

Finance
10-21-19

CONSENT

19-1115



CITY OF MANITOWOC
WISCONSIN, USA
www.manitowoc.org



September 25, 2019

To: Mayor and Common Council
From: Industrial Development Corporation
Subject: **J-K Land Company LLC d.b.a. Dramm Corporation : Request for an Option and Right of First Refusal for Lot 8, Block 1, Manitowoc I-43 Industrial Park Subdivision No. 2.**

Dear Mayor and Common Council:

At the September 24, 2019 meeting of the Manitowoc Industrial Development Corporation, the Corporation considered all items on its agenda, including the item identified above, and wishes to report and recommend to the Common Council the following actions: to approve the request for the Option and Right of First Refusal for Lot 8, Block 1, Manitowoc I-43 Industrial Park Subdivision No. 2, with the effective date being established when the City receives the option payment from the Dramm Corporation.

Respectfully Submitted,

Paul Braun
City Planner

Attachment: Option, Request Letter & Map

Dramm Corporation
Hans Dramm
P.O. Box 1960
Manitowoc, WI 54221-1960

DRAMM

CORPORATION

2000 North 18th Street
P.O. Box 1960
Manitowoc, WI 54221-1960, U.S.A.
www.dramm.com

920.684.0227
800.258.0848
Fax: 920.684.4499
Service Fax: 920.684.0193

August 26, 2019

Paul Braun
City Planner
City of Manitowoc
900 Quay St
Manitowoc, WI 54220

Dear Mr. Braun,

It was a pleasure meeting with you and the Mayor this morning.

This letter is to serve as notice of J-K Land Co. LLC's* offer to purchase a Right of First Refusal option on a parcel of land within the Manitowoc I-43 Industrial Park/TIF district #21. Specifically, J-K Land wishes to purchase the Right of First Refusal on the parcel ID 447001080 which comprises approximately 15.6 acres of land area.

Dramm is aware and accepts that this parcel may need to be reduced in size slightly to accommodate an easement or land access to the retention pond immediately adjacent to the southeast border of the property.

I am prepared to issue payment upon your acceptance and additional instructions or specifications.

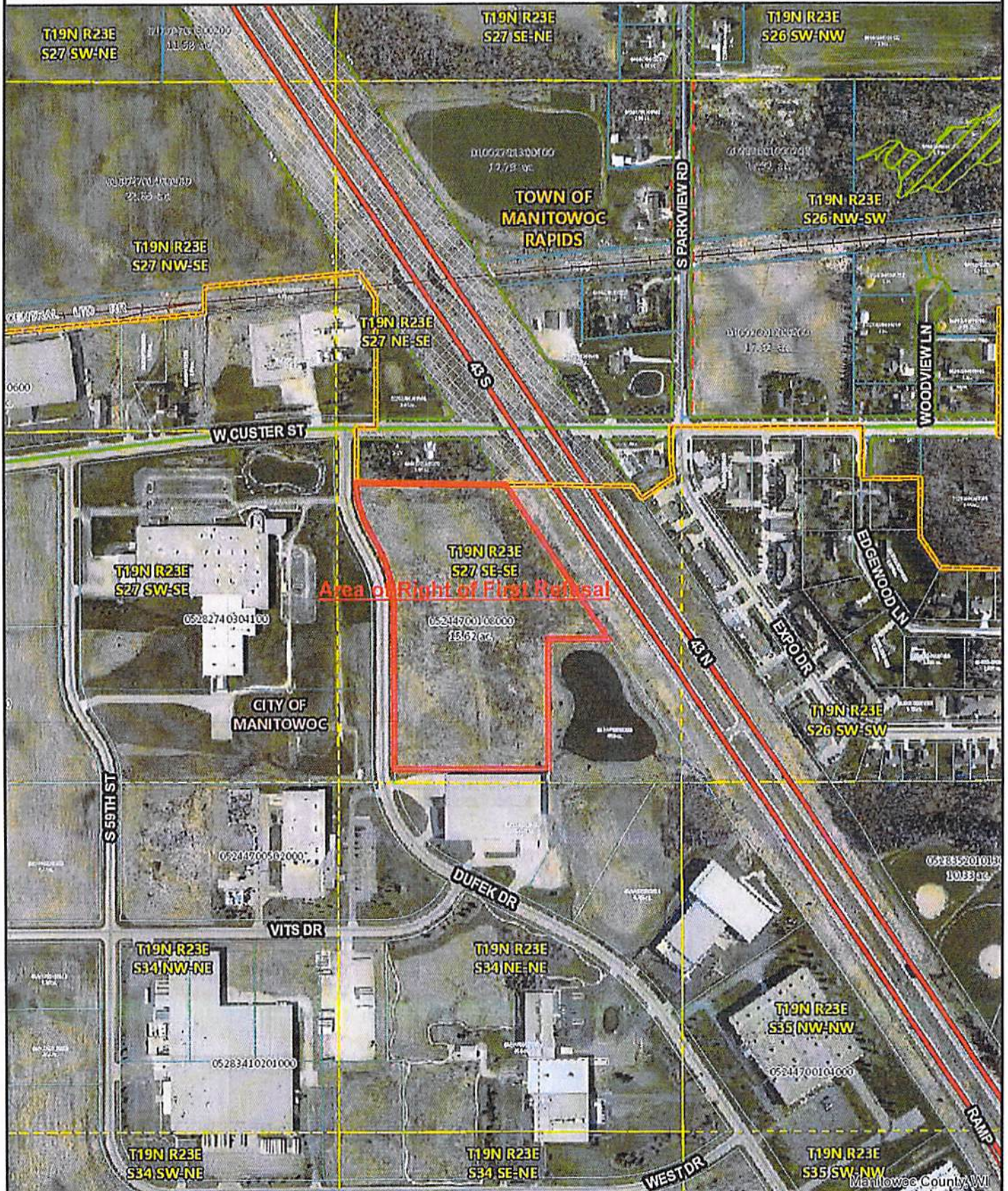
Kind regards,



Hans Dramm
President, CFO

* Note: J-K Land Co. LLC is a real-estate partnership owned and managed by the same family-owners of Dramm Corporation.

Dramm Corporation - Right of First Refusal



Author:
Date Printed: 9/4/2019



The burden for determining fitness for use rests entirely upon the user of this website. Manitowoc County and its co-producers will not be liable in any way for accuracy of the data and they assume no responsibility for direct, indirect, consequential, or other damages.

OPTION AND RIGHT OF FIRST REFUSAL

For valuable consideration, the City of Manitowoc, Wisconsin, a municipal corporation ("City") hereby grants to Dramm Corporation ("Buyer"), an Option and Right of First Refusal to purchase the property described herein on the following terms and conditions:

1. Description. The property which is the subject of this Option and Right of First Refusal is described as follows:

A parcel of land located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, of Section 27, Township 19 North, Range 23 East, City of Manitowoc more particularly described as follows:

Lot 8, Block 1 of the Manitowoc I-43 Industrial Park Subdivision No. 2.

This Option and Right of First Refusal extends to the above described parcel in its entirety only and is not exercisable with respect to any smaller portion of the parcel.

RETURN TO:
City of Manitowoc
Attn: Community Development Director
900 Quay Street
Manitowoc, WI 54220

052-447-001-080.00
Parcel Identification Number

2. Purchase Price. Should the Buyer exercise its right to purchase the above-described property under this Option and Right of First Refusal, the purchase price shall be determined by multiplying the prevailing per acre price for Industrial park land set by the City at the time of the purchase times 15.62, the number of acres which comprise the property.

3. Consideration. In consideration for this Option and Right of First Refusal, the Buyer agrees to pay to the City the sum of \$500 per acre per year, for a total of \$7,810 per year. The first year's consideration shall be payable upon execution by the City of this document. Future payments are due on or before the anniversary date of this Option and Right of First Refusal. Failure by the Buyer to make the payment within 30 days of the due date shall terminate this Option and Right of First Refusal.

In the event the Buyer exercises this Option and Right of First Refusal to purchase the above described property during the option term, all payments made hereunder shall be applied against the purchase price. If this Option and Right of First Refusal is not so exercised by the Buyer, all sums paid hereunder shall be retained by the City.

4. Duration. The rights granted to the Buyer hereunder shall expire three years from the date of the execution of this document. This Option and Right of First Refusal is nonrenewable unless a one-time one year extension is granted by the Manitowoc Industrial Development Corporation upon the written request of the Buyer not less than ninety (90) days prior to the expiration of the rights granted herein.

5. Exercise of Option. Notice by the Buyer of its election to exercise this Option shall be in writing addressed to Community Development Director, 900 Quay Street, Manitowoc, WI 54220. Following receipt of this Notice, the City shall furnish to the Buyer a title insurance policy commitment in the amount of the purchase price, naming the Buyer as the insured. The closing shall be held within thirty (30) days following delivery to the Buyer of the commitment for title insurance. Conveyance from the City to the Buyer shall be by Warranty Deed upon receipt at closing of the purchase price.

6. Right of First Refusal. Notwithstanding anything hereunder to the contrary, should the City receive a bona fide Offer to Purchase the above described property, or any portion thereof, during the term of this Option and Right of First Refusal, and should the City desire to accept such offer, the City shall notify the Buyer in writing of the receipt of such offer. The Buyer shall then have twenty (20) days from the receipt of this notice in which to exercise its option in accordance with the terms of paragraph 5. In the event the Buyer does not so exercise its option, this Option and Right of First Refusal shall be considered terminated and all sums paid pursuant to paragraph 3 throughout the term of the Option shall be refunded to the Buyer.

In the event the bona fide offer from another party referred to above relates only to a portion of the property described in paragraph 1, this paragraph shall operate only with respect to that particular portion of the property described in paragraph 1 and this Option and Right of First Refusal shall continue as to the remainder of the property.

