSIN

____ COUNTY

Personally came before me this _____ day of ______, 2020, to me known to be the persons who executed the foregoing instrument and acknowledged the same in their capacity and for the purposes therein intended.

Printed Name: _____ Notary Public, State of Wisconsin My commission expires: _____

EXHIBIT A

Description of Parcel

• Parcel No. 730055000

Legal description: That part of a tract of land marked "canal" in the Subdivision of Reservation of Block A, Town of the Island Menasha (commonly known as the Subdivision of Block "A" Town of the Island) in the Third Ward, City of Menasha, Winnebago County Wisconsin and Iying East of the following described line: Commencing at the point where the line between Lots 40 and 41 in said Subdivision intersects the Northerly line of said tract of land marked "Canal"; thence Southerly along said line between said Lots 40 and 41 produced across said tract of land marked "Canal" to the Southerly line of said tract of land marked "Canal", LESS AND EXCEPTING those land conveyed in Warranty Deed recorded on April 29, 1929 in Volume 413, Page 56 and more particularly described as follows: A parcel of land 10 feet in width and 400 feet in length in the parcel marked "Canal" in the Plat of the Subdivision of Block "A", Town of the Island, adjacent to Lots 11 to 18 inclusive of said Block "A". The Northeasterly boundary of said parcel being an extension Northwesterly 10 feet of the line between Lots 18 and 50 of said Block "A". The Southeasterly boundary of said parcel being an extension Northwesterly boundary line of Lots 11 to 18 of said Block "A". The Northeasterly boundary of said parcel being an line parallel with the 10 feet distant from the Southeasterly boundary line.

NAI Pfeffe

Page 1 of 6, W

Approved by the Wisconsin Real Estate Examining Board 11-1-17 (Optional Use Date) 1-1-18 (Mandatory Use Date)

WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL - -

17 USE VALUE ASSESSMENT: Seller represents that (all or some of the Property) (none of the Property) STRIKE ON 18 has been assessed as agricultural property under use value law. 19 SPECIAL ASSESSMENTS: Seller represents that the Property is subject to the following special assessmen N/A 21 SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS: Seller represents that the Property is subject to the following special zoning, land use, development restrictions or other conditions affecting the Property. 21 SPECIAL SCONING, LAND USE OR DEVELOPMENT RESTRICTIONS: Seller represents that the Property is zoned: Variag per site 21 RIGHT OF FIRST REFUSAL: There (is) (is not) STRIKE ONE a right of first refusal on part or all of the Property. 22 ZONING: Seller represents that the locations of the following utility connections are as follow (e.g. at the lot line, on the property across the street, unknown, unavailable, etc.): electricity at lot line 23 at lot line ; due into inte property across the street, unknown, unavailable, etc.): electricity at lot line 24 cable at lot line ; due into inte property is zoned: variag per site at lot line 25 seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-7 during the term of this Listing. The marketing may include: Signage, internet, website, email blast, target mailing, etc. 26 at lot line Signage, internet, website, email blast, target mailing, etc	1 2	SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS: PROPERTY DESCRIPTION: Street address is:
 INCLUDED IN LIST PRICE: Seller is including in the list price the Property. Fixtures not excluded on lines 8-9, a the following items: w/A NOT INCLUDED IN LIST PRICE: w/A NOT INCLUDED IN LIST PRICE: w/A CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the location of the Property and the following governmental conservation, farmiand, environmental, land use or user restricting program agreements or conservation easements, (county, state or federal): w/A USE VALUE ASSESSMENT: Seller represents that the Property is subject to the following special assessments by a sessesed as agricultural property under use value law. SPECIAL ASSESSMENT: Seller represents that the Property is subject to the following special assessments with assessed as agricultural property under use value law. SPECIAL ASSESSMENTS: Seller represents that the Property is subject to the following special assessments. N/A SPECIAL SONING, LAND USE OR DEVELOPMENT RESTRICTIONS: Seller represents that the Property is subject to the following special aconing, land use, development restrictions or other conditions affecting the Property. ZONING: Seller represents that the property is 2004(2) states per site for user of the following utility connections are as follow (a, at the lot line i); data is 10t line i; at 10t line i; a	3	in Section in the of Menasha, County of Winnebago/Calumet
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445	44	The following other buyers <u>N/A</u>
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 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer. <u>COMPENSATION TO OTHERS</u> The Firm offers the following commission to cooperating firms: <u>50/50 slpit with</u> any <u>Commercial Brokers</u>. (Exceptions if any): <u>None</u> <u>COMMISSION</u> The Firm's commission shall be <u>6% of the Purchase Price</u> <u>EARNED</u>: Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing: 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property; 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised; 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property; or 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or NM Pfeffere. 200 E Washington St Ste 2A Appleton W154911-5468 	46	[INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or befo
48 COMPENSATION TO OTHERS The Firm offers the following commission to cooperating firms: 50/50 slpit with 49 any Commercial Brokers . (Exceptions if any): None 50 COMMISSION The Firm's commission shall be _6% of the Purchase Price 51 EARNED: Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing: 51 Image: Seller shall pay the Firm's commission, which shall be earned, if, during the term of the Property; 52 EARNED: Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing: 53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property; 54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised; 55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property; 56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or 70 Phone: 920-968-4700 Fax: 920-968-4300 Province Manitowor (47	the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.
60 COMMISSION The Firm's commission shall be6% of the Purchase Price 51 EARNED: Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing: 52 EARNED: Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing: 53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property; 54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised; 55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property; 56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or NM Prefere. 200 E Washington St Ste 2A Appleton WI 54911-5468 Phone: 920-968-4700 Fax: 920-968-4300 Province Manitowor (48	
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 EARNED: Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing: Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property; Seller grants an option to purchase all or any part of the Property which is subsequently exercised; Seller exchanges or enters into a binding exchange agreement on all or any part of the Property; A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or MM Prefere. 200 E Washington St Ste 2A Appleton WI 54911-5468 	50	COMMISSION The Firm's commission shall be 6% of the Purchase Price
 EARNED: Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing: Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property; Seller grants an option to purchase all or any part of the Property which is subsequently exercised; Seller exchanges or enters into a binding exchange agreement on all or any part of the Property; A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or 	51	
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55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property; 56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or NAL Prefere. 200 E Washington St Ste 2A Appleton WI 54911-5468 Phone: 920-968-4700 Fax: 920-968-4300 Province Manitowor (54	2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised
56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or NAI Prefere. 200 E Washington St Ste 2A Appleton WL 54911-5468 Phone: 920-968-4700 Fax: 920-968-4300 Province Manitowor (55	3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property:
NAI Pfefferle. 200 E Washington St Ste 2A Appleton WI 54911-5468 Phone: 920-968-4700 Fax: 920-968-4300 Province Manitowor (56	4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property: or
	NAI	Profierle. 200 E Washington St Ste 2A Appleton WI 54911-5468 Province Manitoword Fax: 920-968-4300 Province Manitoword

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- 57 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or abov
 58 the list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Off
 59 to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buy
 60 submitting the written offer has the ability to complete the buyer's obligations under the written offer.
- 61 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, convey 62 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except 1 63 divorce judgment.
- 64 <u>DUE AND PAYABLE</u>: Once earned, the Firm's commission is due and payable in full at the earlier of closing or the da 65 set for closing, even if the transaction does not close, unless otherwise agreed in writing.
- 66 CALCULATION: A percentage commission shall be calculated based on the following, if earned above:
 - Under 1) or 2) the total consideration between the parties in the transaction.
- Under 3) or 4) the list price if the entire Property is involved.
- Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership
 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or f
 which there was an effective change in ownership or control.
- Under 5) the total offered purchase price.

NOTE: If a commission is earned for a portion of the Property it does not terminate the Listing as to any remainir Property.

75 BUYER FINANCIAL CAPABILITY The Firm and its agents are not responsible under Wisconsin statutes or regulations

- 76 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion
- a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in ar
 offer to purchase or contract.
- 79 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commission
- or compensation earned but not paid when due against the commercial real estate, or the interest in the commerci real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) re property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does n

83 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

84 DISCLOSURE TO CLIENTS

- 85 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) ov 86 certain duties to all parties to a transaction:
- 87 (a) The duty to provide brokerage services to you fairly and honestly.
- 88 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request
 unless disclosure of the information is prohibited by law.
- 91 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law. (See lines 245-248.)
- 93 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose yo
 94 confidential information or the confidential information of other parties. (See lines 151-166.)
- 95 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 96 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the group advantages and disadvantages of the proposals.

BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT. A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:

- (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affe
 your transaction, unless you release the firm from this duty.
- 102 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Advers 103 Facts.
- 104 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful reques
 105 that are within the scope of the agency agreement.
- 106 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- 107 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unles
- 108 required by law, give information or advice to other parties who are not the firm's clients, if giving the information advice is contrary to your interests.

110 If you become involved in a transaction in which another party is also the firm's client (a "multiple representatic 111 relationship"), different duties may apply.

112

67

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

113 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is 114 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide service 115 through designated agency, which is one type of multiple representation relationship.

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116 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client 117 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provi 118 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiation 119 Each client will be able to receive information, opinions, and advice that will assist the client, even if the informatic 120 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reve 121 any of your confidential information to another party unless required to do so by law.

122 If a designated agency relationship is not authorized by you or other clients in the transaction you may still authori 123 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to mo 124 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinior 125 and advice which may favor the interests of one client over any other client. Under this neutral approach, the sar 126 agent may represent more than one client in a transaction.

127 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokera 128 services to more than one client in the transaction.

129

CHECK ONLY ONE OF THE THREE BELOW:

130XThe same firm may represent me and the other party as long as the same agent is not representing131both. (multiple representation relationship with designated agency)

132 133 The same firm may represent me and the other party, but the firm must remain neutral regardless if one more different agents are involved. (multiple representation relationship without designated agency)

134The same firm cannot represent both me and the other party in the same transaction. (I reject multip135representation relationships)

NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You m modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in yo agency agreement the commission or fees that you may owe to your firm. If you have any questions about th commission or fees that you may owe based upon the type of agency relationship you select with your firm you should ask your firm before signing the agency agreement.

141

SUBAGENCY

142 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm

providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not p their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions other parties if doing so is contrary to your interests.

146 PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokera 147 services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, t 148 advisor, or home inspector.

This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

151 CONFIDENTIALITY NOTICE TO CLIENTS: The Firm and its agents will keep confidential any information given 152 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person 153 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm 154 disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Fir 155 is no longer providing brokerage services to you.

156 The following information is required to be disclosed by law:

157 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 245-248).

Any facts known by the Firm and its agents that contradict any information included in a written inspection report (
 the property or real estate that is the subject of the transaction.

160 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list th 161 information below (see lines 163-164). At a later time, you may also provide the Firm with other information you 162 consider to be confidential.

163 CONFIDENTIAL INFORMATION: None

164 165 NON-CONFIDENTIAL INFORMATION (The following may be disclosed by the Firm and its agents): <u>None</u> 166

167 **COOPERATION.** ACCESS TO PROPERTY OR OFFER PRESENTATION) The parties agree that the Firm and i 168 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting a 169 subagents (other firms engaged by the Firm - see lines 141-145) and firms representing buyers. Cooperation include 170 providing access to the Property for showing purposes and presenting offers and other proposals from these firms 171 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed 172 attend showings, and the specific terms of offers which should not be submitted to Seller: <u>N/A</u>

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174 SELLER COOPERATION WITH MARKETING EFFORTS Seller agrees to cooperate with the Firm in the Firm marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or cont which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquir concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates who view the Property with Seller during the term of this Listing.
181 LEASED PROPERTY If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Selle

rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunc
 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(
 CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under t
 lease(s) unless released by tenants.

DISPUTE RESOLUTION The Parties understand that if there is a dispute about this Listing or an alleged breach, a the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or m consider alternative dispute resolution. Alternative dispute resolution may include mediation and bindi arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommend

190 that the parties add such in Additional Provisions or in an Addendum.

191 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Up 192 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Sel 193 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listi 194 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended 1 195 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 196-204).

196 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent

197 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Fir 198 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend t 199 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Sel 200 and the Firm agree that any termination of this Listing by either party before the date stated on line 321 shall 201 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effecti 202 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.

203 CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party 204 potentially be liable for damages.

VACANT LAND DISCLOSURE REPORT Seller agrees to complete the vacant land disclosure report provided by t Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) afl completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents distribute the report to all interested parties and agents inquiring about the Property and Seller acknowledges that t Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.

SELLER REPRESENTATIONS REGARDING DEFECTS
 Seller represents to the Firm that as of the date of this Listir
 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant lai
 disclosure report.

213 WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FC 214 DAMAGES AND COSTS.

OPEN HOUSE AND SHOWING RESPONSIBILITIES Seller is aware that there is a potential risk of injury, damage and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility f preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or the occurring during "individual showings" or "open houses" other than those caused by the negligence or intentior wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may I conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals ar inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may I present at all inspections and testing and may photograph or videotape Property unless otherwise provided for additional provisions at lines 313-317 or in an addendum per lines 318-319.

225 DEFINITIONS

226 ADVERSE FACT: An "Adverse Fact" means any of the following:

- 227 a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
- Significantly and adversely affecting the value of the Property;
- 229 2) Significantly reducing the structural integrity of improvements to real estate; or
- 230 3) Presenting a significant health risk to occupants of the Property.

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b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligatio
 under a contract or agreement made concerning the transaction.

DEADLINES - DAYS: Deadlines expressed as a number of "days" from an event are calculated by excluding the day t
 event occurred and by counting subsequent calendar days.

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

238 FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

239 FIXTURES: A "Fixture" is an item of property which is physically attached to or so closely associated with land so

to be treated as part of the real estate, including, without limitation, physically attached items not easily removal without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixture including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildin on permanent foundations and docks/piers on permanent foundations.

244 CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.

245 ■ <u>MATERIAL ADVERSE FACT</u>: A "Material Adverse Fact" means an Adverse Fact that a party indicates is of su 246 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonat 247 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction 248 affects or would affect the party's decision about the terms of such a contract or agreement.

249 ■ <u>PERSON ACTING ON BEHALF OF BUYER:</u> "Person Acting on Behalf of Buyer" shall mean any person joined in intere 250 with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employee 251 directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporatior 252 partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, 253 whole or in part whether created before or after expiration of this Listing.

254 ■ <u>PROPERTY</u>: Unless otherwise stated, "Property" means all property included in the list price as described on lines 2 255 ■ <u>PROTECTED BUYER</u>: Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term
 256 this Listing:

- 257 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the tel
 258 of this Listing;
- 259 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potent
 260 terms upon which the buyer might acquire an interest in the Property; or
- 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regardiany potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its ager deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lin 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follow:
- a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing; or,
- b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the fine or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

269 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting 1 270 behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted 1 271 lines 191-195.

272 <u>NON-DISCRIMINATION</u> Seller and the Firm and its agents agree that they will not discriminate against a
 273 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
 274 11.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, fami
 275 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

276 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the second second

Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest mone
the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code C
REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidate

280 damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advance

281 made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid 282 the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payme

283 to the Firm shall not terminate this Listing.

284 OCCUPANCY Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closin 285 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for person

286 property belonging to current tenants, sold to the buyer or left with the buyer's consent.

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

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290	DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Lis	iting, delivery o	
	documents and written notices to a party shall be effective only when accomplished by one of the me	ethods specified a	
292		night for dolivory i	
	(1) <u>Personal Delivery</u> ; giving the document or written notice personally to the party, or the party's recipient for delivery i named at line 295 or 296.		
	Seller's recipient for delivery (optional):		
296	Firm's recipient for delivery (optional):		
297	NA (2) Fax: fax transmission of the document or written notice to the following telephone number:		
298	Seller: () Firm: () NA (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to	4 10	
299	[NA] (3) Commercial Delivery: depositing the document or written notice tees prepaid or charged to commercial delivery service, addressed either to the party, or to the party's recipient for delivery if na	an account with a	
	296, for delivery to the party's delivery address at line 305 or 306.	med at line 295 0	
	(4) <u>U.S. Mail:</u> depositing the document or written notice postage prepaid in the U.S. Mail, addr	essed either to the	
	party, or to the party's recipient for delivery if named at line 295 or 296 for delivery to the party's deliv		
	305 or 306.		
	Delivery address for Seller: 100 Main Street, Suite 200, Menasha, WI 54952		
	Delivery address for Firm: 200 E. Washington Street, 2A, Appleton, WI 54911	a if aiven helew a	
	× (5) <u>E-Mail:</u> electronically transmitting the document or written notice to the party's e-mail addres line 311 or 312. If this is a consumer transaction where the property being purchased or the sale is a consumer transaction where the property being purchased or the sale is a consumer transaction where the property being purchased or the sale is a consumer transaction where the property being purchased or the sale is a consumer transaction where the property being purchased or the sale is a consumer transaction.		
	primarily for personal, family or household purposes, each consumer providing an e-mail addres		
	consented electronically as required by federal law.		
	E-Mail address for Seller: sschroeder@ci.menasha.wi.us		
312	E-Mail address for Firm: elizabethr@naipfefferle.com		
	ADDITIONAL PROVISIONS N/A		
315 316			
317			
318	ADDENDA The attached addenda Addendum attached		
319	is/are made	part of this Listing	
	TERM OF THE CONTRACT From the day of December	· ·	
321	to the earlier of midnight of the <u>1st</u> day of <u>June</u> , 2021	or the conveyance	
322	of the entire Property.	or the controlyanot	
323	BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING		
	THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTH	ER DOCUMENTS	
325	INCORPORATED INTO THE LISTING.		
326	(x)		
	Seller's Signature Print Name Phil Vanderhyden, Jr/Chair-RDA	Date 🛓	
		-	
328			
329	Seller's Signature 🛓 Print Name }	Date 🛓	
220			
330 331	Seller's Signature A Print Name }	Date 🛦	
		Dato A	
332			
333	Seller's Signature 🛓 Print Name }	Date 🛓	
	The Redevelopment Authority of the City of Menasha		
222			
336	(X)		
	Authorized Signature	Date 🛓	
338	Print Name & Title }		
	NAI Pfefferle		
94U	Firm Name	10 1.	
341	(x) Kuhok Kight	12/2/2020	
342	Agent's Signature Pfint Name } Richard J. Knight, EVP	Date 🛓	
	Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com	Provinc	

ADDENDUM TO VACANT LAND FOR CITY OF MENASHA

AREA (ACRES)	2.04	0.73	1.46	0.62	0.32	1.3	0.83	
AREA (SF)	88,801	31,712	63,423	27,051	13,852	56,628	36,275	
TID	ნ	6	6	6	6	6	6	
ZONE	២	IJ	5	1	1	1	1	
OWNER	CITY OF MENASHA	CITY OF MENASHA	CITY OF MENASHA	CITY OF MENASHA	CITY OF MENASHA	CITY OF MENASHA	CITY OF MENASHA	
	PROVINCE TERRACE (LOT 10)	PROVINCE TERRACE (LOT 12)	PROVINCE TERRACE (LOT 11)	PROVINCE TERRACE (LOT 2)	PROVINCE TERRACE (LOT 4)	PROVINCE TERRACE (LOT 1)	MANITOWOC ROAD (LOT 5)	
ADDRESS	1173	1148	1133	1109	1100	1101	2027	
PARCEL ID	81,544.00 7-00001-10	63,320.00 7-00001-12	126,847.00 7-00001-11	54,014.00 7-00015-02	27,878.00 7-0001504	113,256.00 7-00015-01	89,298.00 7-0001108	
FISTING \$	\$	Ŷ	\$	\$	Ş	Ś	Ş	

PARCEL SHALL NOT BE SOLD FOR USE AS A PARKING LOT

C:\Users\eringgold\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\6LVYXA0A\ADDENDUM

N/IPfefferle

For Sale 0.32 - 2.04 ACRES Province Terrace Commercial Land



Manitowoc Road & Province Terrace

Menasha, WI.

The Province Terrace Commercial Development is a commercial campus integrated into a vibrant neighborhood. Located in a rapidly expanding business corridor, these sites offer the perfect place to start or grow your business. These sites are designed to support an array of professional office, business and personal services and retail uses.

Seven fully improved parcels ranging in size from one quarter to two and three quarter acres are available. Larger parcels may be created by combining existing lots.

THE INFORMATION CONTAINED HEREIN WAS OBTAINED FROM SOURCES BELIEVED RELIABLE, HOWEVER, NAI PFEFFERLE MAKES NO GUARANTEES, WARRANTIES, OR REPRESENTATIONS AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE PRESENTATION OF THIS PROPERTY IS SUBMITTED SUBJECT TO ERRORS, OMISSION, CHANGE OF PRICE OR OTHER CONDITIONS, PRIOR SALE OR LEASE, OR WITHDRAWAL WITHOUT NOTICE.

PRICE	\$27,878-\$126,847 PER LOT
ACRES	0.32-2.04
ZONED	GENERAL COMMERCIAL
MUNICIPALITY	CITY OF MENASHA

For more information:

Elizabeth Ringgold

920.560.5061 • elizabethr@naipfefferle.com

Tom Fisk

920.560.5090 • tomf@naipfefferle.com

200 E. Washington Street, Suite 2A Appleton, WI 54911 920.968.4700 naipfefferle.com

For Sale Manitowoc Road & Province Terrace Menasha, WI

OPTIMAL UTILITIES

Menasha Utilities, a locally owned and operated utility, provides electric service to Lake Park Square. Menasha Utilities has developed services that help business increase energy efficiency, reduce direct electric expense and control capital costs in order to remain competitive. MU rates are among lowest in Northeast Wisconsin.

Natural gas service is provided by WE Energies. The Waverly Sanitary District supplies water and sanitary sewer. AT&T is the phone service provider for Lake Park Square.

LOT NUMBER	ZONING	SQUARE FEET	ACRES	ASKING PRICE
1	C-1 GENERAL COMMERCIAL ZONING	56,628	1.30	\$113,256
2	C-1 GENERAL COMMERCIAL ZONING	27,051	0.62	\$54,014
4	C-1 GENERAL COMMERCIAL ZONING	13,852	0.32	\$27,878
5	C-1 GENERAL COMMERCIAL ZONING	44,649	1.03	\$89,298
10	C-1 GENERAL COMMERCIAL ZONING	88,801	2.04	\$81,544
11	C-1 GENERAL COMMERCIAL ZONING	63,423	1.46	\$126,847
12	C-1 GENERAL COMMERCIAL ZONING	31,712	0.73	\$63,320

Neighbors to this development include:

- Stone Road Bar and Grill
- Provisions Wealth Management
- Markway Metals
- Winnegamie Dog Club
- Davel Engineering

- Circle of Friends Learning Center
- Neenah-Menasha Fire & Rescue
- Tree Specialists
- Storage Center



200 E. Washington Street, Suite 2A Appleton, WI 54911 920.968.4700

naipfefferle.com

NON-RESIDENTIAL CUSTOMERS

STATE OF WISCONSIN BROKER DISCLOSURE

Wisconsin law requires all real estate licensees to give the following information about brokerage services to prospective customers.

Prior to negotiating on your behalf the Brokerage firm, or an agent associated with the firm, must provide you the following disclosure statement.

Disclosure to Customers

You are a customer of NAI Pfefferle (hereinafter Firm). The Firm is either an agent of another party in the transaction or a subagent of another firm that is the agent of another party in the transaction. A broker or a salesperson acting on behalf of the Firm may provide brokerage services to you. Whenever the Firm is providing brokerage services to you, the Firm and its brokers and salespersons (hereinafter Agents) owe you, the customer, the following duties:

- The duty to provide brokerage services to you fairly and honestly.
- The duty to exercise reasonable skill and care in providing brokerage services to you.
- The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
- The duty to disclose to you in writing certain Material Adverse Facts about a Property, unless disclosure of the information is prohibited by law.
- The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your confidential information or the confidential information of other parties.
- The duty to safeguard trust funds and other property held by the Firm or its Agents.
- The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

Please review this information carefully. An Agent of the Firm can answer your questions about brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of the duties owed to a customer under section 452.133(1) of the Wisconsin statutes.

Confidentiality Notice to Customers

The Firm and its Agents will keep confidential any information given to the Firm or its Agents in confidence, or any information obtained by the Firm or its Agents that a reasonable person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the Firm is no longer providing brokerage services to you.

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

The following information is required to be disclosed by law:

- 1. Material Adverse Facts, as defined in section 452.01(5g) of the Wisconsin Statutes (see definition below).
- 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection report on the property or real estate that is the subject of the transaction.

Pfefferle

To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may list that information below or provide that information to the Firm or its Agents by other means. At a later time, you may also provide the Firm or its Agents with other information you consider to be confidential.

CONFIDENTIAL INFORMATION

NON-CONFIDENTIAL INFORMATION

(the following information may be disclosed to the Firm and its Agents)

(Insert information you authorize to be disclosed, such as financial qualification information.)

Definition of Material Adverse Facts

A "Material Adverse Fact" is defined in Wis. Stat. 452.01(5g) as an Adverse Fact that a party indicates is of such significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

An "Adverse Fact" is defined in Wis. Stat. 452.01(1e) as a condition or occurrence that a competent licensee generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the transaction.

Notice About Sex Offender Registry

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



920.968.4700 www.naipfefferle.com

Information shown herein was provided by Seller/Lessor and/or third parties and has not been verified by the broker unless otherwise indicated.

Whiting: 100 River Street, Menasha

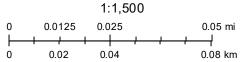


December 3, 2020

Physical Addresses	
Street Centerline	
Road ROW	
Tax Parcel Boundary (white)	
Tax Parcel Boundary	
Road ROW area	

Navigable Waterways — Navigable - Permanent (unchecked) — Navigable - Intermittent (unchecked)

- Navigable Stream (unchecked)
- Navigable Permanent (checked)
- Navigable Intermittent (checked)
- Navigable Stream (checked)



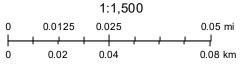
WinnebagoCountyGIS ImageryDate:April 2020

Markway Metals: 2011 Manitowoc Road



December 3, 2020

- **Navigable Waterways** Physical Addresses Street Centerline Road ROW Tax Parcel Boundary (white) Tax Parcel Boundary Road ROW area
 - Navigable Permanent (unchecked) Navigable - Intermittent (unchecked) Navigable - Stream (unchecked) Navigable - Permanent (checked) Navigable - Intermittent (checked)
 - Navigable Stream (checked)



Winnebago County GIS Imagery Date: April 2020



Tuesday	Monday
5:15 PM	6:00 PM
Redevelopment Authority	City Council
1/5/2021	1/182021
2/2/2021	2/15/2021
3/2/2021	3/15/2021
3/30/2021	4/5/2021
5/4/2021	5/17/2021
6/8/2021	6/21/2021
6/29/2021	7/6/2021
8/3/2021	8/23/2021
8/31/2021	9/7/2021
10/5/2021	10/18/2021
11/2/2021	11/15/2021
12/7/2021	12/20/2021

2021 Meeting Schedule

Bold = Irregular Meeting Dates