



CITY OF MANITOWOC
WISCONSIN, USA
www.manitowoc.org



May 11, 2020

To: Mayor and Common Council

From: Industrial Development Corporation

Subject: **Pekarske Builders: Request for an Option and Right of First Refusal for Lot 1, Block 9, Manitowoc I-43 Industrial Park Subdivision No. 3.**

Dear Mayor and Common Council:

At the April 15, 2020 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 action: to approve the request for an Option and Right of First Refusal for Lot 1, Block 9, Manitowoc I-43 Industrial Park Subdivision No. 3, with the effective date being established as Wednesday, May 20, 2020.

Respectfully Submitted
Paul Braun
Secretary

Attachment: Option and Map

Pekarske Builders
Attn: Mark Pekarske
10890 Cedar Valley Lane
Reedsville, WI 54230

OPTION AND RIGHT OF FIRST REFUSAL

For valuable consideration, the City of Manitowoc, Wisconsin, a municipal corporation ("City") hereby grants to Pekarske Builders, Inc. ("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 ¼ of the NE 1/4, of Section 34, Township 19 North, Range 23 East, City of Manitowoc more particularly described as follows:

Lot 1, Block 9, Manitowoc I-43 Industrial Park Subdivision No. 3

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

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.

052-449-009-010.00
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 0.94 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 \$470. The consideration shall be payable upon execution by the City of this document. A Buyer with existing facilities in the Park can secure a maximum one (1) year option. A Six (6) month extension for a Buyer without facilities in the Park is available at a rate of \$750/acre. 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 one year from the date of the execution of this document. This Option and Right of First Refusal is nonrenewable unless a one-time six month extension is granted by the Manitowoc Industrial Development Corporation upon the written request of the Buyer not less than sixty (60) 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.

Dated this ___ day of ____, 2020
CITY OF MANITOWOC

By: _____
Mayor Justin M. Nickels

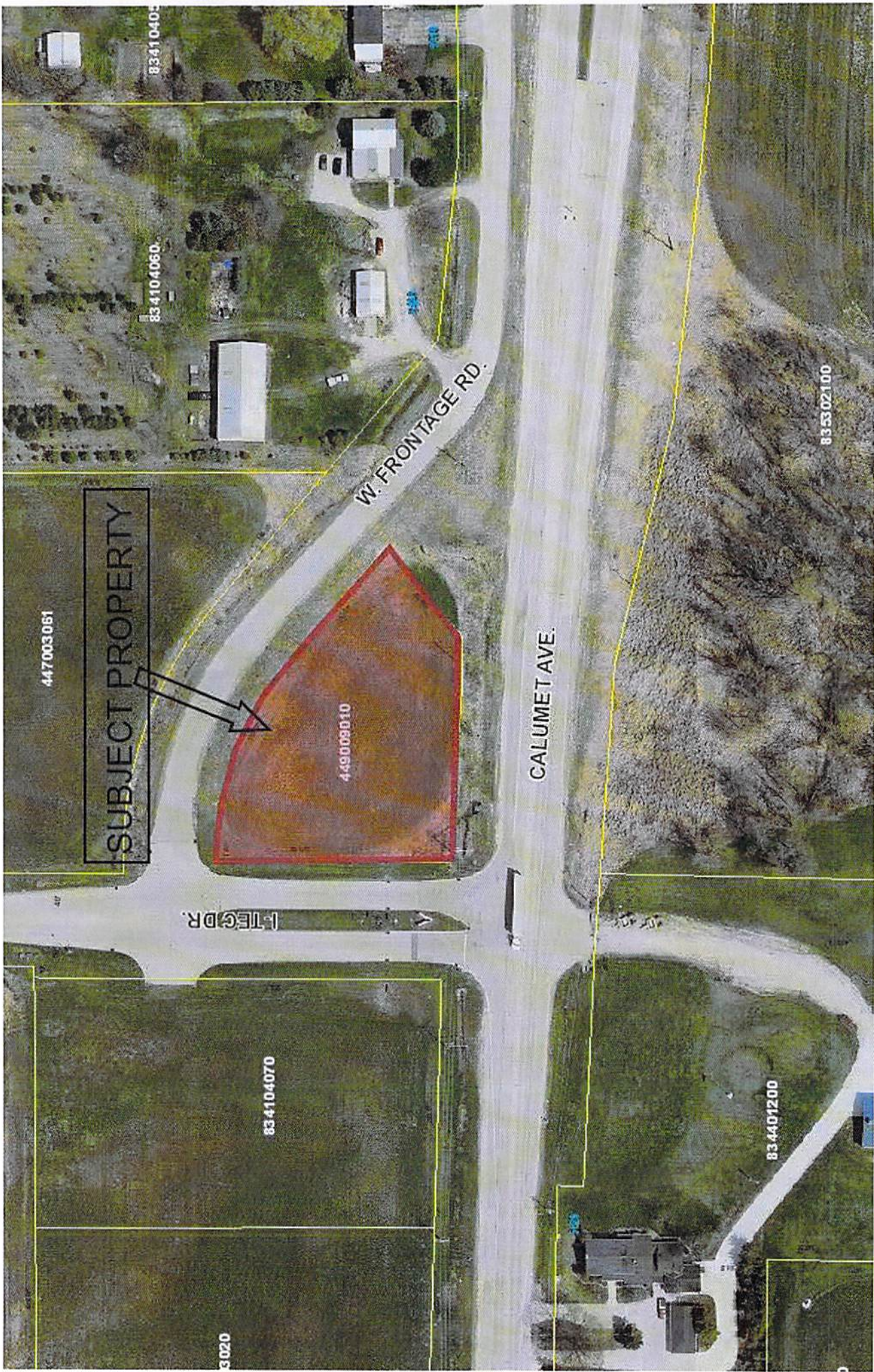
Attest: _____
Deborah Neuser, City Clerk

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this ___ day of ___ 2020, Justin M. Nickels, Mayor and Deborah Neuser, City Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk of the City of Manitowoc and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

Notary Public,
Manitowoc County, Wisconsin
My commission (expires)(is)

This instrument drafted by: Community Development Department
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SUBJECT PROPERTY

W. FRONTAGE RD.

CALUMET AVE.

L-TEG DR.

447003061

834104060

83410405

834104070

449009010

834401200

835302100

3020