



CITY OF BURLINGTON

ADMINISTRATION DEPARTMENT
300 N. Pine Street, Burlington, WI, 53105
(262) 342-1161 – (262) 763-3474 fax
www.burlington-wi.gov

AGENDA
COMMUNITY DEVELOPMENT AUTHORITY (CDA)
Tuesday, March 1, 2016
224 East Jefferson Street, Burlington, WI
Council Chambers
5:30 p.m.

Bil Scherrer, Chairman
Robert Miller, Mayor
Bob Grandi, Aldermanic Representative
Jack Eckola
Chuck Rule
Jim Spiegelhoff
Thomas Wiemer

1. Call to Order
2. Roll Call
3. Approval of minutes from February 2, 2016
4. Persons desiring to be heard
5. Review and consideration Resolution 115, “A resolution to authorize a \$140,000 Revolving Loan Fund to WIN Properties, LLC”.
6. Review and Consideration of Resolution Number 116, “A resolution approving the acceptance of an Offer To Sell Real Property to Burlington Core Upgrades II, LLC”
7. Discussion regarding the request for developer proposals of the vacant lot located on the E. Chestnut and Dodge Street.
8. Adjournment

Note: Notice is hereby given that a majority of the members of the Common Council may be present at this meeting. Although this may constitute a quorum of the Council, the Council will not take any action at this meeting.

Note: If you are disabled and have accessibility needs or need information interpreted for you, please call the City Clerk’s Office at 262-342-1161 at least 24 hours prior to the meeting.



CITY OF BURLINGTON
COMMUNITY DEVELOPMENT AUTHORITY
MEETING MINUTES
February 2, 2016 at 5:30 p.m.
224 E. Jefferson Street

1. **CALL TO ORDER**

Mayor Robert Miller called the meeting of the Community Development Authority to order at 5:30 p.m.

2. **ROLL CALL**

The following commissioners were in attendance: Mayor Bob Miller, Alderman Bob Grandi, Tom Wiemer, Jack Eckola, Chuck Rule, and Jim Spiegelhoff. Excused: Chairman Bil Scherrer

Also in attendance: City Administrator Carina Walters, Racine County Economic Development Center Loan Specialist Janelle Topczewski and Attorney Jeff Molinski.

3. **APPROVAL OF MINUTES FROM NOVEMBER 24, 2015**

A motion to approve the minutes from November 24, 2015 was made by Commissioner Eckola with a second by Commissioner Spiegelhoff. With all in favor, the motion carried.

4. **CITIZEN COMMENTS**

There were no citizen comments.

5. **TOPIC:** Consideration to deny Resolution 114, “Resolution approving the acceptance of an Offer to Sell Real Property to Burlington Core II, LLC” that was tables at the June 3, 2014 meeting.

A motion was made by Commissioner Wiemer, with a second by Alderman Grandi to approve the denial of Resolution 114.

Roll call Aye: Miller, Grandi, Eckola, Rule, Spiegelhoff and Wiemer. Roll Call Nay: None.

With all in favor, the motion carried 6-0.

6. **TOPIC:** Consideration of an option to purchase by Burlington Core Upgrades II, LLC for property located at the intersection of Dodge Street and E. Chestnut Street.

- Bill Stone and Tom Stelling of Burlington Core Upgrades II, LLC, presented a brief overview of their proposal for the vacant lot located on the corner of Dodge and E. Chestnut Street. Stone stated that the land was recently appraised by Pitt Brothers and Associates in the amount of \$70,000. They are seeking to purchase the property for the same amount, but also looking for any other ideas and suggestions from the Board and staff. Stone stated that the original plan was to construct retail and office space but was prevented from happening due to the economic downturn in 2008. Stelling stated

that their primary goal is to do what's good for the downtown development, however, they need to purchase property in order to proceed.

- Grandi asked Stone and Stelling what their actual vision is. Stone replied that ultimately it's to have first floor retail with office space on the second and third floors, however, the current available rental/lease space in the downtown area costs far less than what a new building would need to collect in order to create cash flow. Stone further stated that allowing residential units is an option, but understands there are concerns about going this route. Stelling stated that whatever is eventually built on this property, the space, as it currently sits, is an eyesore to the community. If they were to take ownership, Burlington Core Upgrades, LLC would create a temporary green space until the time came to develop. Mayor added that the City has already planned to clean up that site this spring.
- Attorney Bjelajac emphasized that the Board should be focusing on the sale of property as well as a whether or not there should be a Development Agreement linked to the sale.
- Alderman Ruth Dawidziak inquired as to what the current interest is for development. Stelling replied that they are mostly interested in office space. Dawidziak stated that she is against the idea of adding more apartments to the downtown area. Dawidziak added that she is also concerned about future needs of current facilities and how this space might be utilized for those purposes instead. She also stated that downtown parking is already a challenge and adding additional housing to the downtown area could have a negative impact to business owners and their customers because of the parking issues. Dawidziak further stated that Burlington is not an urban area like Milwaukee, where downtown living is conducive to their lifestyle.
- Alderman Tom Preusker wanted to know if the City's role as property owners is to sit on the property for the right opportunity to come along or allow private enterprises to own the properties and develop in order to contribute to the economy and vitality of the city. Preusker added that he feels the City should not sit on the property, however, he is against any type of \$1 sale for this situation. Preusker further stated that he thinks it would be a good idea to list the property on the market and see who else might be interested in purchasing and make the sale contingent on a develop agreement to avoid further vacancy. Lastly, Preusker felt that whatever the development is, he isn't against apartments so long as it's not subsidized housing and parking issues would need to be addressed as well.
- Grandi stated that there is enough subsidized housing in the City is adamantly against adding more. Grandi further stated, that as a resident, he would like to see the property developed; however as a member of the City Council, he feels placing the property on the market to see who else might be interested, would be in the best interest of the City and help maintain the government transparency that the City strives to adhere to.
- Stelling responded that retail/office space has always been their goal and vision, however, it isn't viable to the economy right now. Stelling further stated if the Board chooses to go to market and advertise the property as commercial retail development, then that would be fair and admirable; however, if the goal of the City is just to have that space developed regardless of what's there, then multi-unit housing is the appetite of what is currently being developed, which also contributes to the tax base.
- Mayor Miller stated that he has had conversations with other developers and the consensus has been to build apartments on that parcel of property so long as residents could use the parking garage for their own parking, which would cause even greater parking issues. Miller said if parking were to be

included within the building, then there would be height restrictions and not enough units could be constructed in order to cash flow the building. The property is currently zoned B2, which allows first level retail and apartments on the second and third level, which allows non-dedicated parking. However, if that area were to be all residential, the zoning would need to be changed to a multi-family zoning which then requires 1.9 parking spaces per 2 bedroom unit – 24 units would need 48 parking spaces somewhere onsite. Mayor said that in addition, changing the zoning would create a “spot zone”, and doesn’t believe that is allowed per State law. Mayor stated to the Board that they will need to decide on whether to accept or reject the Offer to Purchase for the fair market value or list the property in hopes that something else comes along.

- Attorney Bjelajac added, depending on which direction the Board decides to move, he could begin crafting and working with staff to develop an agreement to bring back to the Board for further review.
- Commissioner Eckola stated that he trusts Stelling and Stone and would rather have them build something in the city than outside stranger who knows nothing about Burlington. Eckola also stated that these two have already put a lot of time into the project and are clearly dedicated to the best interests of Burlington and feels the Board should choose to move forward and sell the property and allow Burlington Core to develop that property.
- Grandi responded that he would like to see the property developed as well, but feels the city also has an obligation to be transparent and should be listed on the market to allow others to make an offer to purchase.
- Attorney Bjelajac stated that with permission, he would come up with an Offer to Sell to Burlington Core Upgrades, LLC, along with an interim Developer Agreement that would state the future care of the land until there is a project worthy of a further development agreement, and at the same time advertise the property to see if anybody else is interested in purchasing, as there is no particular time frame that needs to be committed to.
- Commissioner Eckola motioned, with a second by Commissioner Weimer, to move forward with the sale of the property with a closing date of an appropriate time frame along with a developer agreement and with permission to informally seek proposals via “request for proposal” from prospective buyers within the agreed upon time frame. In addition, the City will be responsible for improving the vacant lot during the interim beginning in the spring of 2016.

Roll call Aye: Miller, Grandi, Eckola, Rule, Spiegelhoff and Wiemer. Roll Call Nay: None.

With all in favor the motion carried 6-0.

7. ADJOURNMENT

A motion was made by Commissioner Spiegelhoff with a second by Commissioner Eckola to adjourn the meeting. With all in favor, the meeting adjourned at 6:40 p.m.



Recording Secretary
Diahnn C. Halbach
Burlington City Clerk

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF BURLINGTON
RACINE COUNTY, STATE OF WISCONSIN**

March 1, 2016

Resolution No. 115

**A RESOLUTION AUTHORIZING A \$140,000 REVOLVING LOAN FUND LOAN TO WIN
PROPERTIES, LLC**

WHEREAS, the City of Burlington operates a Revolving Loan Fund Program for the purposes of economic development; and,

WHEREAS, Shad Branen of WIN Properties, LLC is the current owner of property located at 425 N. Pine Street located in the City of Burlington; and,

WHEREAS, a Revolving Loan Fund Loan in the amount of \$140,000 will be used by WIN Properties, LLC to assist in the renovation of the building at 425 N. Pine Street to redevelop it for retail and office space; and,

WHEREAS, the Racine County Economic Development Corporation Loan Committee has reviewed and recommended this loan under the terms and conditions listed in the Loan Officer Write-Up attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED that the Community Development Authority of the City of Burlington, Racine County, State of Wisconsin does hereby approve a Revolving Loan Fund Loan in the amount of \$140,000 to WIN Properties, LLC to be used to assist in the renovation of the building at 425 N. Pine Street to redevelop it for retail and office space.

BE IT FURTHER RESOLVED that the Community Development Authority Executive Director is hereby authorized and directed to execute this agreement on behalf of the City.

Dated this 1st day of March 2016.

William Scherrer, Chairman

Carina G. Walters, Executive Director



TO: City of Burlington Community Development Authority

FROM: Nhi Malinowski, Credit Analyst

RE: TID – RLF Loan Application
WIN Properties LLC

DATE: March 1, 2016

The purpose of this memorandum is to request final approval on a loan to WIN Properties LLC from the Tax Incremental District Revolving Loan Fund (TID RLF).

WIN Properties LLC, owned by Shad Branen, purchased 425 N. Pine Street in Burlington. This was formerly the location of the Schuette Daniels Furniture store. The TID RLF loan will be used to assist in the renovation of the building to redevelop it for retail and office space. The facility will also include co-working space and a business incubator. Additional sources of funding for the renovation will be provided by:

- Downtown Historic District Façade Improvement Grant from the City of Burlington; and
- Fox River State Bank.

With the assistance of the Racine County Economic Development Corporation (RCEDC) staff, Mr. Branen has also applied for a Grant from the Wisconsin Economic Development Corporation (WEDC) through its Community Development Investment Program. The application is currently under review.

The RCEDC Staff and Loan Committee have reviewed the financing structure and the project, including:

- Management experience of the applicant;
- Historical financial performance of the applicants existing businesses;
- Projected income to be generated from the redeveloped property;
- Collateral being offered to secure the loan; and
- Cash flow coverage for repayment of the proposed financing.

Following this review, the RCEDC staff and Loan Committee are making a recommendation for approval of a \$140,000 TID RLF loan for this project. This amount is higher than the TID RLF policies currently allow at \$100,000. The recommendation for the higher loan amount is

determined by the significance this site has to the downtown area and the importance to ensure it is renovated and occupied.

The Community Development Authority is specifically being requested to approve the following:

1. Loan approval:
 - a. Final approval of the \$140,000 TID RLF loan based upon RCEDC staff and Loan Committee recommendations and contingencies. Noteworthy contingencies include:
 - i. Borrower to secure enough leases with minimum terms of one year to meet a 1.2:1 cash flow coverage before closing of the TID RLF loan.
 - ii. TID RLF dollars are required to be the final funds disbursed for the project completion and are to be managed by a Title Company.
 - iii. An 'as complete' appraisal must reflect a minimum value of the project cost.
2. Waiver to the TID-RLF Policy Manual, specifically:
 - a. Waiver of the maximum loan size allowing for a \$140,000 loan exceeding the \$100,000 maximum currently allowed under the Policy Manual.



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Administration Department

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To: Members of the Community Development Authority (CDA)
From: Carina G. Walters, City Administrator
Date: March 1, 2016

Re: Burlington Core Upgrades II, LLC Offer to Sell Agreement and Request for Proposal

At its February 2, 2016 Community Development Authority (CDA) meeting, staff recommended denying a tabled resolution from June 3, 2014 approving the offer to sell CDA property located on the corner of Dodge and Chestnut Street for one dollar. After denying the tabled resolution, Burlington Core Upgrades II, LLC proposed offering the City of Burlington the appraised land value of \$70,000. The appraisal was completed by Pitts Brothers and Associates, LLC in July 2014.

After much discussion, staff was directed to complete two tasks: create an offer to sell to Burlington Core Upgrades II, LLC at the appraised value of \$70,000 with a closing date of July 2016; however, include a period of time allowing City staff to market the property to other potential developers.

In preparation of this evening, City Attorney, John Bjelajac created an offer to sell (attached) between the CDA and Burlington Core Upgrades II, LLC with a closing date of July 29, 2016 in the amount of \$70,000. The flexibility within the agreement allows the City to take steps in determining the marketability of the property, and whether or not there may be other potential buyers for the property. Therefore, the CDA can cancel the offer to sell with the Burlington Core Upgrades II, LLC by May 31, 2016.

In order to determine the temperature of the market, staff created the attached Request for Proposal(s) for the vacant lot to be released by March 2, 2016 with a closing date of April 1, 2016. Pursuant to the number of responses and offer to sell agreement, the CDA will need to have its due diligence completed by May 31, 2016.

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF BURLINGTON
RACINE COUNTY, STATE OF WISCONSIN**

March 1, 2016

Resolution No. 116

**A RESOLUTION APPROVING THE ACCEPTANCE OF AN OFFER
TO SELL REAL PROPERTY TO BURLINGTON CORE UPGRADES II, LLC**

WHEREAS, the Community Development Authority of the City of Burlington, a Municipal Corporation located in Racine County Wisconsin, is the owner of vacated land along E. Chestnut Street and Dodge Street (Lots 1, 2, 3 and 4 of Block 27 of the Original Plat of Burlington); and,

WHEREAS, the City of Burlington has submitted an Offer to Sell real estate for said property to Burlington Core Upgrades II, LLC, attached hereto as Exhibit "A"; and,

WHEREAS, an offering price of \$70,000 has been extended to the City with the agreement that Burlington Core Upgrades II, LLC maintains the property in an orderly condition in compliance with all applicable City Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of Burlington, Racine County, State of Wisconsin, to accept the terms and conditions as stated within Attachment "A" *Offer to Sell Real Property* attached hereto, signed by Burlington Core Upgrades II, LLC.

BE IT FURTHER RESOLVED that the Community Development Authority Executive Director is hereby authorized and directed to execute this agreement on behalf of the City.

Dated this 1st day of March, 2016.

William Scherrer, Chairman

Carina G. Walters, Executive Director

OFFER TO SELL
REAL PROPERTY

The undersigned Seller, Community Development Authority of the City of Burlington, hereby offers to sell the real property described in attached Addendum A, to Buyer, Burlington Core Upgrades II, LLC, under the terms and provisions contained in attached Exhibit "X", such terms and provisions hereby incorporated herein by reference.

If Buyer wishes to accept this Offer to Sell, Buyer must properly execute this document (including, as applicable, the attachments) and then return the same so that the fully executed Offer to Sell is actually received by Seller, or by Seller's attorneys in the law firm of BJELAJAC & KALLENBACH located at 601 Lake Avenue, Racine, Wisconsin, on or before the date of March 18, 2016. If this Offer to Sell is not so executed by Buyer and so received by Seller or Seller's attorneys on or before such date, then this Offer to Sell shall automatically become null and void.

Seller may withdraw this Offer at any time (prior to Buyer delivering an accepted copy of this Offer by personal delivery as described above) by giving written or oral notice to Buyer of such withdrawal of the Offer.

Dated this ____ day of March, 2016.

SELLER: Community Development Authority
of the City of Burlington

By: _____
Bil Scherrer, Chairman

ACCEPTANCE

THIS OFFER TO SELL IS HEREBY ACCEPTED. THE UNDERSIGNED BUYER HEREBY AGREES TO PURCHASE THE ABOVE-DESCRIBED REAL PROPERTY UNDER THE TERMS AND CONDITIONS DESCRIBED ABOVE.

Dated this ____ day of March, 2016.

BUYER: Burlington Core Upgrades II, LLC

By: _____
William Stone, Member

WB-13 VACANT LAND OFFER TO SELL

ATTORNEY

1 ~~LICENSEE~~ DRAFTING THIS OFFER ON February 18, 2016 [DATE] IS ~~(AGENT OF BUYER)~~

2 (AGENT OF SELLER/LISTING BROKER/AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

3 **GENERAL PROVISIONS** The Buyer, Burlington Core Upgrades II, LLC, being a Wisconsin limited liability company, shall

4 _____, offer to purchase the Property

5 ~~XXXXXX Street Address~~ described in attached Addendum A

6 in the City _____ of Burlington _____, County of Racine _____, Wisconsin ~~(used~~

7 ~~additional description of any of lines 458-464 or 520-524 or attached addendum A or line 525),~~ on the following terms:

8 ■ PURCHASE PRICE: Seventy Thousand Dollars, and other consideration stated herein

9 _____ Dollars (\$ 70,000.00).

10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ _____

11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or

12 _____

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the

15 date of this Offer not excluded at lines 18-19, and the following additional items:

16 _____

17 _____

18 ■ NOT INCLUDED IN PURCHASE PRICE: _____

19 _____

20 CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented

21 and will continue to be owned by the lessor.

22 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are

23 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

24 ■ ZONING: Seller represents that the Property is zoned: as described in Addendum A

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

26 copies of the Offer.

27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines

28 running from acceptance provide adequate time for both binding acceptance and performance.

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on

30 or before _____ Seller may be on the Property on the

31 market and accept secondary offers after binding acceptance of this Offer

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

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS

34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"

35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and

37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if

39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): Carina Walters, Burlington City Hall, 300 North Pine Street, Burlington, Wisconsin 53105

41 Buyer's recipient for delivery (optional): William Stone, 1072 288th Avenue, Burlington, Wisconsin

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

43 Seller: (_____) Buyer: (_____)

44 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a

45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for

46 delivery to the Party's delivery address at line 49 or 50.

47 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,

48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: Carina Walters, Burlington City Hall, 300 North Pine Street, Burlington, Wisconsin 53105

50 Delivery address for Buyer: William Stone, 1072 288th Avenue, Burlington, Wisconsin 53105

51 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line

52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for

53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically

54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): Carina Walters: cwalters@burlington-wi.gov

56 E-Mail address for Buyer (optional): William Stone: whstone41@yahoo.com

57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller

58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing ~~unless otherwise provided in the~~
60 ~~offer or in the addendum attached hereto. Buyer's occupancy of the Property shall be~~
61 ~~for a period of 30 days after closing for personal property belonging to or for the use of Buyer or left~~
62 ~~with Buyer's occupancy shall be given subject to the rights of any~~

63 **PROPERTY CONDITION REPRESENTATIONS** ~~Seller represents to Buyer that as of the date of acceptance Seller has no~~
64 ~~knowledge of any material facts about the Property which Seller is required to disclose to Buyer or which~~
65 ~~is identified in the Seller's disclosure report dated _____ which was received by Buyer prior to~~
66 ~~Buyer signing this Offer and which Seller is required to disclose to Buyer.~~ ~~COMMERCIAL OFFER TO PURCHASE AS A RESIDUAL~~
67 ~~and~~ This is an "AS-IS" sale. See Addendum B.

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed ~~no later than~~ as described in Addendum B
71 _____
72 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

78 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- 79 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
80 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
81 APPLIES IF NO BOX IS CHECKED)
- 82 Current assessment times current mill rate (current means as of the date of closing)
- 83 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
84 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

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

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

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

97 _____ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

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

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

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

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

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

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 (Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

189 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
 190 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
 191 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
 192 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
 193 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
 194 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
 195 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
 196 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
 197 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
 198 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

199 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

200 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
 201 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
 202 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
 203 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
 204 and interest may be adjusted to reflect interest changes.

205 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 206 526-534 or in an addendum attached per line 525.

207 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
 208 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
 209 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
 210 later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to
 211 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
 212 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
 213 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
 214 unacceptability.
 215 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide

216 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
217 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
218 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

219 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
220 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
221 commitment.

222 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
 223 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
 224 same including copies of lender(s) rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
 225 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
 226 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
 227 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
 228 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

229 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
 230 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
 231 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
 232 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
 233 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
 234 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
 235 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

236 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
 237 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
 238 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
 239 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
 240 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
 241 purchase price, accompanied by a written notice of termination.

242 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
243 deadlines provide adequate time for performance.

DEFINITIONS CONTINUED FROM PAGE 3

- 245
246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

307 _____

308 _____

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **CHECK**
327 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE**
330 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____

337 _____

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:** electricity _____;
341 gas _____; sewer _____; water _____;
342 telephone _____; cable _____; other _____.

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE**
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other _____ **CHECK ALL THAT APPLY**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

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

357 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**

360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.

364 Upon delivery of Buyer's notice, this Offer shall be null and void

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION:** Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage
369 information if material to Buyer's decision to purchase.

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the
375 Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special
376 disbursement agreement.

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
399 listing service and databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 ~~SECONDARY OFFER~~ This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
 406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice of
 407 any deadline for acceptance of this Offer. Buyer's rights to demand priority access to other secondary offers
 408 Buyer may have in this Offer are void by Seller's notice of withdrawal. Seller's notice of withdrawal of this Offer shall
 409 not constitute an offer. Buyer may not deliver notice of withdrawal until _____ days after acceptance of this Offer. All
 410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

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

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

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
 423 in this Offer, ~~general taxes levied in the year of closing~~ and none other.

424 _____
 425 _____
 426 _____

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
 428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
 431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 ~~GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**~~
 433 ~~ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
 434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
 435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
 436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
 438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
 439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
 440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
 441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 443 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 444 such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the
 445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
 446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
 447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
 451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 _____
 460 See attached Addenda A and B
 461 _____
 462 _____
 463 _____
 464 _____

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

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

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

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

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

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
 478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
 479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
 481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
 482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
 483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
 484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

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

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

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

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall/shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached Addenda A and B _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] Burlington City Attorney John M. Bjelajac

536 _____ on February 18, 2016

537 ~~(x)~~ Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

539 ~~(x)~~ Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (by) _____

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

546 ~~(x)~~ Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

548 ~~(x)~~ Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

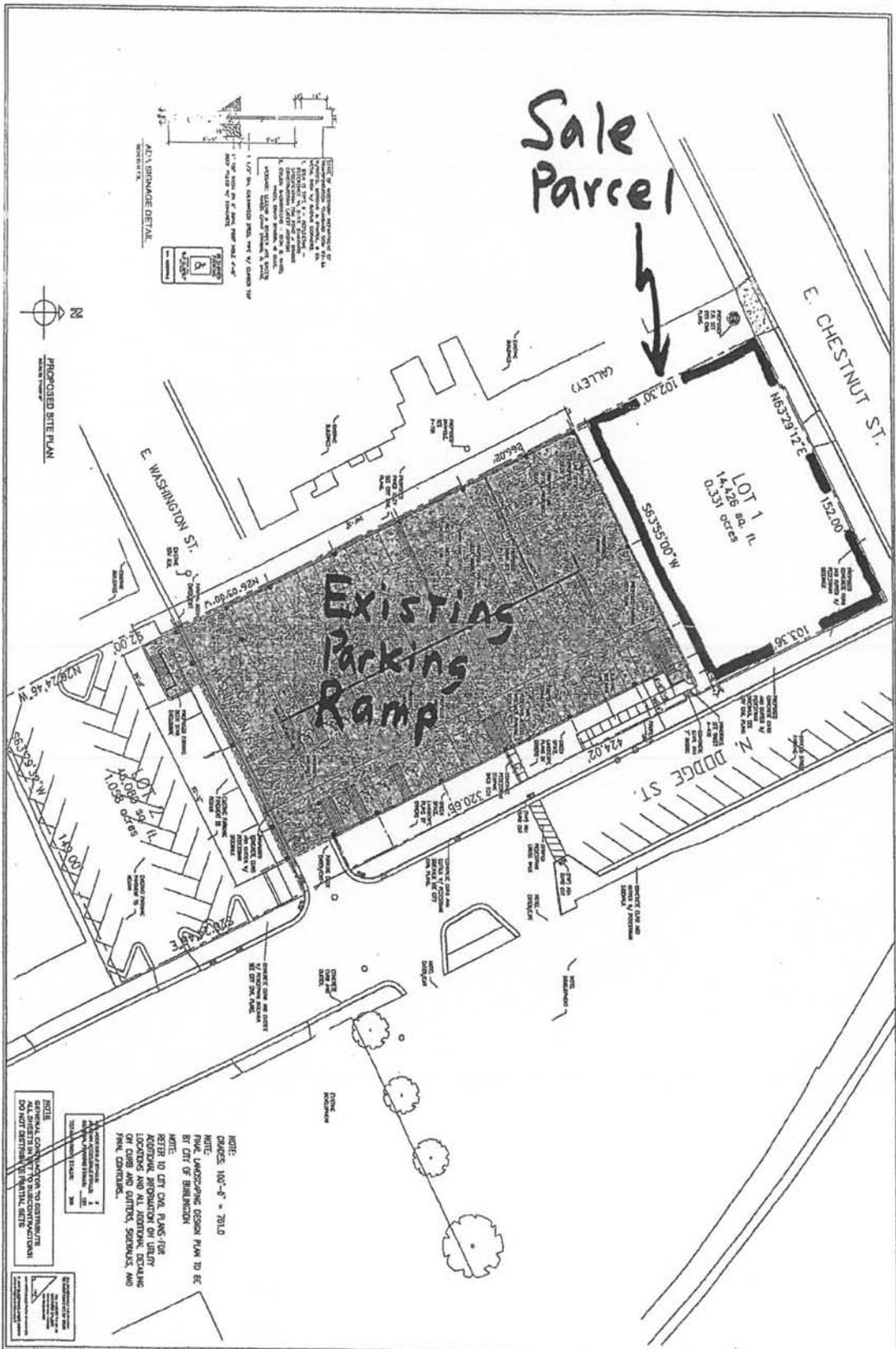
550 This Offer was presented to Seller by [Licensee and Firm] _____

551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____

553 Seller Initials ▲ Date ▲ _____ Seller Initials ▲ Date ▲ _____

Addendum A



NOTES:
 1. CHANGES 100'-0" = 70:1
 2. FINAL LANDSCAPING DESIGN PLAN TO BE BY CITY OF BURLINGTON
 3. REFER TO CITY CIVIL PLANS FOR ADDITIONAL INFORMATION ON UTILITY LOCATIONS AND OTHERS. SEE PLAN SHEET FOR FINAL CONDITIONS.

ASITE
 2 OF 10

PROPOSED SITE PLAN

BURLINGTON PARKING DECK
 CITY OF BURLINGTON
 401 NORTH GODDIE STREET
 BURLINGTON, WI 53105

STELLING & ASSOCIATES
 ARCHITECTS, LTD.
 815 W. CENTER STREET, 4TH FLOOR
 MILWAUKEE, WI 53233
 TELEPHONE: 224-1441 FAX: 224-1442

ADDENDUM B

The following provisions are hereby made a part of, and included in, the Offer to Sell that is being submitted by the Community Development Authority of the City of Burlington ("Seller") to Burlington Core Upgrades II, LLC ("Buyer"), for the sale of the real property described in the foregoing Addendum A:

1. AS-IS Sale. The parties agree that the Property being conveyed herein is being sold to Buyer in "AS-IS" condition, and neither Seller nor its agents are making any warranties or representations to Buyer regarding such Property or its condition. (Any information sheet, property condition report, and/or statements given or made by the Seller and/or its agents (whether previously or in the future) regarding the said Property are not being relied upon by Buyer, and Buyer is solely relying on its own inspections and investigations of the Property in entering into and closing this transaction.) Any warranties and/or representations contained in this Offer to Sell and/or other transaction documents regarding the nature or condition of the Property are hereby deleted. In consideration for Buyer purchasing the Property in AS-IS condition, Seller has agreed to terms and provisions in this transaction that are more favorable to Buyer than terms and conditions under which Seller would otherwise sell the Property, including the nominal sale price and the below-described right to cancel this transaction right up to the time of closing. Buyer hereby expressly waives its right to receive from Seller any property condition report that may otherwise be required under the law.

2. Due Diligence Rights. This transaction is contingent upon the Buyer being satisfied, in its sole and absolute discretion, with the results of the reviews, studies, investigations, and/or inspections that Buyer, and/or experts of its choosing, may wish to conduct, at Buyer's own cost and expense, regarding the Property and Buyer's proposed future use of the same. Buyer shall have the right to cancel this transaction under the provisions of this present paragraph right up to the time of the closing of this transaction.

3. Seller's Right to Cancel. Seller is, and/or will be, taking steps to determine (i) the marketability of the Property, and (ii) whether or not there may be other potential buyers for the Property. Seller shall have up to and including the date of May 31, 2016 to make this review and determination. Seller may cancel this transaction, up to and including the date of May 31, 2016, by giving a written notice of such termination to Buyer on or before the date of May 31, 2016. No reason need be stated in the said notice for such termination.

4. Closing Date. This transaction shall be closed at a time, date, and location mutually agreed upon by the parties, but not later than the date of July 29, 2016.

5. Closing Contingencies. This transaction is contingent upon each of the following contingencies being fulfilled on or before the closing of this transaction:

A. Development Agreement. The Buyer, Seller, and the City of Burlington entering into a Development Agreement that contains mutually agreeable terms and provisions for the future development of the Property by Buyer.

B. Interim Improvement Agreement. The Buyer, Seller, and the City of Burlington entering into a written agreement for the interim improvement and maintenance of the Property (the "Interim Improvement Agreement"), that is, the improvement and maintenance of the Property by Buyer prior to Buyer's future and final improvement of the Property under the terms and provisions of the Development Agreement described in above Subparagraph A. One of the terms and provisions of the Interim Improvement Agreement shall be an estimated dollar amount of the cost (the "Interim Improvement Cost") reasonably required for Buyer to make the initial improvements (not including maintenance costs) described in the Initial Improvement Agreement.

6. Credit to Buyer. At and upon the closing of this transaction, Buyer shall be given a credit against the \$70,000.00 sale/purchase price in the amount of the said Initial Improvement Cost contained in the Initial Improvement Agreement, described in above Paragraph 5(B). Buyer shall then perform the improvements and maintenance described in the said Interim Improvement Agreement, at Buyer's own cost and expense, no matter what the final cost and expense the improvements and maintenance may prove to be.



**REQUEST FOR DEVELOPER PROPOSALS OF THE VACANT LOT LOCATED ON
E. CHESTNUT AND N. DODGE STREET**

PROPOSAL DEADLINE: 4:00 P.M. LOCAL TIME, FRIDAY, APRIL 1, 2016. The City is seeking developers and/or development teams for proposal of the redevelopment of the vacant gravel lot located on E. Chestnut and N. Dodge Street. The City is taking steps to determine the marketability of the Property, and whether or not there may be other potential buyers for the Property. The City of Burlington is open to innovative ideas, interesting proposals and submissions. The City of Burlington reserves the right to review and reject any or all proposals, to continue discussions with a suitable proposal from a developer, deemed by the Community Development Authority and/or Common Council to be the most favorable for the best interests of the City.

NOTICE: Proposals shall be submitted in sealed envelopes, plainly marked “**Proposal Offering for the Development- E. Chestnut and N. Dodge Street.**”. All proposals shall be addressed to the City of Burlington Attn.: City Administrator, Carina Walters, 300 N. Pine Street, Burlington, Wisconsin, 53105 and will be accepted until the Proposal Deadline.

PROPOSAL DOCUMENTS: To view proposal documents including submission instructions and requirements please go to www.burlington-wi.gov under the “Doing Business” page and click “RFP & Bids.” The Proposal Documents are also available for pick up in Administration, City Hall 300 N. Pine Street, Burlington, Wisconsin 53105. Any questions can be directed to Carina Walters, City Administrator (262) 342-1180 or at cwalters@burlington-wi.gov.

INSTRUCTIONS FOR SUBMITTING A PROPOSAL

The Community Development Authority (CDA) owns the vacant parcel that lies within the Tax Increment District (TID) # 3, set to close in 2017. The City is seeking developers and/or development teams for proposal of the redevelopment of the vacant gravel lot. The City of Burlington is open to innovative ideas, interesting proposals and submissions. Some potential uses could include: Mixed Retail (i.e. restaurants sites and/or service businesses).

In 1999, to address the Wisconsin Legislature enacting the comprehensive planning law, the City of Burlington joined the Southeastern Wisconsin Regional Planning Commission (SEWRPC). This committee, comprised of 11 communities, was created to ensure that zoning, subdivision, and official mapping ordinances administered by county and local governments be consistent with the 2035 Racine County Multi-Jurisdictional Comprehensive Plan. A full copy of the plan can be found at <http://www.sewrpc.org/SEWRPCFiles/publications/CAPR/Cap-301-Comprehensive-plan-for-racine-county.pdf>.

Interested developers should note:

- The City has an Offer to Sell the property with a developer by July 29, 2016. The City or Seller is taking steps to determine the marketability of the Property, and whether or not there may be other potential buyers for the Property. The City can cancel the Offer to Sell by May 31, 2016.
- There is no explicit public commitment to provide funding for any additional infrastructure. Please prepare your submission accordingly.
- The selected developer(s) may need to display the ability to acquire the vacant property. A copy of the appraisal is available for view in City Hall 300 N. Pine Street.
- The new development will need parking applicable to current zoning code. There may be the possibility for potential use of the adjacent City owned Parking Structure use. Residential parking may/may not be considered.
- As the City of Burlington owns the adjacent Parking Structure, half of the first -floor parking structure spaces are dedicated to the Hampton Inn.
- The City is currently updating its Downtown Strategic Plan and this vacant parcel should be a complementary development to the Historic Preservation District.
- Any developer submitting a proposal is required to become familiar with the existing conditions.
- The developer will consider planting grass on the site until construction has begun.
- Under the current zoning, residential is allowable in a B-2 on the second and third floors.
- The appraised value of the property dated July 2014 was \$70,000.
- A portion of the property still lies within the flood plain; therefore, a LOMR application may need to be filed and complied with.

Quick Statistics:

Current Zoning/District: B-2, Central Business District with a Historic Preservation Overlay
TID District: TID #3
Parcel Size: 14,426 square feet
Land Status: Vacant Land
Sanitary Sewer: Available
Water: Available
Aldermanic District: 4
Alderman: Tom Preusker and Todd Bauman

Timeline:

RFP Release: March 1, 2016
RFP Due Date: April 1, 2016
Review/Evaluation: April 15 (TBD)
Interviews by CDA: May 3, 2016



