

1. Agenda

Documents:

[MARCH 6TH, 2018 AGENDA.PDF](#)

2. Supporting Meeting Documents

Documents:

[MARCH 6, 2018 PC FULL PACKET.PDF](#)

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City of Ashland, Wisconsin

601 Main Street West Ashland, WI 54806 www.coawi.org

PLAN COMMISSION

March 6, 2018

City Hall Council Chambers

6:30 pm

AGENDA

1. Call to Order and Roll Call
2. Approval of Agenda
3. Consent Agenda
 - a. Approval of minutes from the February 20th, 2018 Plan Commission meeting
4. Public Comment (non-agenda items)
5. Action Items:
 - a. Marlene Martin has made an offer to purchase a portion of city-owned land adjacent to 705 Lake Shore Drive E, zoned Waterfront City Center (W-CC) and Gateway Overlay District (GTWY-O)
6. Discussion Items
7. Announcements/Reports/Comments/Questions
8. Adjournment

It is possible that a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information or speak about a subject, over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice. The City of Ashland does not discriminate on the basis of sex, race, creed, color, national origin, sexual orientation, age or disability in employment or provision of services, programs or activities. NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact Janice Anderson at (715) 682-7075 (not a TDD telephone number) or FAX: (715) 682-7048.

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Minutes of the City of Ashland Plan Commission

A meeting of the Plan Commission was called to order on **Tuesday, February 20th, 2018**
at 6:30 p.m. in the City Hall Council Chambers.

PRESENT: Mayor Lewis, David Mettille, Ernie Bliss, Mike Amman, Charmaine Swan, John Beirl
EXCUSED: Katie Gellatly
STAFF: April Kroner, Megan McBride
OTHERS:

MEETING AGENDA ORDER

1) Call to Order and Roll Call

Mayor Lewis called the meeting to order at 6:30pm.

2) Approval of Agenda

Motion to approve the Agenda by Ernie Bliss. Seconded by David Mettille. Passed unanimously.

3) Consent Agenda

Motion to approve minutes from February 6th by Mike Amman. Seconded by David Mettille. Passed unanimously.

4) Public Comment

No public comments.

5) Action Items

- a) Public Art Permit request for the installation of a mural on the west side of Star Liquor, 823 Main St. W (Applicant: Sue Martinsen, Ashland Mural Walk).

Megan McBride provided background information about the project, criteria of approval from the staff report, and staff's recommendation for approval of the Public Art Permit request.

Sue Martinsen explained that there is a possibility for the architectural pieces and lighting fixtures currently displayed with the mural on the side of the former co-op building to also be relocated for display with the mural in the new location. She clarified that the lights will not be utilized for illumination and will only be displayed decoratively.

Mayor Lewis asked what the purpose is of Plan Commission review of Public Art Permit requests.

April Kroner explained that the UDO designates power of approval for Public Art Permits to Plan Commission to ensure that the public art being installed contributes to the City's visual character, enhances the area in which it is proposed to be located and creates a unique sense of place.

Motion to approve the public art permit request by David Mettille. Seconded by Charmaine Swan. Passed unanimously.

- b) Public Art Permit request for the installation of a "De Padua" mural on the west side of Super H Foods, 511 Main St. E (Applicant: Sue Martinsen, Ashland Mural Walk).

Megan McBride provided background information about the project, criteria of approval from the staff report, and staff's recommendation for approval of the Public Art Permit request.

Sue Martinsen explained the historical significance behind each building that will be represented in the mural and explained that the project will be funded similarly to other Mural Walk projects, with spaces sold for portraits of individuals who were important to the history of these institutions.

John Beirl pointed out that there are likely some people who were very important to the history of these schools who may not have the funds or family in the area to sponsor a portrait but should still be represented.

Sue Martinsen agreed, and listed some of the founding priests, nuns, and other figures who have been predetermined for inclusion to ensure they are represented.

Motion to approve the public art permit request by Ernie Bliss. Seconded by John Beirl. Passed unanimously.

6) Discussion Items

a) Discussion related to the role of the Plan Commission and potential ways to streamline approval processes

April Kroner explained that the Economic Development Strategic Planning group has identified as a top priority the evaluation of approval processes to see if and how they can be streamlined.

Charmaine Swan asked if the intent is to streamline processes for people who are applying or for staff.

Mayor Lewis clarified that the focus is on streamlining and simplifying the process for applicants.

April Kroner explained that approval processes will be evaluated to comply with state requirements, as well as items that currently require Council approval but could be deferred to Plan Commission through Council vote. Conditional Use Permit approval is an example where Council currently has authority of final action and which the authority could be given to the Plan Commission by Council. She did emphasize that many of our processes are already as streamlined as is legally allowed by state requirements, and more outreach should be done to make people aware of this.

John Beirl agreed that the perception exists that City approval processes are difficult to work with, especially among local residents, and more work and outreach needs to be done to address these concerns. He also questioned what the role of the Plan Commission is for items which the City Council has final action of approval, despite the time taken by the Plan Commission to carefully discuss and vote.

April Kroner emphasized that she hopes Plan Commissioners will direct people to discuss their concerns with planning staff when they hear these perceptions.

Further discussion occurred regarding the role of the Plan Commission, and particularly procedures and implications for items in which the staff recommendation, Plan Commission vote, and/or City Council vote are not consistent. This is a discussion that will be revisited at future meetings.

b) Process to market the Beaser Avenue Redevelopment site

April Kroner explained that the city plans to re-issue the RFP for this site as the formerly approved concept plan will not be moving forward in this location. She asked that the Plan Commission provide any feedback on changes they would like to see for the next iteration of the RFP.

c) Process to sell the Chequamegon Bay Engineering property

April Kroner explained that, per our ordinance and after discussing with the City Administrator, the city will issue an RFP for the site to consider all offers at once rather than one at a time as occurs when the property is listed with a realtor.

7) Announcements / reports / comments / questions

April Kroner explained the recent state statute update with regards to Conditional Use Permits, and informed the Plan Commission that a UDO text amendment will be coming forward in the near future to make it compliant with the new state requirements.

8) Adjournment

Motion to adjourn made by John Beirl. Seconded by David Mettille. Passed unanimously.

The meeting was adjourned at 8:15p.m. Minutes by Megan McBride.

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601 Main Street West Ashland, WI 54806 www.coawi.org

**DEPARTMENT OF
PLANNING &
DEVELOPMENT**

601 Main Street West
Ashland, WI 54806

STAFF REPORT

Plan Commission – March 6th, 2018

Agenda Item # 5a: Public Hearing and Consideration of an Offer to Purchase City-owned property

Applicant: Marlene Martin

Parcel No: 201-01224-0000

Staff Contacts: Megan McBride

Background

Marlene Martin has submitted an offer to purchase City-owned land directly adjacent to her parcel located at 705 Lake Shore Drive E. She is offering \$100 for this approximately 0.03 acre piece of land, and also requesting that the real estate taxes be prorated through the day prior to the sale closing.

The property in question was acquired by the City from the railroad as part of the overall ore dock land transfer. Per state statutes the City must retain property 33 feet from the centerline of each outermost track of where the railroad existed, and all land in between. Therefore, this 17 foot wide section of land is all that the City is legally able to sell. This proposal has been brought forward through the citizen-initiated land purchase request process for non-essential City-owned land as detailed in ordinance 478. All required City staff were notified of this purchase request and asked to identify concerns or additional conditions; no comments or concerns were identified.

The principal structure owned by Marlene Martin at 705 Lake Shore Dr E currently encroaches onto City-owned land, prompting this request to address this encroachment. This proposed land purchase would eliminate the encroachment and bring the principal structure into compliance with parcel setback requirements. The property owner plans to demolish the existing garage which also encroaches onto City-owned land.

Review Criteria for Offer to Purchase and Sale of Land:

1. Consistency with the Comprehensive Plan:

The Comprehensive Plan calls for careful disposition of vacant land. This means making financially sound decisions with the land that we own, and ensuring that the highest and best use for the land is achieved. Based on the size and irregularity of this parcel and its

location between private property and land the City is legally obligated to retain, incorporating this land into the adjacent parcel to put it back on the tax roll and bring the structure into conformance with our Unified Development Ordinance standards is consistent with the plan.

2. Consistency with the Unified Development Ordinance (U.D.O.):

A. Zoning District: Waterfront City Center (W-CC) and Gateway Overlay

The addition of this land to the existing parcel at 705 Lake Shore Dr E will bring the property into conformance with the setback requirements set forth in the UDO for the Waterfront City-Center (W-CC) district.

B. Compatibility of Proposed Development with Existing Development.

The land will continue to be utilized for residential use as is, with no change resulting that would impact the surrounding property owners or any possible future development by the City for transportation or recreational use.

STAFF RECOMMENDATION ON CONSISTENCY WITH THE U.D.O:

Combining this lot with the adjacent lot will bring it into conformance to eliminate the encroachment into City-owned land and bring the property into conformance with UDO setback requirements.

3. Criteria for Determination of Highest and Best Use by the Appraisal Community:

It is known throughout the appraisal community that to determine the highest and best use of a property, the use must meet the following four criteria:

- A. The use is legally allowable;
- B. The use is physically possible;
- C. The use is financially feasible; and
- D. The use will achieve maximum productivity.

Listed below (*in italics*) are the questions the appraisal community uses to determine highest and best use.

A. The use is legally allowable:

Is the use permitted outright or conditionally per the zoning ordinances and does it follow along with the written land use plan in the adopted Comprehensive Plan?

The piece of land in question would be incorporated into the existing parcel to operate as a residential use which is permitted in this location and does not impact the parcel's conformance with our zoning ordinances or Comprehensive Plan.

B. The use is physically possible:

Does the property contain all necessary needs to supply the proposed use?

Does the use require: road access, rail access or utilities?

How much land space is required for adequate use and is there sufficient land space?

The portion of land requested for purchase would not change in use or require additional access or utilities as the principal structure is currently located on this piece of land and will continue to operate in the same way, while eliminating the current encroachment into City-owned land.

C. The use is financially feasible:

The use must generate adequate revenue to justify costs. Does the value of land "as vacant" exceed that which is "improved or used" and is there enough demand in the market to support the use?

The value of this parcel of land "as vacant" is \$0.00 while owned by the City of Ashland, whereas the sale of this land would put this non-essential City-owned parcel back on the tax roll. Due to limitations set forth requiring the City to retain 33' of land on either side of where the rail lines passed, this land would not be marketable to others.

D. The use will achieve maximum productivity:

Will the use maximize highest and best use, generate the maximum number of jobs and provide the maximum possible economic benefit for the city? Is the use capable of carrying out proposed development within a specified amount of time and is the development capitalizing on the premises' significant features?

This use will derive maximum productivity from the site, which has been deemed non-essential to the City of Ashland and would not be marketable or beneficial to others. Therefore, allowing this sale to facilitate bringing the property into conformance with our UDO standards and going back on the tax roll would promote the highest and best use for this land.

STAFF RECOMMENDATION ON HIGHEST & BEST USE:

The highest and best use for this land would be allowing this area to be added to the subject property per the request. No other nearby property owners would benefit from obtaining this portion of land, and the land is irregular and wouldn't be marketable to others. Therefore, allowing it to be added to the adjacent property to rectify existing encroachment and setback nonconformities and put this non-essential land back on the tax roll would be the highest and best use for this land area.

4. Additional Factors, including Compliance with other City Ordinances and State Statutes:

- A. The City of Ashland's sale of land shall comply with Ordinance 478: *An Ordinance to Establish the Process for Land Acquisitions and Sales*. A Class 1 Public Hearing notice was issued and property owners within 200 feet were notified of the Public Hearing.
- B. The sale of this land would eliminate the encroachment onto City-owned land and also bring the principal structure into compliance with setback requirements set forth in the Unified Development Ordinance 781.
- C. The City shall retain the required 66' corridor for potential future transportation or recreational purposes per state statute.

Staff Recommendation:

City staff recommends the APPROVAL of the Offer to Purchase land by Marlene Martin contingent on the following items:

- 1) The property to be purchased shall be surveyed to identify the specific area of land being acquired prior to final sale

As a Public Hearing is scheduled, the Plan Commission should hear all input from the public prior to making a decision.

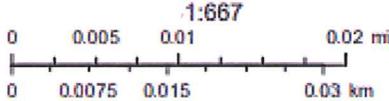
Approvals are based on background information provided by the applicant and known conditions. Deviations from this information may be considered a change in the application and reconsideration and possible revision to the approvals may be made by the Plan Commission and Common Council.

Proposed City-Owned Land Purchase



March 2, 2018

- Parcel Labels
- Parcel Mapping



City of Ashland Public Works Department, GIS Division
 Copyright City of Ashland Public Works Department, GIS Division

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON 1/23/2018 [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, MARLENE MARTIN

4 _____, offers to purchase the Property
5 known as [Street Address] LAND ADJACENT TO 705 LAKE SHORE DR. E. ASHLAND WI
6 in the CITY of ASHLAND, County of ASHLAND, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: _____
9 _____ Dollars (\$ 100.00).

10 ■ EARNEST MONEY of \$ 500.00 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: _____

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 keep 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): _____

41 Buyer's recipient for delivery (optional): _____

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: _____

50 Delivery address for Buyer: _____

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): _____

56 E-Mail address for Buyer (optional): marcy martinus2@gmail.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.

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)**

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 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.

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 sold 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.

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.

February 27, 2018

--To whom it may concern- Ashland city council- meeting March 6, 2018 6:30pm.

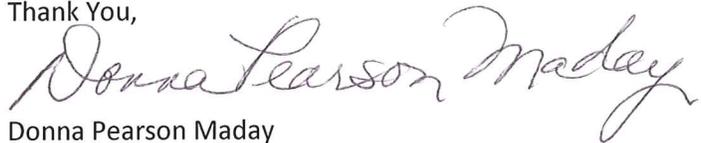
I am writing this letter of objection to the offer to purchase a portion city-owned land adjacent to 705 Lake Shore Dr. E owned by Garry and Marcie Martin.

I am Donna Pearson Maday, the current property owner at 701 Lake Shore Dr. E and see this land purchase as detrimental to my property.

I do not see why the city council would favor one property owner over another. This sale would be a burden on my property as it would decrease the value if a road is cutting through the backyard of my house. I also see it as a safety concern. There should be other options available to the Martins, they could purchase city-owned land behind their house and drive through their own property instead of my backyard and make a ninety-degree angle to access 7th Avenue East. Both these properties are zoned, residential and commercial, and the Martins are planning on selling their home and moving to Hayward. If a commercial property purchases their home, I can envision a busier traffic situation on 7th Avenue East. My house is not permanently occupied at this time but my granddaughter and great-granddaughter will be moving there in the near future.

I would appreciate it if the city council would reject this sale as a detriment to safety and the property value of my home. The council should not favor one property over another. I'm sure there is another option to pursue that does not put a road through my backyard.

Thank You,



Donna Pearson Maday
55189 Corbine Rd.
Ashland, WI 54806
715-682-4196