

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
February 17, 2022
Room 132**

4:00 PM

AGENDA

**PER CITY OF MENASHA COVID-19 GUIDELINES, ALL ATTENDEES
ARE REQUIRED TO WEAR A FACE COVERING**

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. PUBLIC HEARING
- D. MINUTES TO APPROVE
 - 1. Minutes of the December 7, 2021 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. Residential Lot Sale Update – Lake Park Villas (Gail Popp)
 - 2. Option to Purchase and First Right of Refusal Agreement Amendment – Cypress Homes (Lots 1-4 of CSM 2953 and Lots 1-3 of CSM 3511 – Lake Park Villas)
 - 3. NAI Pfefferle Listing Agreement Amendment – Province Terrace Lots
 - 4. Consideration of Land Acquisition – Portions of the former Gilbert Paper Mill Site (Parcel 3-00527-04)
 - a. 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 Portions of Parcel 3-00527-04).
 - b. The RDA may adjourn into Open Session to take action on items discussed in closed session.
 - 5. 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
December 7, 2021
DRAFT MINUTES**

A. CALL TO ORDER

The meeting was called to order by Chairperson Vanderhyden at 5:15 PM.

B. ROLL CALL/EXCUSED ABSENCES

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

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Kip Golden and Shane Correll

OTHERS PRESENT: CDD Schroeder

C. PUBLIC HEARING

None.

D. MINUTES TO APPROVE

1. Minutes of the October 5, 2021 Redevelopment Authority Meeting

Chairperson Vanderhyden made a motion to approve the minutes of October 5, 2021 RDA meeting. The motion was seconded by Vanderlinden. The motion carried.

**E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN ON THIS AGENDA
(five (5) minute time limit for each person)**

No public comments.

F. DISCUSSION / ACTION ITEMS

1. Residential Lot Sale Update – Lake Park Villas

Gail Popp and CDD Schroeder provided a brief summary of current lots available within the Lake Park Villas areas. Popp has been working with an interested party and hopes it would materialize to an offer. CDD Schroeder explained the current request by Cypress Homes to dissolve a portion of the HOA outlot to expand the lot width of the seven lots that they have options on.

2. Consideration of Land Acquisition – Portions of the former Gilbert Paper Mill Site (Parcel 3-00527-04)

CDD Schroeder provided an overview of past discussions and the memo as it related to the consideration of acquiring portions of the former Gilbert Paper Mill site. At the previous meeting, the RDA requested gaining additional information on the environmental aspect of the property and obtained a consultant to provide a phase 1 analysis of the property.

General discussion ensued including the following:

- Discussion of the phase 1 and environmental concerns
- Environmental Cap
- Liability
- Timing of the on-going and future projects including the Lawson Canal, Racine Street Bridge, Oak Street Extension and the Banta Project
- Future access to this piece of land
- Remnant lands
- Development opportunity

The RDA collectively expressed desire of owning this portions of land to allow for a future conforming development site and allow the ability for the City to maintain and ensure a high quality project all within the best interest of the general welfare of the community. The RDA went into closed session to discuss, deliberate the specific terms of an offer and the investment of public funds.

The RDA took action on the 2022 meeting schedule and setting the next meeting prior to going into closed session.

- a. **The RDA may adjourn into Closed Session pursuant to Wis. Statue 19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investment of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Land Acquisition – Portions of Parcel 3-00527-04).**

Chairperson Vanderhyden motioned to adjourn into Closed Session pursuant to Wis. Statue 19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investment of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Land Acquisition – Portions of Parcel 3-00527-04). The motion was seconded by Vanderlinden.

The motion carried on roll call 5-0. Closed session was entered at 608pm.

- b. **The RDA may adjourn into Open Session to take action on items discussed in closed session.**

Meeting was adjourned in closed session.

3. 2022 Meeting Calendar

The 2022 meeting calendar was discussed. Alderperson Nichols motioned to approve option 2 to coincide with the City Plan Commission. The motion was seconded by Stevens. The motion carried.

4. Set Next Meeting

The next meeting was set for January 11, 2021.

G. ADJOURNMENT

Alderperson Nichols made a motion to adjourn the meeting in closed session at 7:03 PM. The motion was seconded by Vanderlinden. The motion carried.

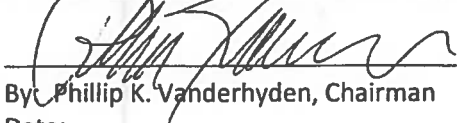
Minutes respectfully submitted by CDD Schroeder

**FIRST AMENDMENT TO THE OPTION TO PURCHASE AND FIRST RIGHT OF REFUSAL AGREEMENT BY
AND BETWEEN THE REDEVELOPMENT AUTHORITY OF THE CITY OF MENASHA, WISCONSIN, AND
CYPRESS HOMES, INC, DATED OCTOBER 16, 2020**


THIS FIRST AMENDMENT TO THE OPTION TO PURCHASE AND FIRST RIGHT OF REFUSAL AGREEMENT (Herein "Agreement"), executed in Menasha, Wisconsin on this 29 day of June, 2021, is made effective between The Redevelopment Authority of the City of Menasha and Cypress Homes, Inc. The Agreement by and between the parties dated as of October 16, 2021, is further amended as follows:

1. As to ARTICLE II, SECTION 2.01., both parties hereby agree to extend the expiration date from "June 30, 2021" to "December 30, 2021".
2. As to ARTICLE II, SECTION 2.02., both parties hereby agree to extend the expiration date from "June 30, 2021" to "December 30, 2021".
3. All other terms and conditions set forth in the Agreement approved October 16, 2021 not in conflict with this Amendment shall remain the same.

THE REDEVELOPMENT AUTHORITY OF THE CITY OF MENASHA


By: Phillip K. Vanderhyden, Chairman
Date:

CYPRESS HOMES, INC.


By: Mike Blank, President
Date: 7-1-21

OPTION TO PURCHASE AND FIRST RIGHT OF REFUSAL AGREEMENT

This Option to Purchase and First Right of Refusal Agreement (Agreement) is entered into as of October __, 2020, between The Redevelopment Authority of the City of Menasha, a Wisconsin Municipal Corporation, 100 Main Street, Suite 200, Menasha, Wisconsin 54952 (RDA), and Cypress Homes, Inc., a Wisconsin Corporation, 1230 West College Avenue, Suite D, Appleton, WI 54914 (Cypress), for the vacant real estate within the LAKE PARK VILLAS subdivision plat (LPV) located in the City of Menasha, County of Calumet, State of Wisconsin.

RECITALS

Whereas, the RDA owns certain undeveloped, vacant residential real property within the Lake Park Villas subdivision (LPV); and,

Whereas, the RDA desires to grant and Cypress desires to acquire a right of first purchase and option to purchase real property within LPV including Lots 1, 2, 3, and 4 of CSM 2953 and Lots 1, 2, and 3 of CSM 3511 (collectively "the Lots") of LPV from the RDA [EXHIBIT A]; and,

Whereas, the RDA has accepted the reduced purchase in order to promote, market, and sell the development of the LPV, contributed from the City of Menasha to the RDA, finding it necessary to stimulate the sales of the Lots and construction of homes in the LPV.

ARTICLE I PURPOSE

SECTION 1.01. PURPOSE OF AGREEMENT. The purpose of this Agreement is to facilitate the right and option of sale, development and marketing of certain properties within the LPV by Cypress. The recitals are incorporated herein by reference.

ARTICLE II CYPRESS OPTION AND RIGHT

SECTION 2.01. OPTION TO PURCHASE. Cypress shall have the option to purchase the 7 lots which include Lots 1, 2, 3, and 4 of CSM 2953 and Lots 1, 2, and 3 of CSM 3511 from the RDA for the purchase price of One hundred seventy-one thousand, five hundred dollars and no/cents (\$171,500.00), except as provided in Section 2.02. The Lots shall be purchased as a package and will not be sold individually to Cypress. If Cypress executes its Option to Purchase, the parties shall proceed to Closing as set forth in ARTICLE II, Section 3.01.02 below. This Option to Purchase hereunder shall expire at 4:00 p.m. on June 30, 2021 or earlier under Section 2.02.01.

SECTION 2.02. FIRST RIGHT OF REFUSAL. In the event that the RDA receives and accepts a bona fide offer (more than \$24,500.00) from a third party to purchase any of the individual lot(s), before the RDA may sell any such lot to the offering third party, the RDA shall first offer the Lots to Cypress in writing. Upon receipt, Cypress shall have 48 hours to respond in writing electing to execute its Option to Purchase as set forth in Section, 2.01 with the condition that Cypress will pay the same purchase price of the bona fide accepted offer on the individual lot(s).

The First Right of Refusal hereunder shall expire at 4:00 p.m. on June 30, 2021, unless terminated earlier under Section 2.02.01.

SECTION 2.02.01 REJECTION. If Cypress does not elect to execute its option within 48 hours,

the RDA shall be free to accept the third-party offer. Failure of Cypress to respond will be considered a denial of the right of first purchase. Furthermore, upon denial of the right of first purchase, the Option to Purchase on the remaining Lots shall be null and void.

ARTICLE III OBLIGATIONS AND CLOSING

SECTION 3.01. OBLIGATIONS AND CLOSINGS.

SECTION 3.01.01. Construction. Cypress agrees to construct one home on each of the seven Lots. Construction of all lots shall be completed within five years from the date of closing. Construction is considered completed upon the issuance of a certificate of occupancy permit. Each home shall be constructed in accordance with the LPV Home Construction Standards. Cypress estimates the minimum home value per lot to be \$320,900.00 adding \$2,309,300.00 in total value.

If construction is not completed as described above, the RDA shall have the option to buy back any of the lots for original sale price (\$24,500 per lot). Any Lot transfer shall be by Warranty Deed conveying title free of all liens and encumbrances (except easements, covenants and restrictions of record, including but not limited to the Lake Park Villas Home Owners Association covenants and restrictions). Closing costs including title insurance to be paid by Cypress.

SECTION 3.01.02. Closing. In the event that Cypress exercises its First Right of Refusal and/or its Option to Purchase as described above, the parties shall close on the Lots within forty-five (45) days after Cypress exercises its Option to Purchase or First Right of Refusal.

ARTICLE IV MISCELLANEOUS PROVISIONS

SECTION 4.01. CONDITION OF THE PROPERTIES. Cypress is aware that the RDA is a governmental entity and as such is not required to complete a Real Estate Condition Report and makes no warranties concerning its condition or permitted use. Cypress represents and warrants to the RDA that it has inspected the Lots and agrees to accept the Lots in its present "AS IS" condition.

SECTION 4.02. SURVIVAL. The terms of this Agreement shall survive closing on the Lots. Any provision of this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have been terminated, but shall survive unless expressly waived in writing by all parties, and shall be in full effect until performed.

SECTION 4.03. CONVEYANCE. The RDA agrees to sell the Lots to Cypress subject to the easements, use restrictions and covenants of record, ordinances affecting the Lots, and State and Federal Laws. All transfers to Cypress hereunder shall be by Warranty Deed from the RDA conveying title free of all liens and encumbrances (except easements, covenants and restrictions of record, including but not limited to the Lake Park Villas Home Owners Association covenants and restrictions).

SECTION 4.04. TAXES AND PRORATED ITEMS. The RDA shall be responsible for paying 2020 net general real estate taxes.

SECTION 4.05. PAYMENT OF FEES, CLOSING COSTS, ETC. The RDA will secure a title insurance policy for the purchase on an ALTA form issued by an insurer licensed in the State of Wisconsin. Cypress shall pay all costs associated with the closing including the title policy, GAP coverage, if desired and recording of the Deed(s).

SECTION 4.06. ASSIGNMENT. The rights, duties and obligations of Cypress hereunder may not be assigned by Cypress without the prior written consent of the RDA to the assignment.

SECTION 4.07. DEFAULT. In the event of material default by a party under this Agreement, the other party may, at its option, elect to enforce the terms of this Agreement, and/or pursue any other legal or equitable remedy. The non-breaching party shall be entitled to collect attorney fees from the breaching party.

SECTION 4.08. TERMINATION. This Agreement shall terminate upon the completion of construction of the last Lot.

SECTION 4.09. NOTICES. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed received when hand delivered, emailed, or when mailed by first class mail, postage prepaid, properly addressed as indicated below:

To Cypress: Cypress Homes, Inc.
Attn: Mike Blank
1230 West College Avenue, Suite D
Appleton, WI 54914
Email: mike@callcypresshomes.com

With a copy to:

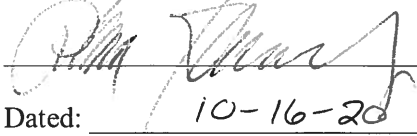
To the RDA: Redevelopment Authority of the City of Menasha
Attn: Community Development Director
100 Main Street, Ste 200
Menasha, WI 54952
Email: sschroeder@ci.menasha.wi.us

With a copy to: City of Menasha
Attn: City Attorney
100 Main Street, Ste 200
Menasha, WI 54952
Email: pcaptain@ci.menasha.wi.us

Any party may, by written notice to the party (ies), designate a change of address for the purposes aforesaid.

ACCORDINGLY, the RDA and Cypress have executed this Option to Purchase and First Right of Refusal as of the date written below.

The Redevelopment Authority of the City of Menasha



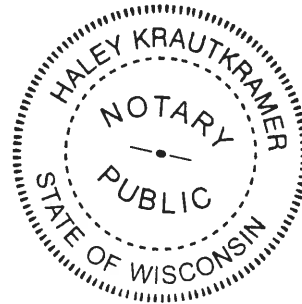
Philip K. Vanderhyden, Chairman

Dated: 10-16-20


State of Wisconsin
County of Winnebago

Personally came before me on this 16 day of October, 2020, the above-named Philip K. Vanderhyden to me known to be the person who executed the foregoing instrument and acknowledged the same.

Halcy Krautkramer
Notary Public
My commission expires: 6/30/2024




Cypress Homes, Inc.


Mike Blank, President

Dated: 10-13-20

State of Wisconsin
County of Winnebago

Personally came before me on this 13 day of October, 2020, the above-named Mike Blank to me known to be the person who executed the foregoing instrument and acknowledged the same.

 Gregory S. Drusch
Notary Public
My commission expires: 1-27-2021

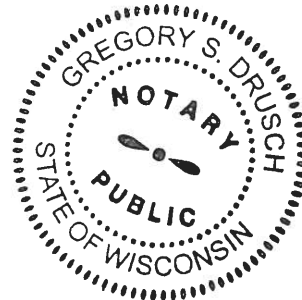


EXHIBIT A



Lot Pricing And Availability

Lake Park Villas Homeowners' Association

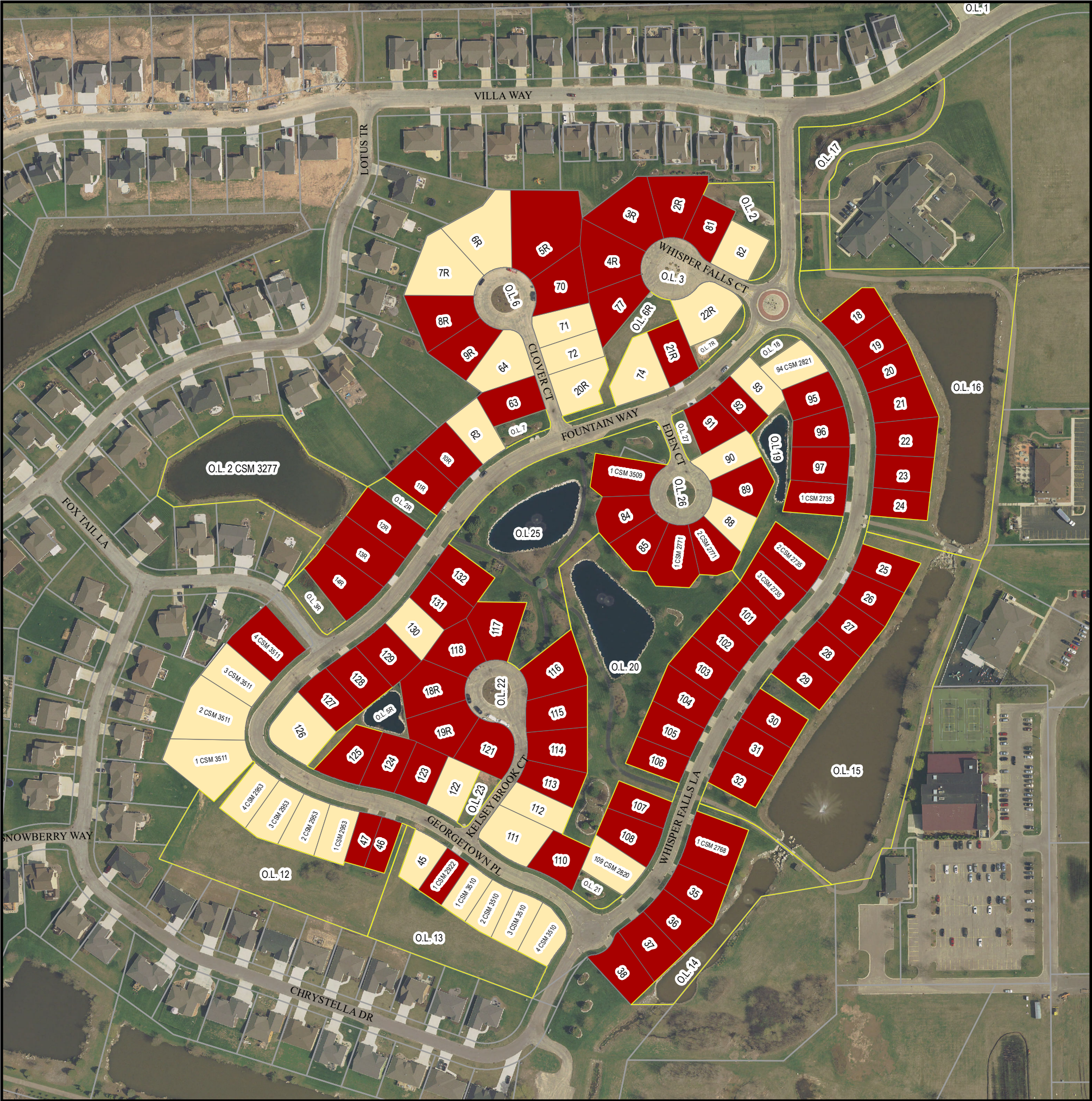
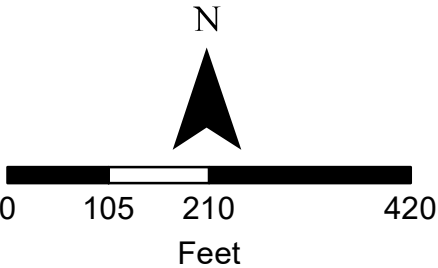
Legend

- Under Contract
- Available Lots
- Sold Lots
- Auxiliary Lots

CSM Certified Survey Map

O.L. Outlot

R 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



LOT	LIST PRICE	LOT	LIST PRICE	LOT	LIST PRICE	LOT	LIST PRICE
4 CSM 3510	\$35,900	1 CSM 3511	\$44,900	20R	\$35,900	111	\$39,900
3 CSM 3510	\$39,900	2 CSM 3511	\$44,900	74	\$39,900	112	\$39,900
2 CSM 3510	\$39,900	3 CSM 3511	\$39,900	22R	\$39,900	122	\$39,900
1 CSM 3510	\$39,900	62	\$35,900	82	\$39,900	126	\$35,900
45	\$39,900	64	\$35,900	88	\$39,900	130	\$35,900
1 CSM 2953	\$39,900	7R	\$39,900	90	\$44,900		
2 CSM 2953	\$39,900	6R	\$39,900	93	\$44,900		
3 CSM 2953	\$39,900	71	\$35,900	94 CSM 2821	\$39,900		
4 CSM 2953	\$39,900	72	\$35,900	109 CSM 2820	\$39,900		



**UPDATED
MEMORANDUM**

Date: February 17, 2022
To: Redevelopment Authority
From: Community Development Department/SS
RE: Listing Agreement Amendment – Province Terrace Lots

In June of 2021, the RDA approved a listing agreement amendment with NAI Pfefferle to continue to list and market the commercial lots in the Province Terrace area. This listing agreement technically expired December 8, 2021. Attached to this memo is an amendment to the listing contract to extend the listing to August 11, 2022.

Although none of the lots sold over the past year, we did have some interest that was considered and ultimately did not move forward. The RDA also acquired the Markway Metals property which will allow for a larger development site to be considered. In addition to this, there has also been some additional development in the vicinity with the on-going construction of the Samaritan Counseling Center and the approval of the new CoVantage Credit Union which should be constructed in 2022. We are hopeful that these developments could push for additional interest in the area.

Staff recommends the RDA approve the listing agreement amendment as presented between the RDA and NAI Pfefferle through August 11, 2022.

OK
sj

WB-42 AMENDMENT TO LISTING CONTRACT

1 It is agreed that the Listing Contract dated December 11, 2020, between the undersigned, for sale/rental of the
2 property known as (Street Address/Description) Province Terrace
3 and Manitowoc Rd. Lots in the City of
4 Menasha, County of Winnebago, Wisconsin is amended as follows:
5 The list price is changed from \$ ----- to \$ -----.
6 The expiration date of the contract is changed from midnight December 11, 2021
7 to midnight August 11, 2022
8 The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price:
9 N/A

11 Other: _____

13 This amendment pertains to the following parcels:

15 2027 Manitowoc Road

17 Creating a large new parcel of 3.26 acres - which will be "2011 Manitowoc Road"
18 and parcels 1,2 and 5 (Price for the new 3.26 acres/142,005.60 sf will be
19 \$3.00 psf - or \$426,016.80 being herein referred to as Lot 1.

21 Providence Terrace (Lots 1, 4, 10, 11 & 12)

23 City of Menasha will not provide gap coverage

27 Seller Entity Name:

28 The Redevelopment Authority of the City of Menasha

32 Phil Vanderhyden, Jr./Chair-RDA

34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

35 NAI Pfefferle - Elizabeth Ringgold

36 Firm Name ▲

(x) _____

Seller's/Owner's Signature ▲

Date ▲

Print name ▶ See above

38 (x) Joseph Schuessler 2-2-22

39 By Agent for Firm ▲

Date ▲

(x) _____

Seller's/Owner's Signature ▲

Date ▲

40 Print name ▶ Joseph Schuessler - Corp Secy

Print name ▶

41 **CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual**
42 **agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing**
43 **contract, without the written consent of the Agent(s)' supervising broker.**

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.

45 (x) _____

46 Supervising Broker's Signature ▲ Print name ▶

Date ▲



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.

Five 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.

PRICE **\$27,878-\$426,000 PER LOT**

ACRES **0.32-3.26**

ZONED **GENERAL COMMERCIAL**

MUNICIPALITY **CITY OF MENASHA**

For more information:

Elizabeth Ringgold

920.560.5061 • elizabethr@naipfefferle.com

For Sale

Manitowoc Road & Province Terrace Menasha, WI

OPTIMAL UTILITIES

Menasha Utilities, a locally owned and operated utility, provides electric service. 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.

LOT NUMBER	ZONING	SQUARE FEET	ACRES	ASKING PRICE
1	C-1 GENERAL COMMERCIAL ZONING	128,328	3.26	\$426,000
4	C-1 GENERAL COMMERCIAL ZONING	13,852	0.32	\$27,878
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 Toad Bar and Grill
- Provisions Wealth Management
- Davel Engineering
- Winnegamie Dog Club
- Circle of Friends Learning Center
- Neenah-Menasha Fire & Rescue
- Tree Specialists
- Storage Center



MEMORANDUM

Date: February 17, 2022

To: Redevelopment Authority

From: Community Development Department/SS

RE: **Consideration of Land Acquisition – Portions of the Former Gilbert Paper Mill Site
(Parcel 3-00527-04)**

Over this past fall, the RDA has been in discussion regarding interest in acquiring a portion of the former Gilbert Paper Mill Property (this area in blue below and approximately 1.1 acres) currently owned by the PJC Group, LLC. The overall property (outlined in purple) is a known brownfield site having remnant soil contamination on site. Overall, the property is 5.534 acres and is assessed at \$674,000 (\$121,793 per acre). The City does have a right to purchase 0.821 acres of the property for the future Lawson Canal Project (area in red). The last known listing price for the overall property was \$1.4M (\$252,982 per acre).

With the implementation of the right to purchase by the City and execution of the Lawson Canal project, the area of interest will be island off from the existing Gilbert Site and would be more suited developing with the Banta site for conformity purposes. The overall area is seeing improvements including the

Racine Street Bridge Project, the demolition of the former Banta building, the redevelopment of the remaining Banta building, the relocation of utilities, the future extension and construction of Oak Street, the expansion of TID 11, and the continuation of the naturalization of the Lawson Canal.

Following the December 7, 2021 meeting, staff has been in contact with the owner of the property to negotiate the acquisition of the property. At the time, the ownership group had also

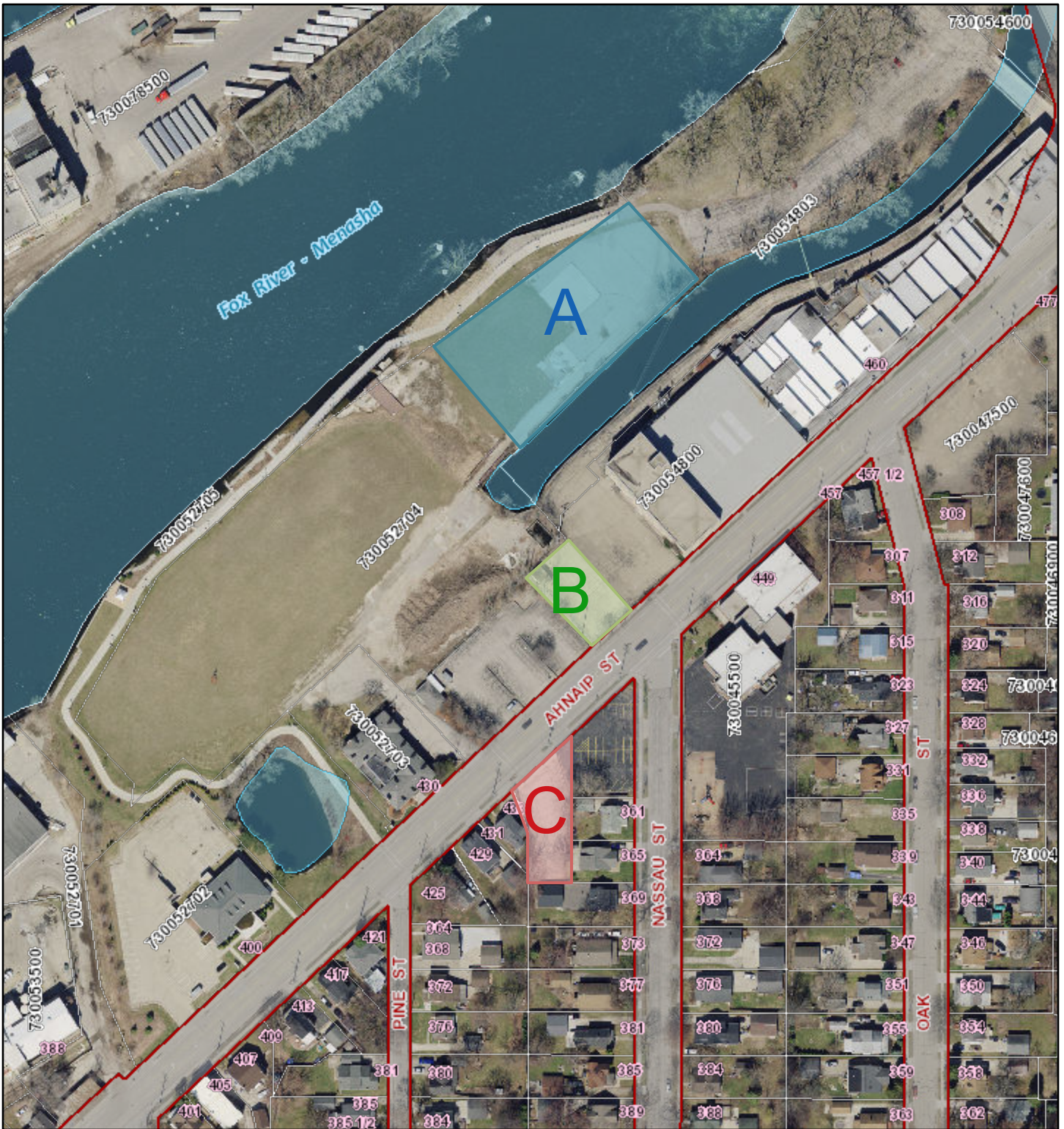


been in conversations with a developer interested in the property and wished to not come into any sorts of contracts with the RDA until such a time more details were brought forward. Since conversations to this regard have since gone quiet, the ownership group would now like to move forward. Through back and forth conversations, the negotiations landed as follows:

- RDA would acquire the blue area being roughly 1.1 acres, noted as Area A in the map attached, for the purchase price of \$175,000.00
- As part of the acquisition, the RDA would transfer the green area, 0.19 acres noted as Area B in the map attached to PJC. PJC in return would transfer the red area (parcel 3-00491-00), 0.22 acres noted as Area C in the map attached to the RDA.
- The closing would be contingent upon:
 - o The acquisition approval by the Common Council
 - o A CSM being drafted and approved. Said CSM would be paid for by the RDA and separate Area A from the Gilbert property and combine Area B to the Gilbert property
 - o A determination and designation of blight be found true for Area C

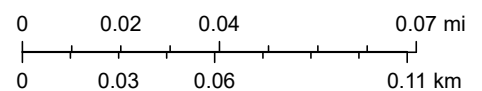
Staff recommends the motion to approve the Land Purchase Agreement as presented and direct Executive Director and the RDA Chair to execute.

Site Map



1/20/2022, 6:03:31 PM

1:2,162



- Legend:

 - Adjacent Counties
 - Lakes, Ponds and Rivers
 - Navigable Waterways
 - Navigable - Permanent (unchecked)
 - Navigable - Intermittent (unchecked)
 - Navigable - Stream (unchecked)
 - Navigable - Permanent (checked)
 - Navigable - Intermittent (checked)
 - Navigable - Stream (checked)
 - Tax Parcel Boundary
 - Road ROW
 - Municipal Boundary

Winnebago County GIS, Imagery Date: April 2020

Winnebago County GIS
Winnebago County GIS | Imagery Date: April 2020 |

LAND PURCHASE AGREEMENT

This Land Purchase Agreement (Agreement) is entered into as of February __, 2022, between The Redevelopment Authority of the City of Menasha, a Wisconsin Municipal Corporation, 100 Main Street, Suite 200, Menasha, Wisconsin 54952 (RDA), and PJC Group L.L.C, a Wisconsin Limited Liability Company, 430 Ahnaip Street, Menasha, WI 54952 (PJC).

Recitals

WHEREAS, the RDA wishes to facilitate redevelopment, urban renewal and the orderly growth of the City of Menasha; and,

WHEREAS, the RDA wishes to consolidate certain properties to make these parcels more conforming and desirable for redevelopment; and,

WHEREAS, PJC wishes to sell fee title ownership of the former Gilbert Paper Mill site, Parcels 3-00527-04 and 3-00491-00 (Parcel 3-00491-00 herein referred to as "Property C").

WHEREAS, the RDA wishes to acquire portions of the former Gilbert Paper Mill site being roughly 1.1 acres of the northern most portion of the former Gilbert Paper Mill site that is divided by the Lawson Canal as shown in EXHIBIT A, herein referred to as "Property A"; and,

WHEREAS, the RDA for orderly growth of the community is desirous to sell fee title ownership of the former Banta Site for redevelopment purposes, specifically parcel 3-00548-02 being 0.19 acres of the southernmost portion of the former Banta Publishing site herein referred to as "Property B".

Agreement

NOW THEREFORE, the parties mutually agree as follows:

1. The RDA shall purchase Property A, being the northern most portion of the former Gilbert Paper Mill site, roughly 1.1 acres, as shown in EXHIBIT A, from PJC for the Purchase Price of \$175,000.00.
2. As part of the acquisition of Property A, the RDA shall transfer Property B to PJC at no value and PJC shall transfer Property C to the RDA at no value.
3. The closing of these properties shall be Contingent upon the following:
 - a. The City of Menasha Common Council shall approve of the acquisition of properties by the RDA no later than 60 days from the date of this Agreement.
 - b. Following the approval of the land acquisition by the City of Menasha Common Council, the RDA shall hire a licensed land surveyor of its choice to draft a two Lot Certified Survey Map (CSM) subdividing Property A from Parcel 3-00527-04 as Lot 1 and combining Property B to the remnant Gilbert Paper Mill site being Parcel 3-00527-04 as Lot 2. Upon drafting, the CSM shall be approved by the City Plan Commission and the Common Council followed by the RDA officially recording the CSM with the Winnebago County Register of Deeds.

The recording of said CSM shall be within 90 days from the date of Common Council approval of the acquisition of properties.

4. Upon approval of the contingencies, PJC shall give evidence of title in the form of an owner's policy of title insurance in the amount of the Purchase Price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin for Property A and Property C. PJC shall pay all costs of providing title evidence to the RDA.
5. Closing of the Property shall take place no later than July 1, 2022.
6. General terms of closing:
 - a. Any income, taxes or expenses shall accrue to PJC, and be prorated at closing, through the day prior to closing. Real estate taxes shall be prorated at closing based on the net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted).
 - b. The RDA shall pay the Purchase Price to PJC.
 - c. PJC shall convey Property A and Property C by warranty deed to the RDA, free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Properties in violation of the foregoing disclosed in PJC's disclosure report and in this Agreement, general taxes levied in the year of the closing which constitutes merchantable title for purposes of this transaction.
 - d. The RDA shall convey Property B by limited warranty deed, free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in PJC's disclosure report and in this Agreement, general taxes levied in the year of the closing which constitutes merchantable title for purposes of this transaction.
 - e. The RDA shall draft the necessary documents as it relates to the closing of the Property including warranty deeds, closing statement, and the Wisconsin Real Estate Transfer Returns. PJC shall hold the right to review said documents to ensure compliance with this Agreement.
 - f. PJC shall execute the documents necessary to record the conveyance at PJC's cost and pay any necessary Wisconsin Real Estate Transfer Fee.
 - g. The closing of the Property will take place at a time and date to be determined at the City Hall of the City of Menasha.
7. PJC accepts the terms of this Agreement as an exclusive offer and shall not sell the Property A or C to a third party so as long as this Agreement is in effect.
8. The RDA holds the rights to review and inspect Property A and C upon a reasonable request including on-site inspection and/or conducting a phase I and phase II environmental report.
9. This Agreement shall terminate if:
 - a. The RDA fails to obtain approval by the City of Menasha Common Council of the acquisition of the Property A and C by the RDA.
 - b. The CSM subdividing Property A and combining Property B to Parcel 3-00527-

04 fails to be approved.

10. PJC Continuing Obligations. PJC herein agrees to keep the pedestrian sidewalk abutting Property C free and clear of snow per City of Menasha Municipal Ordinance for a period not less than five years from the date of this Agreement or until such a time the RDA no longer owns Property C whichever comes first.
11. The parties agree this constitutes the complete Agreement of the parties. Any amendments shall not become effective until agreed to in writing and signed by all parties.
12. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first class mail, postage prepaid, properly addressed, or emailed as indicated below:

To Seller: Edmund Jelinski
430 Ahnaip Street
Menasha, WI 54952
ejjelinski@sbcglobal.net

With a copy to:

To the Buyer: The Redevelopment Authority of the City of Menasha
Attn: Community Development Director
100 Main Street, Ste 200
Menasha, WI 54952
sschroeder@ci.menasha.wi.us

With a copy to: City of Menasha
Attn: City Attorney
100 Main Street, Ste 200
Menasha, WI 54952
pcaptain@ci.menasha.wi.us

Any party may, by written notice to the party(ies), designate a change of address for the purposes aforesaid.

[Signature Page on Next Page]

ACCORDINGLY, the RDA and PJC have executed this Land Purchase Agreement as of the date written below.

The Redevelopment Authority of the City of Menasha

Philip K. Vanderhyden, Chairman

Dated: _____

State of Wisconsin
County of Winnebago

Personally came before me on this _____ day of _____, 2022,
the above-named Philip K. Vanderhyden to me known to be the person who executed the
foregoing instrument and acknowledged the same.

Notary Public
My commission expires: _____

Edmund Jelinski

Edmund Jelinski, PJC Group, Managing Member

Dated: _____

State of Wisconsin
County of Winnebago

Personally came before me on this _____ day of _____, 2022,
the above-named Edmund Jelinski to me known to be the person who executed the foregoing
instrument and acknowledged the same.

Notary Public
My commission expires: _____